

**DANBURY AVIATION COMMISSION**  
**SPECIAL MEETING MINUTES**

Danbury Aviation Commission – 6:30 p.m.  
Danbury City Hall: 155 Deer Hill Ave., Danbury, CT 06810  
Third Floor / Room 3C / Tuesday, July 23, 2013

**01 Meeting Called to Order By Chairman Ashkar.**

**02 Roll Call:**

Present: Commissioners Ashkar, Zilinek, Lee, Omasta

Absent: Oppermann, Baker, Tamburri

**Motion was made by Commissioner Zilinek to accept into the minutes correspondence as written, seconded by Commissioner Lee, and unanimously approved.**

**Motion was made by Commissioner Zilinek to go into Executive Session for purposes of discussing pending litigation, seconded by Commissioner Omasta, and unanimously approved.**

Mr. Estefan asked who the Chairman would want to be in Executive Session. Chairman Ashkar replied Attorney Pinter, the Commission, and the Airport Administrator.

**Motion was made by Commissioner Omasta to come out of Executive Session, seconded by Commissioner Lee, and unanimously approved.**

Chairman Ashkar advised there was nothing to discuss right now and our attorney advised the matter will be in Legal for the time being. Mr. Silvestro stated there is “no pending litigation” at the moment; there is an “intent to litigate.” Mrs. Silvestro added that their attorney Paul Lange was to hear something by last Friday on the intent to litigate and nobody responded.

**Motion made to adjourn by Commissioner Zilinek, seconded by Commissioner Lee, and unanimously approved.**



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT  
P.O. BOX 2299  
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR  
PAUL D. ESTERAN  
(203) 797-4624

July 17, 2013

John Ashkar

Chairman

Danbury Aviation Commission

Dear Chairman Ashkar

Honorable Members of the Aviation Commission;

Attached are a series of e-mails and letters concerning the request to exercise their option to renew the subject lease held by Santoto LLC..

I draw to your attention the first e-mail on May 06, 2013 from Attorney Pinter to Santo/Linda where he makes reference of a return receipt letter to Mayor Boughton, where Attorney Pinter responds to the Letter of April 28, 2013 for the Mayor.

The next e-mail is from Paula Molgano dated May 29, 2013 to me with copy to the Mayor along with two attachments, Dated May 10 & 28, 2013.

The next response is from Attorney Pinter Dated June 03, 2013 to Attorney Barr outlining the Cities Position in this matter. Attorney Pinter also included attachments from the subcommittee of the City Council and their formal vote on November 01, 2011, along with a map.

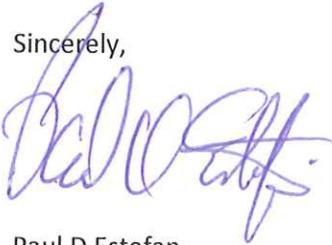
The next letter is from Attorney Paul Lange responding to Attorney Pinters letter with a response of **"Notice of Intention to Commence Litigation"** addressed to Ms. Lori A. Kaback, Town Clerk.



An Executive Session that is allowed for under the Freedom of Information law of the Ct General Statute will be held on Tuesday July 23, 2013 at 1830 hours (6:30PM) in room 3C at City Hall 155 Deer Hill Avenue Danbury, Ct..

Please take a moment and review all of the attachments that I have sent to you for your consideration in this matter.

Sincerely,



Paul D Estefan

Airport Administrator

Danbury Municipal Airport

Danbury, Connecticut

Cc: Estefan114 Danbury Aviation



Paul Estefan <p.estefan@danbury-ct.gov>

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## Danbury Aviation

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Les Pinter <l.pinter@danbury-ct.gov>

Mon, May 6, 2013 at 5:37 PM

To: sales@danburyaviation.com

Cc: Paul Estefan <p.estefan@danbury-ct.gov>, John Ashkar <cent21ash@aol.com>

Dear Santo/Linda:

I have a copy of your April 28, 2013 Certified Return Receipt letter to Mayor Boughton, wherein you indicate that receipt of the same constitutes accession to any potential "option" of renewal. As you know, and as indicated at previous Commission meeting(s), any renewal request for this or adjacent lands is being examined due to overall lease issues arising by virtue of business operations or cessation of same since the inception of the original terms. As a result, the City has not consented to any renewals or options pending that review, and your statement of consent is categorically denied. The Aviation Commission, or a committee(s) thereof, and/or others will meet with you as discussed, to engage in any further, formal discussions.

I will of course keep the Mayor apprised, but his receipt of correspondence from you or others is merely that, no more. I trust that is understood in the context of prior discussion.

Please contact me, or have your attorney do so, with any questions.

Regards,  
Les Pinter



Paul Estefan <p.estefan@danbury-ct.gov>

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## danbury airport

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Paula Molgano <paulamolgano@pmpalawyer.com>

Wed, May 29, 2013 at 9:04 AM

To: p.estefan@ci.danbury.ct.us

Cc: m.boughton@ci.danbury.ct.us

Sincerely,

E. Paula Taylor Molgano

Paralegal

Barr & Morgan  
22 Fifth Street  
Stamford, CT 06905  
(ph) 203-356-1595  
(fx) 203-357-8397

This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the listed email address. Thank You.

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### 2 attachments

 **PINTER3.doc**  
28K

 **PINTER2.doc**  
28K

May 10, 2013

**VIA EMAIL and  
FACSIMILE (203)796-8043**  
Mr. Laszlo Pinter  
Assistant Corporation Counsel  
City of Danbury  
155 Deer Hill Ave.  
Danbury, CT 06810

**Re: Danbury Airport Lease  
SANTOTO LLC**

Dear Mr. Pinter:

As per my letter of May 8, 2013 to you concerning my clients' exercise of their option, this was sent in response to the email my clients, Santoto, LLC, received from you (from Robin Shepard) dated May 7, 2013. My clients have now advised me that, unbeknownst to me, there had been a discussion at the last Aviation meeting about BAC wanting to lease two additional acres. My clients advise me that you pointed out that they do not have an option to exercise on those acres. In light of that, perhaps your letter of May 7, 2013 was alluding to these two acres – not to the Santoto Lease. Please be aware that the option my clients have exercised and which I addressed in my letter of May 8, 2013 is the Santoto Lease option, which in Paragraph 14 gave my clients an additional fifteen(15) year period - which they have exercised.

Please respond as to whether you were confusing the two and that you do acknowledge receipt of the fifteen (15) year option from my clients and that the option has been validly exercised.

Sincerely,

AJB/eptm

ALBERT J. BARR

Cc: Santoto, LLC

May 28, 2013

**VIA EMAIL and  
FACSIMILE (203)796-8043**  
Mr. Laszlo Pinter  
Assistant Corporation Counsel  
City of Danbury  
155 Deer Hill Ave.  
Danbury, CT 06810

**Re: Danbury Airport Lease  
SANTOTO LLC**

Dear Mr. Pinter:

As you know, this office represents Santoto, LLC. I enclose a copy of my letter of May 10, 2013 to which I have received no response. My clients have become increasingly concerned over the City's refusal to acknowledge the exercise of their option to renew the subject lease. The lease, which I believe you drew up, is very clear as to the terms and conditions to be exercised by my clients in order to implement their option. These terms and conditions - namely giving the proper notice - which has been complied with several times; yet your most recent correspondence alludes to the fact that the City may not exercise my client's right of option. Accordingly, unless we receive notice from the City of Danbury within one week acknowledging receipt of my client's option, and considering this option to be fully exercised, we will be forced to bring an action in the nature of a declaratory judgment seeking the Court to rule on this matter. Please advise as to the City's position.

Sincerely,

AJB/eptm

ALBERT J. BARR

Cc: Santoto, LLC  
Cc: Mark D. Boughton, Mayor  
Cc: Paul Estefan, Aviation Commission



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

BY FAX AND FIRST CLASS MAIL

June 3, 2013

Albert J. Barr, Esq.  
Barr & Morgan  
22 Fifth Street  
Stamford, CT 06905

Re: Santoto, LLC (n/f New England Aircraft Sales) Lease  
Danbury Municipal Airport

Dear Attorney Barr:

I have your recent correspondences regarding the request to exercise option in the old NEAS lease, one assumed, conditionally, by your client some years ago. You and your client, obviously deserve a more detailed and proper summary of this matter. There are at least three reasons the referenced option may not be exercised at this time:

1. As you will recall, the NEAS lease operation was premised upon the continued restriction and effect of 1990s arbitration actions that found the previous operator of this "Tenant" operation in violation of DXR Standards by operating in more than one Airport category operation. As this business has, for some period of time, probably years, operated as an Airport Tenant should (ONE category), the rental provisions of the lease can no longer be renewed on the "...same terms and conditions..." due to a change of those terms and conditions brought about by a de facto lifting of the rent restriction arising from said arbitrations. It is not possible for your client to receive the continuing benefits of a violation of lease while actually not violating it. Thus, any renewal must be premised on a revision to lease structures (of both this and the BAC lease as indicated below).
2. The earlier referenced assignment and assumption of lease was conditioned upon the lease of additional acreage in recognition of the circumstances in point #1 above. Understanding that the parties could not reach a deal in terms of rental, the fact remains that the assignment approval was not conditioned on the perpetual renewal/operation of the NEAS lease again, on the "...same terms and conditions..."
3. The City Council (ad hoc and Council action and information attached) declined to authorize any renewal in 2011 pending its commitment to meet the aforesaid lease assignment contingency. The Council will not likely authorize a renewal, given that action.

It is assumed that Santoto will concede, that it has operated in only ONE category for all of the time it has operated thereon; therefore, not only the renewal provisions of the NEAS lease are inapplicable, but the (former) BAC, by operation of DXR Standards, must by necessity be re-evaluated for rent adjustment, pursuant to the arbitration decision(s).

As you can see, it is important that you recognize that your clients' leases are all subject to re-examination, given the above; therefore, we cannot provide any renewal authorization until the Commission and the City Council have reviewed and approved new leases, preferably with one company, rather than the assortment of corporate and LCC names that create unnecessary confusion and difficulty. It must also be recognized, that the FAA, considering its recent activity regarding lease and operations review, will not likely countenance the disproportionate negative financial result of your clients' lease arrangements, and we do expect they will say so.

My suggestion is that we convene a meeting of counsel to discuss this, such that there arises an agreement to restructure the leases as soon as practicable, in a manner that is conducive to proper DXR Standards and FAA review and comports with DXR-wide lease standards of rent. I am sure that arrangement may be made to accommodate the needs of your client, as well as the requirements of Airport operational requirements and law. Pending this, the Aviation Commission will also be reviewing this matter concurrently.

One last item, the Mayor did receive your client's and your own letters, and appropriately forwarded them to our office for review. He neither conceded to any request nor declined them. These are not easy matters, amenable to easy results, so while he is very appreciative of your client's business benefits to the City and to the DXR, he understands that these issues must be carefully examined for compliance.

Kindly advise at your early opportunity regarding your direction in this manner.

Very truly yours,



Laszlo L. Pinter  
Deputy Corporation Counsel

#### Attachments

cc: Mark D. Boughton, Mayor  
Paul D. Estefan, Airport Administrator  
David St. Hilaire, Director of Finance  
John Ashkar, Chair/Aviation Commission

Llp/santotoreply

Robert J. Yamin  
Corporation Counsel  
[r.yamin@danbury-ct.gov](mailto:r.yamin@danbury-ct.gov)  
(203)797-4518

Laszlo L. Pinter  
Deputy Corporation Counsel  
[l.pinter@danbury-ct.gov](mailto:l.pinter@danbury-ct.gov)  
(203)797-4517

Robln L. Edwards  
Assistant Corporation Counsel  
[r.edwards@danbury-ct.gov](mailto:r.edwards@danbury-ct.gov)  
(203) 797-4516

Dianne E. Rosemark  
Assistant Corporation Counsel  
[d.rosemark@danbury-ct.gov](mailto:d.rosemark@danbury-ct.gov)  
(203) 796-8004

LEASE RENEWAL—DANBURY AVIATION

OCT 17 2011

FILE COPY 14

Chairman Jack Knapp called the Committee meeting to order at 7:21pm.

**COMMITTEE MEMBERS PRESENT:** Chairman Jack Knapp, Joseph Scozzafava and Paul Rotello.

**ALSO PRESENT:** Laszlo Pinter, Corporation Counsel, Paul Estefan, Airport Administrator, and the petitioners Santos and Lynda Silvestro.

After making introductions, Chairman Knapp asked Mr. Pinter to restate the purpose of the meeting and give a history of the current lease. Mr. Pinter stated that the Petitioners have asked to exercise the renewal option of the current lease. The current lease agreement signed with New England Aircraft Sales began in 1989 with a 25 year term. The renewal date of the lease is 2014. This is the only lease remaining at the Airport with a Tenant Only Category. The petitioner has acquired that business and is doing business as Danbury Aviation. The petitioner took assignment of the lease in 2007, when approved by the Airport Commission with the contingency that negotiations on expanded operations, improvements and updating clauses of the lease continue. Those negotiations are on-going at this time.

Mr. Knapp asked if there would be any changes to the terms of the lease. Mr. Pinter stated that this is an extension of the 1989 terms.

Mr. Knapp asked where the contingency negotiations stand. Mr. Estefan stated that they are in negotiations, and he is hopeful that agreement would be reached in the near future. When the negotiation is completed this lease will be eliminated.

Discussion regarding the current lease, the renewal options, the other leases held by the petitioner, lease revenue and taxes, and the expectations to complete current negotiations.

Joe Scozzafava made a motion which was seconded by Paul Rotello to ~~take no action~~ at this time, on the June 15, 2011 request of Danbury Aviation to exercise renewal of its Tenant Lease, pending submission of a plan to comply with its commitment to fulfill its proposal to expand its existing lease and lease area and seek to become a full FBO, as first presented and represented to the Aviation Commission on June 16, 2009. Vote, all in favor, motion unanimously approved.

As there was no further business before the committee, Joseph Scozzafava made a motion to adjourn the meeting. The motion was seconded by Paul Rotello. Vote, all in favor, motion unanimously approved. The meeting adjourned at 7:42 pm.

Respectfully Submitted,

Jack Knapp, Committee Chairman \_\_\_\_\_

Joseph Scozzafava \_\_\_\_\_

Paul Rotello \_\_\_\_\_

# FILE COPY

~~Nov 1, 2011~~ ~~CS~~  
mtg.

10 - RESOLUTION - Northwest Regional Workforce Investment Board (NRWIB)  
The communication and Resolution were received on the Consent Calendar and the Resolution adopted.

11 - REPORT - Renaming of Pocono Lane By-Pass Road to Nell's Way  
Jean Natale, Legislative Assistant, read the report. **Council Member Seabury moved to approve renaming Pocono Lane to Nell's Way**, seconded by Council Member Saadi. Council Member Saadi read a letter of thanks from Linda Van Valkenburg, daughter of Neil Van Valkenburg. **Motion passed by unanimous vote.**

12 - REPORT - Water and Sewer Extension - 30 Reynolds Road  
The reports were received on the Consent Calendar and the extension approved.

13 - AD HOC REPORT & ORDINANCES - Expansion of City Center District  
**Council Member Cavo moved to waive the reading of the report and refer the item to a Public Hearing and Committee of the Whole. Motion passed by unanimous vote.**

~~AD HOC REPORT~~ - Danbury Aviation- Lease Renewal  
The report were received on the Consent Calendar and the recommendations adopted.

15 - DEPARTMENT REPORTS - Police, Fire, Health-Housing & Welfare, Dream Homes, Public Works, Permit Center, UNIT, Elderly Services, Library  
**Council Member Cavo moved to waive the reading of the Department Reports as all members have copies and additional copies are on file in the Office of the Legislative Assistant**, seconded by Council Member Nagarsheth. **Department Reports were accepted by unanimous vote.**

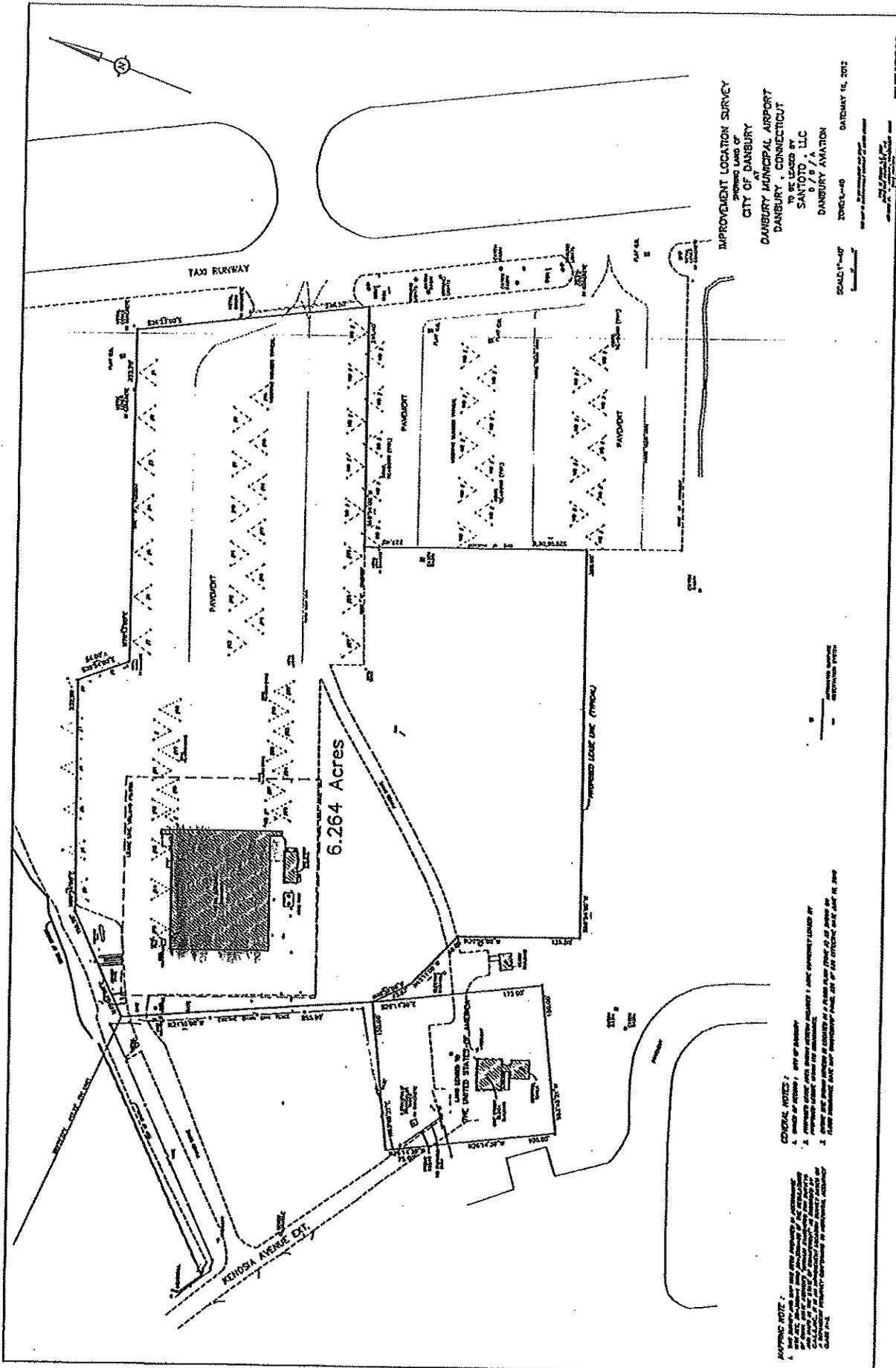
Mayor Boughton wished all of those running, good luck in the upcoming election.

**There being no further business to come before the Council a motion was made at 8:25pm by Council Member Rotello to adjourn**, seconded by Council Member Nagarsheth. **Motion passed by unanimous vote to adjourn.**

Respectfully submitted,

Doratheia A. Gulya-Stasny  
Recording Secretary

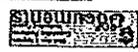
Attest:  
Mark D. Boughton, Mayor



IMPROVEMENT LOCATION SURVEY  
 Proposed Lots of  
 CITY OF DANBURY  
 DANBURY MUNICIPAL AIRPORT  
 DANBURY, CONNECTICUT  
 TO BE LEASED BY  
 SANTO, LLC  
 6/8/14  
 DANBURY AVIATION

SCALE: 1"=40' DATE: 05/16/14

**GENERAL NOTES:**  
 1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



Law Offices of

**Paul A. Lange** LLC

NAVIGATING THE WAY

New York > Connecticut > Massachusetts

Writer's Direct Extension: 102

pal@lopal.com

www.lopal.com

80 Ferry Boulevard  
Stratford, CT 06615  
Phone 203-375-7724  
Fax 203-375-9397

445 Park Ave., 9<sup>th</sup> Floor  
New York, NY 10022  
Phone 212-385-1215  
Fax 212-608-1215

Please Reply To: CT Office  
RECEIVED

JUL - 2 2013

CORPORATION COUNSEL

June 27, 2013

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Mr. Laszlo L. Pinter, Esq.  
Deputy Corporation Counsel  
City of Danbury, Office of the Corporation Counsel  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

**Re: Santoto, LLC v. City of Danbury**

Dear Mr. Pinter:

Please note that this office has been retained to represent Santoto, LLC with regard to its ongoing dispute with the City of Danbury pertaining to its exercise of certain lease option rights.

Enclosed herewith, please find a copy of Santoto, LLC's Notice of Intention to Commence Litigation addressed to Ms. Lori A. Kaback, Town Clerk, in accordance with Connecticut General Statutes Section 7-101a. That document serves as notice pursuant to CGS Sec. 7-101a that Santoto, LLC, a tenant of Danbury Municipal Airport, is commencing a civil action against the City of Danbury, a municipality of the State of Connecticut.

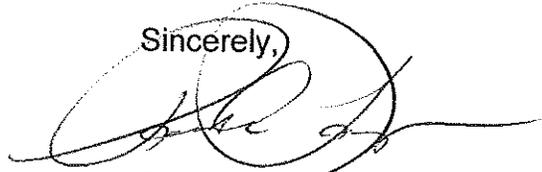
The action is being commenced to enforce any and all equitable and legal rights of Santoto, LLC stemming from the City of Danbury's refusal to accept Santoto, LLC's exercise of its option rights in accordance with Provision 14 of its Lease with the City of Danbury. Santoto, LLC shall seek equitable remedies including, but not limited to, enforcement of said Lease option, as well as monetary damages due to business losses sustained to date and future business losses anticipated by Santoto, LLC resulting from the aforementioned conduct of the City of Danbury.

In the event that the City of Danbury continues in its failure to accept Santoto, LLC's exercise of its option rights, identified above, and otherwise refuses to immediately negotiate a resolution of same in good faith on or before Friday, July 19, 2013, Santoto, LLC shall proceed with the filing of its lawsuit in the federal and/or state courts of Connecticut having appropriate jurisdiction over this matter. Alternatively, or in

addition to said lawsuit, Santoto, LLC may also seek to enforce its rights under its lease through an action under either 14 Code of Federal Regulations Part 13 or 16 before the Federal Aviation Administration.

If you have any questions or concerns, please do not hesitate to contact either me or Megan Bryson, Esq.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul A. Lange', enclosed within a large, loopy circular flourish.

Paul A. Lange

PAL/meb

Attachment: Notice of Intention to Commence Litigation

Cc. Albert J. Barr, Esq.  
Santo and Lynda Silvestro

June 27, 2013

**NOTICE OF INTENTION TO COMMENCE CIVIL LITIGATION**

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Ms. Lori A. Kaback, CCTC (D)  
Town Clerk  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

**Re: Santoto, LLC v. City of Danbury**

Dear Ms. Kaback:

This serves as notice pursuant to CGS Sec. 7-101a that Santoto, LLC, a tenant of Danbury Municipal Airport, is commencing a civil action against the City of Danbury, a municipality of the State of Connecticut. The action is being commenced to enforce any and all equitable and legal rights of Santoto, LLC stemming from the City of Danbury's refusal to accept Santoto, LLC's exercise of its option rights in accordance with Provision 14 of its Lease with the City of Danbury. Santoto, LLC shall seek equitable remedies including, but not limited to, enforcement of said Lease option, as well as monetary damages due to business losses sustained to date and future business losses anticipated by Santoto, LLC resulting from the aforementioned conduct of the City of Danbury.

The damages began to accrue on or about June 3, 2013 when, by letter from Deputy Corporation Counsel, Laszlo L. Pinter, the City of Danbury refused to accept Santoto, LLC's exercise of its option rights in accordance with Provision 14 of its Lease with the City of Danbury.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Paul A. Lange

PAL/meb

Cc. Albert J. Barr, Esq.  
Santo and Lynda Silvestro