

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

Danbury Aviation Commission -- 7:00 p.m.  
Danbury City Hall: 155 Deer Hill Ave., Danbury, CT 06810  
Third Floor / Room 3C / Tuesday, May 19, 2015

RECEIVED FOR RECORD  
DANBURY TOWN CLERK  
2015 MAY 26 P 3:07  
BY: 

01 Meeting Called to Order By Chairman Ashkar

02 Roll Call:

Present: Commissioners Ashkar, Oppermann, Zilinek, Omasta, Baker, Tamburri

Absent: All members were present

Motion made to accept the regular meeting minutes of March 17, 2015, by Commissioner Zilinek, seconded by Commissioner Omasta, and unanimously approved.

03 Liaison Report:

No Liaison report was submitted.

04 Administrator's Monthly Report:

Mr. Estefan reported the retaining wall at Westconn Aviation has been completed and the ground has been cleaned up. The sewer man-hole cover has been reduced in height. We put out to bid a plow truck and new set of REILs for runway 8 and 26. We are \$90,000 short in federal grant monies and the plow truck is \$279,000 which has no dump bed.

Motion was made by Commissioner Zilinek to accept Administrator's Report, seconded by Commissioner Oppermann, and unanimously approved.

Motion made by Commissioner Oppermann to open Public Speaking, seconded by Commissioner Zilinek, and unanimously approved.

***Public Speaking:***

Mr. Chris Orifici, Westconn Aviation, stated there was old business that was not included on this agenda dated back to March meeting regarding Exit Aviation Lease/permit compliance/FAA sponsor assurances, risks, just trying to understand what happened to this item. Mr. Estefan advised we will give you an answer at the appropriate time.

Mr. Wayne Toher, Reliant Aircraft, asked about the Minimum Standards, when they are changed there is supposed to be a meeting and FBO's are invited to make comments, etc., then a public hearing, then the commission to approve or disapproved – is that the correct procedure? Mr. Estefan advised public hearing and having public input is correct. They are being reviewed now under the Master Plan Update by an outside consulting firm to see if we are in compliance with advisory circulars by the FAA. It is a major process that does take some time to get all approvals and public input.

Mr. Toher asked about a possible snow brush with the new truck as last winter was the worst with the plowing of snow and the weather. Mr. Estefan advised no snow brush.

Mr. Orifici asked what happened to the request for Specialized Aviation Services Operations; the commission has the ability to say about SASO's in that if there is a specialized operator need that doesn't fit within one the permit categories that you have ability to set up an agreed fee structure similar to what was done for Centennial Helicopters. There should be discussion to have a fee structure to set up for the smaller business on the field.

Motion was made to close public speaking by Commissioner Oppermann, seconded by Commissioner Zilinek, and unanimously approved.

***Old Business***

***Tally-Ho Aviation – Maintenance Permit D request, copy attached.***

Mr. Estefan read into minutes letter dated January 1, 2013. were to discuss this matter. Tally-Ho wants the same consideration that Westconn Aviation has with their tenant. Mr. Estefan and Attorney Pinter will review before next

meeting. Attorney Pinter reported he explained to the two parties that was not the right format to explain to the commission on what they wanted; but a different format to explain their relationship. There is an understanding of how it should be done but has not been completed by the two parties. Mr. Kari Sorenson advised we supplied the exact same documents that Mr. Orifici supplied between him and U.S. Flight.

**A motion was made by Commissioner Oppermann to table Tally-Ho Aviation pending outcome of meeting with Attorney Pinter and Mr. Estefan, seconded by Commissioner Zilinek, and unanimously approved.**

***New Business***

Mr. Estefan read into minutes Sub-Committee Meeting Report dated April 21, 2015, copy attached.

Commissioner Baker asked if part of this sub-committee reported resolved the issue of taxiing on grass. Mr. Estefan reported when the ramp was designed there is grass parking on the airport which is a mute point. Planes can park on grass. Commissioner Baker stated can they taxi over the grass; which Mr. Estefan stated yes. Mr. Estefan advised this is one of the items to be covered in the Minimum Standards. Mr. Orifici stated how can you vote on this item when it was not on the agenda.

**A motion was made to accept the Sub-Committee Meeting Report by Commissioner Oppermann, seconded by Commissioner Zilinek, and unanimously approved.**

***Exit Aviation – Lease Renewal Request, see attached.***

Mr. Estefan read into minutes letter dated April 29, 2015 by Attorney Bryan Doto, copy attached. A copy of the lease is also attached. Mr. Estefan also read into minutes email from Attorney Pinter to Attorney Doto, dated May 9, 2015, copy attached. Commissioner Baker asked what's the usual time to cure default; which Attorney Pinter stated that a reasonable time is given and that is why we proposed a one year extension. Commissioner Omasta stated he has been over to Exit at all times of the day or week and there is no one there and no cars.

Attorney Doto representing Exit Aviation who stated there is a problem with the determination of non-compliance. There was a boundary line dispute with Westconn which Westconn finally removed planes and items from Exit property. Mr. Orifici then sent a letter to the commission triggering all this non-compliance inspection. Attorney Doto argued that Exit is open to people who have planes that need to be fueled. It has paid all its rent and all its fees. Under the lease he is entitled to exercise his ten year option; we have never once received a notice of default under this lease until we exercised our option to renew. There is nothing in the sub-committee report that is consistent with the non-compliance email I received. With this probationary one year period guidelines need to be set as to what needs to be done to get in compliance according to the commission's terms. Attorney Pinter stated there was no tie-in to anybody's letter; just what was inspected by the airport administrator and the sub-committee. Mr. Orifici read numerous complaints from pilots stating Exit is not an FBO as there are no facilities for anything which was listed on a website.

Chairman Ashkar stated the commission will hear from Attorney Doto and Attorney Pinter and will base our decision on their recommendations.

**Motion was made by Commissioner Oppermann that the lease extension for one year be granted as recommended by Attorney Pinter upon pending further investigation into the alleged allegations prior to September 1, 2015, and the extension of the 10 year lease, seconded by Commissioner Zilinek.**

Commissioner Baker recommended we accept our attorney's response to the renewal option letter but some guidelines should be drawn. Attorney Pinter suggested the commission put a "trigger" in the motion that the FBO will provide by September 1, 2015, return to the Administrator and the Commission with information that cures have been made, therefore, seeking the commission's permanent renewal. Commissioner Tamburri requested documentation of proof of hiring full time property manager, etc. Commissioner Omasta asked how we will be "policing" Exit Aviation. Chairman Ashkar stated Airport Administration will handle it.

**All in favor of the motion, carried unanimously.**

***Exit Aviation – Request to Change Permit from Permit D-Maintenance/Repairs to Permit C-Sales, see attached.***

Mr. Estefan read into the minutes letter dated March 19, 2015, copy attached.

**Motion was made to grant request to change from Permit D to Permit C by Commissioner Oppermann, seconded by Commissioner Tamburri.**

Commissioner Omasta stated he has no objection to change the permits but since this is an open issue with his lease is this request premature. Mr. Estefan stated no it is two different items.

**All in favor by Commissioners Oppermann, Zilinek, and Tamburri; Commissioner Omasta and Baker abstaining.**

*Westconn Aviation -- Request for Agenda Items, see attached.*

Mr. Estefan read into minutes letter dated April 14, 2015, submitted by Westconn Aviation.

Mr. Estefan advised the progress report on Sayers is in the hands of the attorneys however all work was completed. Mr. Orifici referencing his letter 2a we received an update on the tie downs; 2b for access was covered earlier; 2c Chairman Ashkar requested a proposal be brought to the commission. 3. Have proposed tie down but I want to table this item. Item 4 Mr. Estefan advised we have received a date for the next meeting. Mr. Orifici asked who was on the committee in which was stated that Chairman Ashkar , Mr. Toher, and Mr. Estefan.

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

RECEIVED

MAR - 2 2013

***EXECUTIVE AIR SERVICE, LLC***

53 Miry Brook Road  
Danbury, CT 06810  
Tel: 203-778-1150 Fax: 203-917-3436

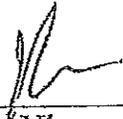
CORPORATION COURSE

January 01, 2013

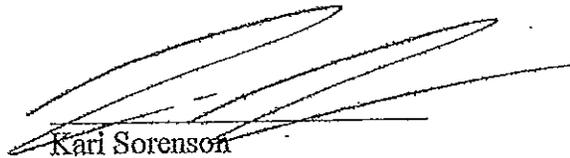
Re: Membership  
Tally-Ho Aviation, LLC  
Executive Air Service, LLC

This letter is to confirm that on December 05, 2012, Tally-Ho Aviation, LLC received 10 shares of Executive Air Service, LLC.

Also, on December 05, 2013, Executive Air Service, LLC received 10 shares of Tally-Ho Aviation, LLC.



\_\_\_\_\_  
Raf Nizan  
Managing Member  
Executive Air Service, LLC



\_\_\_\_\_  
Kari Sorenson  
Managing Member  
Tally-Ho Aviation, LLC

DANBURY AVIATION COMMISSION

DATE: 08/11/14

OPERATING LICENSE

Whereas, Executive Air Service (the Licensee) desires to operate a Maintenance Shop at the Danbury Municipal Airport, and whereas Tally Ho Aviation (the Licensor) has the right to operate such a facility under existing leasing standards, and further to license these rights, the Licensee and Licensor hereby enter into the following agreement:

Licensor agrees to allow Licensee to operate under the Licensor's lease and operating agreements as authorized by the Danbury Aviation Commission and Danbury City Council until such time that Licensor's agreement with Licensee expires, or until cancellation for cause by the City of Danbury occurs.

During the time that this agreement is in effect, the Licensee agrees to operate in accordance with the Aviation Commission's Minimum Standards and to timely pay all fees and overriding percentages as outlined under these Minimum Standards as they are presently stated or amended. These fees are payable as scheduled in the Minimum Standards.

The Licensee agrees to hold harmless the City of Danbury and its employees, the Licensor and its employees, for all operations performed by the Licensee within the scope of this agreement.

The annual fee and overriding percentages are hereby guaranteed by Licensor in the event of default by the Licensee, to be paid along with all reasonable attorney's fees and collection costs which may be incurred, in connection with the enforcement of any provision of this agreement. Licensee agrees to pay its Category B Permit Fee to the City of Danbury annually, in advance, commencing on the date hereof.

DATE:

8/11/14

LICENSEE:

[Signature]

DATE:

\_\_\_\_\_

LICENSOR:

\_\_\_\_\_

DATE:

\_\_\_\_\_

CITY OF DANBURY

John Ashkar, Chairman  
Danbury Aviation Commission

**Tally-Ho Aviation, LLC  
Amendment to Operating Agreement**

This Amendment to the Operating Agreement is made this 5<sup>th</sup> day of December, 2012, by and between Tally-Ho Aviation, LLC and Executive Air Service, LLC.

W I T N E S S E T H

WHEREAS, Kari Sorenson is the sole member of Tally-Ho Aviation LLC, a Connecticut limited liability company (the "Company"); and

WHEREAS, Executive Air Service, LLC desires to acquire a ten percent (10%) membership interest in the Company; and

WHEREAS, Kari Sorenson and Executive Air Service, LLC desire to amend the Operating Agreement of the Company dated as December 05, 2012 (the Operating Agreement) to reflect Executive's acquisition of a ten percent (10%) membership interest in the Company for Sorenson.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Sorenson hereby assigns ten percent (10%) of his membership interest in the Company to Executive.
2. Executive hereby agrees to be bound by those provisions of the Operating Agreement applicable to members of the Company.
3. The parties hereby amend the Operating Agreement to reflect that Sorenson is the owner of a ninety percent (90%) membership interest in the Company and Executive is the owner of a ten percent (10%) membership interest in the Company.

In all other respects, the Operating Agreement shall remain in effect and is hereby ratified and confirmed.



Kari Sorenson  
Sole Member  
Tally-Ho Aviation, LLC



Ran Nizan  
Managing Member  
Executive Air Service, LLC

March 19, 2015

Exit Aviation  
19 Miry Brook Road  
Danbury, Connecticut 06810

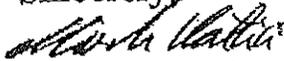
Dear Mr. Paul Estefan,

This letter is a request to switch Exit Aviation's current FBO Maintenance permit to an Aircraft Sales Permit. No changes will be made to the existing Fuel Farm Permit.

Per our conversation at your office on Wednesday, March 18 the switch to an Aircraft Sales Permit will not prevent any future changes back to a Maintenance Permit, if desired.

If you have any questions please feel free to contact me. Thank you very much for your time.

Sincerely,



Mirash Vatici

Owner, Exit Aviation  
Cell: (914) 906-1084  
Email: MVataj@Yahoo.com

DXR Commission Sub-Committee Meeting Report. April 21, 2015

The Danbury Aviation Commission Subcommittee meeting on Thursday, March 26, 2015 located at Exit Aviation LLC. 19 Miry Brook Rd. Danbury, CT. 06810. Was called to order at 12:00pm.

Commissioners Oppermann and Omasta were in attendance. Also Mirash Vatici and Chris Orffici were there.

Now that the snow has mostly abated it was easy to visualize the boundary line. Mirash offered to show us around the disputed property area, which has been cleared of Westconn items other than the electrical outlet boxes. These will be removed soon weather permitting as per Chris. Pertaining to this area the question arose. At Danbury airport is it acceptable for aircraft to park on the grass? The responsibility for these aircraft remains with the aircraft owner and/or the FBO that allowed them to park there. The required clearance between the taxiway and aircraft parking must be maintained. If parking is allowed then an aircraft should be able to transit that grass area to reach the taxiway. We will need clarification from airport Administrators as to the regulations in place for taxiing over a grassy area. This access is not likely in the winter months due to snow.

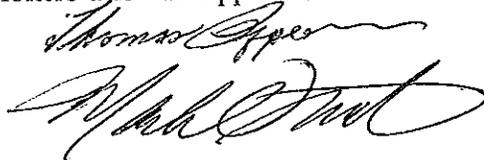
Also the outdoor chemical toilet was now in a useable area. The reason for this potty, is for customers that arrive late at night and have to relieve themselves, if not being able to access the office facilities. We had the pleasure of meeting with the site manager Ms. Sue Likovic whose office is located upstairs with a view of the immediate ramp area. She advised that her hours there are mostly 9:30am to 5:00pm.

The first floor lobby is small with a counter and a bathroom. We did not notice an area for pilots to do flight planning and did not see a computer available for flight preparation. Mirash sent me an E mail that there is a laptop there for pilots that we did not notice.

Mirash gave us a tour of the fuel farm system and explained that Alex G. Vishnefsky from Executive Aviation monitors the fuel farm as necessary. I received a copy of his 139 approved Supervisors Fuel Training Courses. A copy of the check to World Fuel for \$6,616.39 dated 12-5-14 to resupply the fuel farm tank, was provided. This shows that the fuel from the tank is being used. Mirash said Paul Estefan received additional fuel receipts from him. Since Mirash is not doing aircraft maintenance he has decided to give up that permit and to do aircraft sales. My question to the commission is: If Exit Aviation is an FBO by the fact that he has fuel sales and aircraft sales. Now if he also paid for a aircraft maintenance permit but did not do any aircraft maintenance would that put his FBO status in jeopardy? It seems as long he is active in two pursuits he meets the requirements for FBO status. Is there a ruling for this? We were showed that Exit Aviation is advertising in at least one publication called the "Controller".

The hangar that is currently being used to house the aircraft owned by Mirash has now been leased to Yllmir Realty Corp. for the storage of their aircraft. This is a 5 year lease.

Very truly commissioners Thomas Oppermann and Mark Omasta





Paul Estefan &lt;p.estefan@danbury-ct.gov&gt;

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**Fwd: Exit LLC - lease renewal**

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Les Pinter &lt;l.pinter@danbury-ct.gov&gt;

Sat, May 9, 2015 at 11:26 AM

To: "Bryan V. Doto" &lt;bdoto@dotolawfirm.com&gt;

Bcc: p.estefan@danbury-ct.gov

Bryan - The Administrator has reviewed the April 29, 2015 notification of option exercise set forth in Article 1 of the Curtiss Aero lease (as assumed by EXIT in 2012). Pursuant to normal review of operations for every tenant when seeking such a renewal, part of the checklist is whether an operator is in compliance with all provisions of the lease agreement.

In the case of EXIT, it has been determined that EXIT is **out of compliance** with respect to:

Article 6: EXIT has no on-site management and thus no proper accountability on either the leased site or the situs of office and facility operations. This is a requirement of the lease and has not occurred.

Article 15 a. and b.: EXIT, as a result of the foregoing, and in general, has not been making its services and facilities available to the general public. This could put the City at risk with respect to FAA sponsor assurance and other requirements.

Additionally, EXIT has two permits, fuel and maintenance. Neither appears to have personnel or operations sufficiently available to maintain said permits properly. This fails to comport with the general requirements of aviation operations and services to be performed to the benefit of the public, as well as to the benefit of DXR viability and public obligation.

*Based on the foregoing, the Administrator has authorized a one (1) year conditional lease renewal in order for the tenant to correct these items adequately, which if accomplished would allow for reconsideration of the full option term at that time (September 1, 2016) for the remaining nine (9) years.*

The Administrator will advise the Aviation Commission of this action at its next meeting. The Commission, in its discretion, will or may consider any action(s) on the FBO permits that maybe affected by this decision.

Please direct any administrative or operation communication to the Administrator's office. Let me know if you have any questions otherwise.

regards,  
Les

[Quoted text hidden]

# LAW FIRM OF BRYAN V. DOTO, LLC

Bryan V. Doto, J.D.\*, LL.M. (Tax)

131 Deer Hill Avenue, Danbury, CT 06810  
TEL: (203) 744-1404 FAX: (203) 744-1405  
EMAIL: bdoto@dotolawfirm.com

April 29, 2015

\*also admitted in New York

**SENT VIA FIRST CLASS MAIL & FAX (203) 796-8043**

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

**Re: City of Danbury to Exit LLC  
Danbury Airport Lease**

Dear Les:

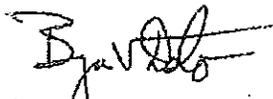
As you know, I represent Exit LLC. Exit LLC is the assignee of a certain lease between the City of Danbury and Curtiss Aero, dated September 1, 2005. The Assignment and Assumption Agreement was entered into between the City of Danbury, Curtiss Aero, LLC and Exit LLC on June 20, 2012. Copies of said lease and Assignment and Assumption Agreement are enclosed herewith (hereinafter referred to, collectively, as the "Lease").

Pursuant to Section 1 of the Lease, my client has the option to renew the Lease for an additional ten (10) year term at the then established "rent per acre" rate or an increase of ten percent (10%) over the rent, which is greater, plus annual CPI, conditioned upon my client providing four (4) month's written notice in advance. The renewal term would commence on September 1, 2015.

Please accept this letter as written notice that Exit LLC hereby exercises its option to renew the Lease for an additional ten (10) year term. Please confirm the new rental rate for the renewal term at your earliest convenience.

Thank you for your continued cooperation in this matter. Should you have any questions, please feel free to call me.

Very truly yours,



Bryan V. Doto

Enclosure

cc: Exit LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

AGREEMENT made this ~~17th~~<sup>20th</sup> day of ~~April~~<sup>June</sup>, 2012, by and between the CITY OF DANBURY, whose address is 155 Deer Hill Avenue, Danbury, Connecticut 06810 ("Landlord"), Curtiss Aero, LLC, a Connecticut limited liability company with an address of 19 Miry Brook Road, Danbury, Connecticut 06810 ("Tenant"), and EXIT LLC, a Connecticut limited liability company with an address of 33 Mill Plain Road, Danbury, Connecticut 06810 ("Assignee").

WITNESSETH:

WHEREAS, Landlord entered into a certain Lease with Raymond C. Florczak, d/b/a Curtiss Aero dated September 1, 2005, for a parcel of land located in Danbury, Connecticut, and more particularly described therein (hereinafter referred to as the "Lease"); and

WHEREAS, the Lease was assigned to Tenant by Assignment and Assumption Agreement dated March 28, 2007; and

WHEREAS, in connection with the sale by Tenant to Assignee of certain property abutting the leased property, Tenant desires to assign its rights, subject to its obligations, under the Lease to Assignee, and Assignee desires to accept and assume such rights and obligations of Tenant; and

WHEREAS, the Lease prohibits such assignment by Tenant without the written permission of Landlord; and

WHEREAS, Landlord, at the request of Tenant, has agreed to consent to the assignment of the Lease by Tenant to Assignee, and to permit Assignee to assume the obligations of Tenant under the Lease and to release Tenant from all further liability or obligations to Landlord thereunder.

NOW, THEREFORE, for good and valuable consideration received by Tenant, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent to Assignment of Lease. Landlord hereby consents to the assignment by Tenant to Assignee of all of Tenant's rights, subject to all of Tenant's obligations, under the Lease.
2. Consent to Assumption. Landlord hereby consents to the assumption by Assignee of all rights and obligations of Tenant under the Lease, as hereinafter provided.
3. Release of Tenant by Landlord. Landlord hereby releases Tenant from all further liability and obligations to Landlord under the Lease, except for any liability or obligations arising thereunder prior to, and remaining unpaid or unremedied as of, the date hereof.

4. Assignment and Assumption. Tenant hereby transfers and assigns to Assignee and its permitted successors and assigns all of Tenant's rights and interest, subject to all of Tenant's obligations, under the Lease, and Assignee hereby assumes all rights and obligations of Tenant thereunder, and agrees to pay and perform, all obligations of Tenant under the Lease to be performed or complied with and arising or accruing from and after the date hereof; it being understood, however, that Assignee shall have no obligation or liability under the Lease to the extent the same arises out of or relates to any time prior to the date hereof and such assumption shall not relieve Tenant of any liability for any breach committed by Tenant under the Lease prior to the date of this Agreement and liability for such breach shall continue to be an obligation of Tenant and shall not be assumed by Assignee.

5. Indemnity by Tenant. Tenant does hereby for itself and its legal representatives, successors and assigns agree to indemnify and save harmless Assignee and Landlord, and their respective legal representatives, successors and assigns, from any obligation for payment and performance of Tenant under the Lease which accrued prior to the date hereof and from and against any and all claims, costs, charges, expenses, losses and fees, including, but not limited to, reasonable attorneys' fees, arising from or as a result of Tenant's acts or omissions, and arising prior to the date hereof, asserted by any person or persons claiming under or with respect to the Lease or the premises demised thereunder.

6. Indemnity by Assignee. Assignee does hereby for itself and its legal representatives, successors and assigns agree to indemnify and save harmless Tenant and Landlord, and their respective legal representatives, successors and assigns, from any further obligation for payment and performance of Tenant under the Lease which accrues after the date hereof, and against any and all claims, costs, charges, expenses, losses and fees, including, but not limited to, reasonable attorneys' fees, arising from or as a result of Assignee's acts or omissions, and arising on or after the date hereof, asserted by any person or persons claiming under or with respect to the Lease or the premises demised thereunder.

7. Successors and Assigns. This Assignment and Assumption Agreement and the provisions herein contained shall be binding upon and shall inure to the benefit of Tenant and Assignee and their respective successors and assigns.

8. Governing Law. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Connecticut.

9. This Assignment and Assumption Agreement may be executed in any number of counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose.

IN THE PRESENCE OF:

TENANT:  
Curtiss Aero, LLC

CURTISS AERO, LLC  
By: [Signature]  
MEMBER

Name: H. Curtis Brunjes  
Title: Member

ASSIGNEE:  
EXIT LLC

[Signature]  
PRS

By:

Name: Mirash Vafici  
Title: Member

LANDLORD:

Robin A Shepard

CITY OF DANBURY  
By: [Signature]  
Name: Mark D. Binghamton  
Title: Mayor

STATE OF CONNECTICUT )  
 ) ss: Danbury  
COUNTY OF FAIRFIELD )

The foregoing instrument was acknowledged, before me, this 20<sup>th</sup> day of June, 2012, by Mark D. Boughton, Mayor, of the City of Danbury, as his free act and deed and the free act and deed of said City.

Robin A. Shepard  
Commissioner of the Superior Court  
Notary Public Robin A. Shepard  
My Commission Expires: 03/31/2016

STATE OF CONNECTICUT )  
 ) ss: Danbury  
COUNTY OF FAIRFIELD )

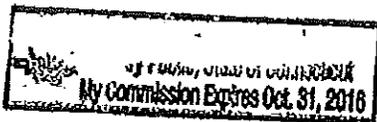
The foregoing instrument was acknowledged, before me, this 12 day of April, 2012, by H. Curtis Brunjes, Member of Curfiss Aero, LLC, as his free act and deed and the free act and deed of said limited liability company.



[Signature]  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: 10/31/2016

STATE OF )  
 ) ss:  
COUNTY OF )

The foregoing instrument was acknowledged, before me, this 12 day of April, 2012, by Mirash Vatici, Member of Exit LLC, as his free act and deed and the free act and deed of said limited liability company.



[Signature]  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: 10/31/2016

CURTISS AERO

LEASE

THIS LEASE made this 1<sup>st</sup> day of September 2005, between the CITY OF DANBURY, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and CURTISS AERO, a Connecticut corporation having an office and principal place of business at 19 Miry Brook Road, Danbury, Connecticut, 06810, hereinafter referred to respectively as "LESSOR" and "LESSEE".

WITNESSETH:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on Exhibit A attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, as amended, a copy of which is attached hereto and made a part hereof as Exhibit B. IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM

The term of this lease (which lease automatically supercedes any other lease for the premises), shall be for ten (10) years, commencing on the date hereof, at the rent rate of FIVE THOUSAND ONE HUNDRED & 00/100 DOLLARS (\$5,100.00) PER ACRE plus CPI payable yearly, in advance. There shall be one (1) ten (10) year renewal option given to the LESSEE at the then established "rent per acre" rate or an increase of ten percent (10%) over the rent, whichever is greater, plus annual CPI, conditioned on LESSEE providing four (4) months' written notice in advance.

2. WAIVER OF CLAIMS

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair.

3. UTILITIES / INSURANCE / TAXES

LESSEE will pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar service supplied to said premises. LESSEE will also maintain liability insurance in the amount of \$1,000,000 (per Aviation Commission) which amount may be increased from time to time upon notification to LESSEE by LESSOR,

naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof. LESSEE will also pay such property taxes as may be assessed by the LESSOR.

4. TITLE TO STRUCTURES.

Title to all appurtenant structures as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the term of this lease and any renewal thereof. At such time as this lease has terminated, title in and to all appurtenant structures not presently owned by the LESSOR shall revert to LESSOR.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the Aviation Commission, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with CURTISS AERO. CURTISS AERO, further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at 18 Miry Brook Road, Danbury, Connecticut, 06811. All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing same in the United States mail, postage prepaid, certified mail, return receipt requested

addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 165 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

**8. ADHERENCE TO AIRPORT REGULATIONS.**

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 139 Compliance procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

**9. RIGHT TO INSPECT.**

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

**10. AIRPORT RULES AND REGULATIONS.**

All applicable provisions of Exhibit B attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

**11. SUCCESSORS AND ASSIGNS.**

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

**12. QUIET ENJOYMENT.**

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

**13. WASTE.**

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted.

**14. TERMINATION / RE-ENTRY / NO NOTICE.**

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any

of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waives the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

#### 15. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

- a. to conduct its operations on the airport for the use and benefit of the public;
- b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;
- c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

#### 16. TERMINATION BY LESSOR.

In the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination except for such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such

payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

**17. HOLD OVER.**

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR.

**18. ADMINISTRATIVE APPROVALS.**

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission and/or the Planning Department, as applicable, of the City of Danbury, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

**19. FAA SECTION 308 REFERENCE.**

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

**20. LESSOR RESERVATION OF RIGHTS.**

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

**21. LESSOR DEVELOPMENT RIGHTS.**

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

**22. SUBORDINATION.**

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

**23. COMPLETE AGREEMENT.**

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

**24. GOVERNING LAWS.**

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

**25. FEES.**

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter may be amended.

**26. NON-DISCRIMINATION.**

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

**27. PERMISSION.**

Whenever used herein, the terms "Permission" or "Consent of the LESSOR" shall be obtained which shall not be unreasonably withheld, the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said Aviation Commission by LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

**28. MORTGAGE / ENCUMBRANCE.**

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

**29. RIGHT OF FLIGHT / AIRSPACE.**

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

**30. HAZARDS.**

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical

interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

**31. HEIGHT RESTRICTIONS.**

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace above the limits set forth in the overlay map as amended from time to time entitled "FAA Part 77 Surfaces" drawing No. 7 prepared by Edwards & Kelcey, Inc. Dated June 17, 1986 on file with LESSOR, and to remove from said airspace, at the LESSEE'S expense or at the sole option of the LESSOR, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LESSEE'S property for the above purpose.

**32. COVENANTS RUNNING WITH LAND.**

The LESSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

**33. SPONSOR ASSURANCE.**

The LESSEE for itself, its personal representatives, successors in interest and assigns does hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, LESSEE will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

**34. NON-DISCRIMINATION; D.O.T.**

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a

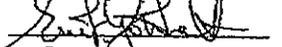
D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

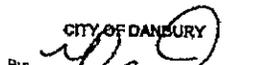
**35. NON-DISCRIMINATION / FEDERAL: 49 CFR PART 1.**

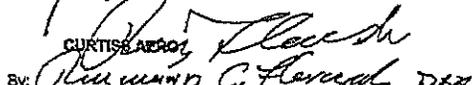
The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.

Signed, sealed and delivered  
in the presence of

  
Robin A. Shepard

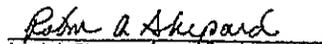
CITY OF DANBURY  
By:   
Mark D. Boughton  
Its Mayor

CURTIS A. FLOREZ  
By:   
Raymond C. Florez

  
Notary Public  
STATE OF CONNECTICUT }  
COUNTY OF FAIRFIELD } ss: Danbury

On this the 26<sup>th</sup> day of August, 2005, before me, Robin A. Shepard, the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

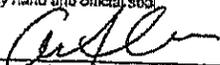
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Robin A. Shepard  
Notary Public  
Commissioner of the Superior Court  
my comm. expires  
8 03/31/2006

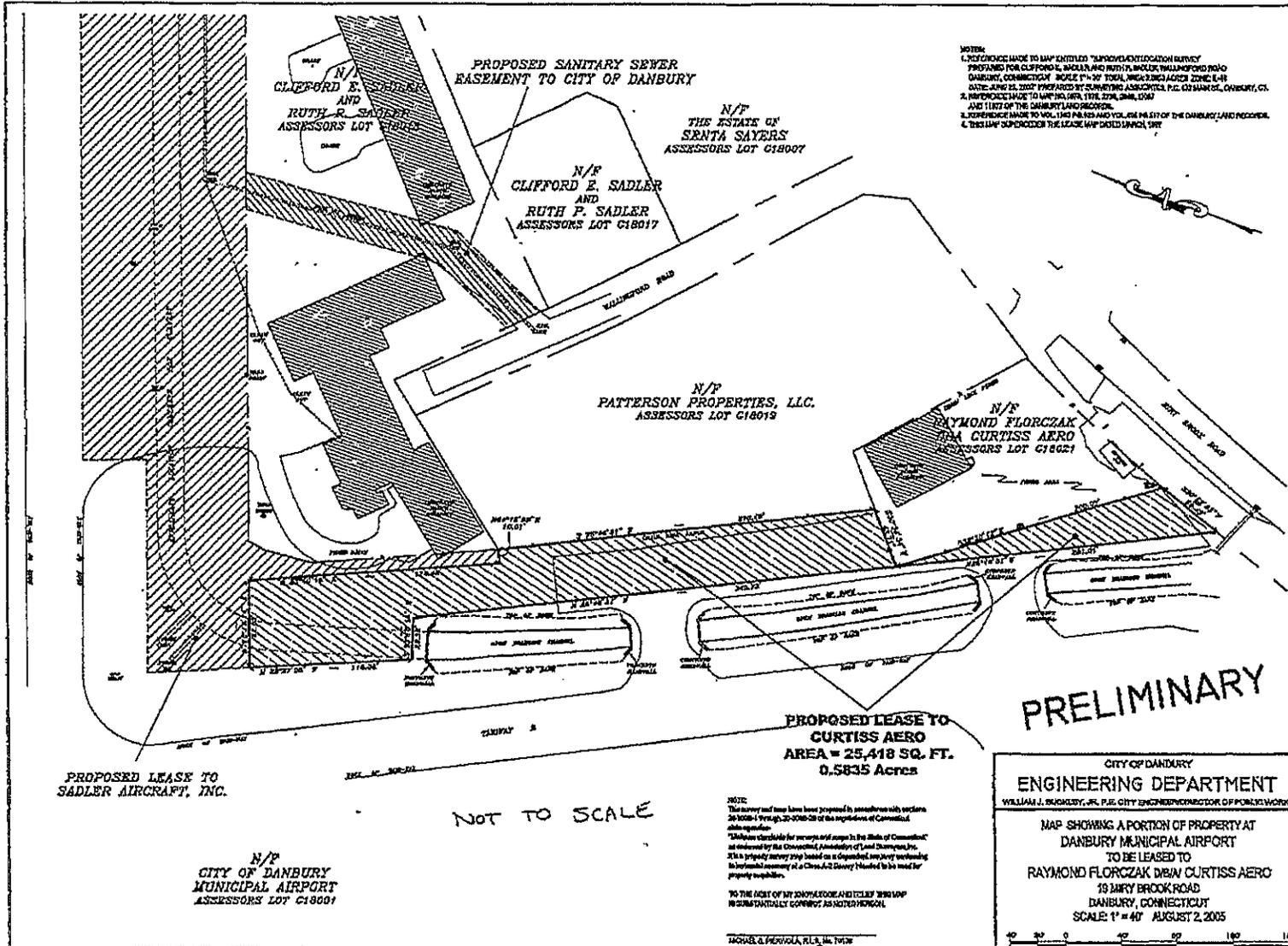
New York  
STATE OF CONNECTICUT )  
Westchester ) ss: Danbury  
COUNTY OF FAIRFIELD )

On this the 12<sup>th</sup> day of August 2005, before me, Anthony J. Messina the undersigned officer, personally appeared Raymond FLOREZAK, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

  
\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

ANTHONY J. MESSINA  
Notary Public, State of New York  
No. 4007854  
Qualified in Westchester County  
Commission Expires June 5, 2006



NOTE:  
 1. REFERENCE MADE TO MAP ENTITLED "APPROXIMATE LOCATION SURVEY"  
 PREPARED FOR CLIFFORD E. SADLER AND RUTH P. SADLER WALLINGFORD ROAD  
 DANBURY, CONNECTICUT. SCALE 1" = 200' TOTAL AREA 2.16 ACRES DATED 1-18-  
 DATE: JUNE 24, 2002 PREPARED BY SURVEYING ASSOCIATES, P.L.L.C. DANBURY, CT.  
 2. REFERENCE MADE TO MAP DATED 1978, 27A, 28A, 29A,  
 AND 1127 OF THE DANBURY LAND RECORDS.  
 3. REFERENCE MADE TO VOLUME 1343 PAGES AND VOLUME 1651 OF THE DANBURY LAND RECORDS.  
 4. THIS MAP SUPERSEDES THE LEASE MAP DATED JANUARY 1987.

PROPOSED SANITARY SEWER  
 EASEMENT TO CITY OF DANBURY

N/F  
 CLIFFORD E. SADLER  
 AND  
 RUTH P. SADLER  
 ASSESSORS LOT C18016

N/F  
 THE ESTATE OF  
 SANTA SAYERS  
 ASSESSORS LOT C18007

N/F  
 CLIFFORD E. SADLER  
 AND  
 RUTH P. SADLER  
 ASSESSORS LOT C18017

N/F  
 PATTERSON PROPERTIES, LLC.  
 ASSESSORS LOT C18019

N/F  
 RAYMOND FLORCZAK  
 DBA CURTISS AERO  
 ASSESSORS LOT C18021

WALLINGFORD ROAD

PROPOSED LEASE TO  
 SADLER AIRCRAFT, INC.

PROPOSED LEASE TO  
 CURTISS AERO  
 AREA = 25,418 SQ. FT.  
 0.5835 Acres

PROPOSED LEASE TO  
 SADLER AIRCRAFT, INC.

N/F  
 CITY OF DANBURY  
 MUNICIPAL AIRPORT  
 ASSESSORS LOT C18001

NOT TO SCALE

NOTE:  
 This survey and map have been prepared in accordance with sections  
 36-102B-1 through 36-102B-28 of the regulations of Connecticut  
 regulations.  
 "No warranty is made for accuracy and maps in the State of Connecticut"  
 as ordered by the Connecticut Commissioner of Land Services, Inc.  
 It is hereby agreed that the map is a general survey and is not to be used for  
 property boundaries.  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP  
 IS SUBSTANTIALLY CORRECT AND TRUE.

PRELIMINARY

CITY OF DANBURY  
**ENGINEERING DEPARTMENT**  
 WILLIAM J. SUGLESKY, P.E., P.L.C. CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

MAP SHOWING A PORTION OF PROPERTY AT  
 DANBURY MUNICIPAL AIRPORT  
 TO BE LEASED TO  
 RAYMOND FLORCZAK DBA CURTISS AERO  
 19 MEY BROOK ROAD  
 DANBURY, CONNECTICUT  
 SCALE: 1" = 40' AUGUST 2, 2005

EXHIBIT B

MINIMUM STANDARDS FOR  
LEASE AND/OR USE  
OF  
BANNURY MUNICIPAL AIRPORT  
EFFECTIVE MAY 10, 1980

The purpose of the Rules and Regulations is to promote the general welfare of the Airport, have it operate as a viable entity, insure the safety of all persons living and working contiguous to and all persons using the Airport, protect all property on and adjacent to the Airport and benefit the CITY OF DANBURY and the region by enhancing aviation, air transportation and aeronautical activities.

c. 2. DEFINITIONS:

2.0. The Airport Administrator will be the designated agent of the Aviation Commission with the authority to enforce these Minimum Standards for the purposes stated in section 1.

2.1. The CITY OF DANBURY, CONNECTICUT is hereinafter referred to as the "CITY".

2.2. The Danbury Aviation Commission is hereinafter referred to as the "COMMISSION".

2.3. The Federal Aviation Administration is hereinafter referred to as the "F.A.A.".

2.4. The Danbury Municipal Airport is hereinafter referred to as the "AIRPORT". It includes:

(a) All City-owned land, defined as and entitled, "DANBURY MUNICIPAL AIRPORT, property of the town of Danbury, Hely Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Hopp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1967, and filed in the Town Clerk's Office of the City of Danbury, and approximately five (5) acres of land acquired by the City of Danbury from Lena Hauck Lee, by warranty deed dated February 18, 1959, and recorded in Volume 340, page 215 of the Danbury Land Records.

(b) All land acquired in the future by the City for the Airport;

(c) All of the rights, title and interest of the City in and to aviation easements now in existence, or acquired in the future, for the benefit of the Airport;

(3) All of the right, title and interest of the City in and to pole line easements to Airport hazard beacon now in existence, or acquired in the future, for the benefit of the airport, which easements are, or may be located both in the City of Danbury and Town of Ridgefield.

2.5. A fixed-base operator, hereinafter referred to as an "F.B.O.", is any person, firm, corporation or other entity (1) located on either City-owned property or on privately-owned property contiguous to the Airport runway-taxiway system to which access or free access, granted by deed, may be granted by the Commission under terms of these Rules and Regulations and (2) performing services in two or more of the following categories:

(a) Sale of aviation petroleum by products and ramp service, hereinafter referred to as "Category A";

(b) Flight instruction for either fixed-wing aircraft or rotorcraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club hereinafter referred to as "Category B";

(c) Aircraft sales, hereinafter referred to as "Category C";

(d) Repair and Maintenance of all aircraft, engines, propellers, and accessories, hereinafter referred to as "Category D";

(e) Avionic sales, repairs and maintenance, hereinafter referred to as "Category E";

2.6 An AIRPORT TENANT is any person, firm, corporation or other entity, located on City-owned property performing a service in one of the following categories:

(a) Fuel sales - Excluded

(b) Flight instruction for either fixed-wing aircraft or rotorcraft, aircraft rental, aircraft charter or non-schedule air taxi service, operation of a flying club;

(c) Aircraft sales;

(d) Repair and Maintenance of aircraft, engines, propellers, and accessories;

(e) Avionic sales, repairs and maintenance;

No persons, firms, corporations or other entities not otherwise exempt from the provisions of these rules and regulations shall use the Airport as a direct or an indirect means for carrying on any business or commercial activity, except as following:

- 3.1 An FBO operating under a lease from the City who possesses a permit issued by the Commission;
- 3.2 An FBO who is not a lessee of the City, but who possesses a permit issued by the Commission;
- 3.3 A sublessee or licensee of an FBO as described in subsection of 3.1 above, (1) whose sublessee or licensee, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublessee, or licensee, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be automatically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.
- 3.4 A sublessee or licensee of an FBO as described in subsection 3.2 above, (1) whose sublessee or licensee, if said sublessee or licensee is engaged in a permit related activity as described in section 7 hereof, has been approved by the Commission, or (2) whose sublessee or licensee, if said sublessee or licensee is not engaged in a permit related activity as described in section 7 hereof, contains a provision that all activities of said sublessee shall be automatically related, as defined or construed in these Rules and Regulations and in the "Sponsor Assurances Agreement" between the Commission and the F.A.A.
- 3.5 Any person or entity providing a specialized service as specified in Section 6 hereof and operating under a permit issued by the Commission.
- 3.6 An Airport Tenant operating under a lease from the City who possesses a permit issued by the Commission.

ec. 4. EXCLUSIONS

The following operations are excluded from and covered by these Rules and Regulations:

- 4.1 any operation by the Federal Government or one of its departments or agencies;

- any operation by the State Government or one of its departments or agencies;
- 4.3 any operation by the City or by one of its departments or agencies;
- 4.4 scheduled air carrier operations;
- 4.5 scheduled air taxi operations, or commuter airlines, or the equivalent thereof;

5. STATEMENTS OF POLICY:

- 5.1 No permit shall be issued or renewed by the Commission for any FBO commencing its operations on or after September 01, 1969, unless it has fully complied with these Rules and Regulations. However, the Commission may issue permits to any persons or entity listed in subsections 3.3, 3.4, 3.5 above without requiring full compliance with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings. All permittees, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees. In the event that an FBO and another operation operating under either Sec. 3.3 or 3.4, an land controlled by said FBO, both performing services under any category listed in Sec 7.4., then such shall be liable for fees generated by its own operations. Subject to the approval of the Commission, lessors or licensees of an FBO or others operating pursuant to an agreement with an FBO and the FBO involved may apportion their liability for use fees by agreement. The issuance of permits to persons or entities listed in subsection 3.3 and 3.4 shall not relieve any F.B.O. from the obligation to perform at least 2 categories of service; as required pursuant to subsection 2.3.
- 5.2 Any persons or entity having a permit issued by the Commission in effect as of August 31, 1969 shall be allowed to operate at the airport with out fully complying with the portions of these Rules and Regulations relating to the number of categories and to the minimum physical requirements for land and buildings if the Commission determines that the continuation of such an operation is in the public interest or if the Commission determines it would be an extreme hardship, financial, or otherwise, for such a person or entity to fully comply with said portions of these Rules and Regulations. All such persons or entities, however, are required to fully comply with the portion of these Rules and Regulations dealing with fees.

5.3. In addition to the requirements of the FAA and pursuant to subsection 11.5 hereof, the Commission may establish such Rules and Regulations as are necessary for Safe and Orderly operation of the Airport. Any Rules and Regulations so established shall be appended hereto.

5.4. It is the policy of the Commission to prohibit non-aeronautical operations at the Airport.

6. RULES AND REGULATIONS PERTAINING TO CERTAIN SPECIALIZED SERVICES:

6.1. FLYING CLUBS. No flying club not operated by an FBO shall be based at the Airport until it has obtained a permit from the Commission. A flying club shall require equal ownership in the club's aircraft by all members, each of whom shall possess, at a minimum, a current FAA medical certificate. It must not consist of less than five (5) and not more than twenty-five (25) members. Flight instruction in club aircraft may be given only to club members and only by a certified flight instructor.

6.2. All other specialized services relative to aviation as defined and approved by the Commission.

7. RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES

7.1. No person, firm, corporation or other entity described in Sec. 3. hereof shall conduct activities at the Airport until receipt from the Commission of a permit to so act. A duly executed lease from the City shall not be considered a permit. Any permit issued to a lessee shall remain in effect during the term of the lease between the parties unless such permit is suspended, revoked or surrendered pursuant to Sec. 10. of these Rules and Regulations.

7.2. Prior to issuance of a permit, an applicant shall submit, at the request of the Commission, a report satisfying the Commission that it is technically and financially able to perform the proposed categories of service and is able to meet the insurance requirements of these Rules and Regulations.

7.3. In order to satisfy the Commission as may be required in subsection 7.2. above, each applicant shall show the Commission or its designee to inspect its financial background and any other records that are relevant to the requirements of subsection

- 7.4. Any information obtained by the Commission pursuant to this section shall be kept in strictest confidence. In addition to the requirements of subsection 7.2., the Commission may require each applicant to furnish evidence of its credit, or information relating to the experience, character or ability of the applicant to perform the proposed services.
- 7.5. Subject to the provisions of Sec. 5., permittees operating under categories defined in subsection 2.5 shall conform to the following requirements.

(a) CATEGORY A (FUEL). Permittees performing operations under Category A shall:

- (i) Provide and maintain below-ground, fiberglass, storage tanks (in the case of new or replacement of existing installations) for AVGAS, REGULAR GAS and may, at the discretion of the permittee, also provide and maintain a below ground storage tank for JET FUEL. All such fiberglass storage shall have at least a 4,000 gallon capacity. No permittee shall obtain title to any such below-ground fiberglass storage tanks or accessories without the prior written consent of the Common Council of the City of Danbury, Connecticut and the Commission. Provided however, that the below-ground fiberglass storage tanks shall not be required if the permittee obtains a permit from the Commission authorizing the use of tank trucks for such purpose. Authorized mobile operations shall comply with all applicable Federal, State, and Local laws, rules and regulations.
- (ii) Provide and maintain pumping equipment capable of servicing all aircraft normally using the Airport. The pumping equipment shall meet all applicable safety requirements;
- (iii) Provide and maintain a building having a minimum size, as specified in subsection 7.10 below. Said buildings shall provide a separate area conveniently located and comfortably heated for public use, including, but not limited to, a waiting room for passengers and crew of itinerant (non-scheduled) aircraft, office space, sanitary rest rooms and public telephones;

## (b) CATEGORY B. (INSTRUCTION, RENTAL, CHARTER OR TAXI AND FLYING CLUBS:

A. Permittees providing flight instruction services shall conform to the following requirements:

- (i) Provide a minimum of one certified instructor pilot on a fulltime basis;
- (ii) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for flight instruction;
- (iii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said buildings shall provide a separate area consisting of classroom; office space, sanitary rest rooms and public telephones;

B. Permittees providing aircraft rental services shall conform to the following requirements:

- (1) Provide and at all times maintain a minimum of two aircraft properly equipped, licensed and certified for rental;

C. Permittees providing charter services shall conform to the following requirements:

- (i) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for charter services;
- (ii) Provide and at all times maintain at least one aircraft certified and airworthy for air charter service, owned or leased by and under the absolute control of the permittee.

D. Permittees providing non-scheduled air taxi service shall conform to the following requirements:

- (1) Provide a minimum of one certified pilot who satisfies the relevant FAA ratings for the type of air taxi service offered;
- (ii) Provide and at all times maintain at least one aircraft certified and airworthy for air taxi service that is owned or leased by and under the absolute control of the permittee;

(c) CATEGORY C. (SALES). Permittes performing operations under Category C shall:

- (i) Provide a minimum of one full-time, qualified demonstrator pilot;
- (ii) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate area for suitable office space and adequate sanitary facilities.

(d) CATEGORY D (REPAIRS). Permittes performing operations under Category D shall:

- (i) Provide and maintain a hangar having a minimum size as specified in subsection 7.10 below. Said hangar shall provide a separate area for suitable office space and adequate sanitary facilities.
- (ii) Furnish facilities and equipment for air frame and power plant repairs with at least one certified mechanic. In the case of a certified FAA repair station a licensed repairman shall be allowed. Such facilities shall provide for both major and minor repairs in the types of aircraft normally utilizing the airport.

(e) CATEGORY E. (AVIONICS SALES AND SERVICE): Permittes performing operations under Category E shall:

- (i) Provide and maintain a building having a minimum size as specified in subsection 7.10 below. Said building shall provide separate areas with adequate space for office, shop, storage, avionics, aircraft repair, and sanitary facilities;
- (ii) Provide a technician having appropriate FCC and FAA certification who shall conduct complete aircraft transmitter, receiver, and antenna repair and installation;

7.6 Prior written approval from the Commission shall be required before commencement of any construction on City property or on adjacent property with respect to which a permit exists or is under consideration by the Commission. Such approval shall not be unreasonable withheld; provided, however, that approval shall not be granted, if said construction is inconsistent with the Master Plan for development

of the Airport. FAA form 7460-1 "Notice of proposed construction or Alteration", or its equivalent shall be submitted to the FAA through the Commission and approved by the FAA before approval is granted by the Commission.

- 7.7. All permittees shall adopt procedures acceptable to the Commission to insure that all personnel operating aircraft owned, leased, or under the control of said permittees have appropriate FAA ratings and current FAA Medical Certificates.
- 7.8. All permittees located on, or contiguous to, Airport property shall provide a concrete or flexible asphalt accessway to existing runways or taxiways. Such access-ways shall be designed and constructed in accordance with specifications approved by the Commission in writing. Said specifications shall require such width and strength as is necessary to service the class and weight of aircraft expected to use the particular access-way.
- 7.9. All permittees and aircraft owners shall be responsible for promptly removing damaged aircraft owned, leased or controlled by them from the runway, taxiway or public use areas of the Airport, in accordance with applicable FAA regulations.
- 7.10. All permittees shall abide by all rules and regulations promulgated by the Commission or the FAA necessary for the safe operation of the Airport including, but not limited to, flight and ground operations on, or in the vicinity of, the Airport.
- 7.11. All FBO's shall provide a minimum of combined building and hangar space equal to or greater than 9,000 square feet.
- 7.12. All FBO's shall be responsible for the maintenance and repair, including snow removal, of all ramps and access-ways on or leading from Airport runways or taxiways to their leased or owned premises.
- 7.13. Each permittee shall agree to protect the public generally, their customer or clients, the City of Danbury and the Commission from any and all lawful damages, claims, or liability arising out of its use of the Airport by carrying comprehensive general liability insurance with a reputable company, licensed with the State of Connecticut, for bodily injury and property

damage liability combined single limit \$1,000,000.00 each occurrence. All permittees shall name the City of Danbury as an additional insured and furnish a certificate of insurance to the Airport Administrator or his designee. It is further understood that as circumstances in the future dictate, the Commission may require an increase in reasonable amounts in bodily injury liability and or property damage liability insurance.

- 7.14. All FBO'S shall comply with the provisions of sec. 18-13 of the Danbury Code of Ordinances. In addition, all other permittees who own, lease or control aircraft at the Airport shall comply with said provisions of Sec. 18-13.
- 7.15. (a) All FBO's shall provide a minimum of 5 acres of land regardless of the number of categories of service provided. Excluded from this provision are the properties of less than 5 acres presently occupied by existing FBO's at Danbury Municipal Airport. Any property consisting of 5 acres or less may not be subdivided for FBO operations.
- (b) The maximum land for the Airport Tenant shall be one acre.
- 7.16 No permittees shall assign or sublease rights granted under a permit issued by the Commission, or allow any other person, firm, corporation or entity to operate or conduct any business venture at the Airport without prior written approval of the Commission.
- 7.17 All F.B.O.'s operating under category "A" shall notify the Airport Administrator of deliveries of fuel to be used in any aircraft or rotocraft at least 72 hours prior to said deliveries. All F.B.O.'s receiving fuel under this category shall supply a copy of the tank truck delivery ticket to the Airport Administrator's Office within 72 hours after the delivery.
- The Comptroller's Office shall bill the FBO's and payment shall be within 10 days of the billing date. Interest to be charged at the current rate of 1 1/2 % on the unpaid balance per month.
- 7.18 All permits issued by the Commission hereunder shall be subject to the provisions of any "sponsor assurances" provided to the Federal Government by the City in connection with any grants received by the City from the Federal Government in effect now or in the future.

7.19. Permits issued by the Commission shall at all times be displayed in a conspicuous place on the premises of the permittee.

8. RULES AND REGULATIONS PERTAINING TO THE CITY AND THE COMMISSION.

The City will provide the following services:

- (a) security services, to patrol the runways, taxiways, ramp areas and Airport roadways;
- (b) maintenance and operation of runway lights, rotating light beacons and lighted wind sock to permit night flying operations at all times, as well as maintenance of such navigation or landing aids as may hereinafter be installed;
- (c) maintenance of runways, taxiways, and ramp areas open for use of the general public, including snow removal service for such areas.

9. USE FEES

9.1. Each permittee shall pay to the City the fees indicated below for each category of service performed or type of permit obtained.

(a) All F.B.O.'s operating under Category "A", shall pay to the City a Fuel Allowage fee of \$0.05 per gallon.

9.2 The following minimum annual Airport use fees shall apply to all FBO's and their lessees and licensees and others operating pursuant to a permit issued hereunder for each category of service provided. The total minimum annual fee shall be the sum of all minimum annual fees for all categories of service for which a permit has been issued. The following are minimum permit fees.

A. Fuel	\$500.00 Annual
B. Instruction, Rental, Charter, Taxi or Flying Club	\$2,000.00 for 1988 \$3,000.00 for 1989
C. Sales	\$2,000.00 for 1988 \$3,000.00 for 1989
D. Repairs	\$2,000.00 for 1988 \$3,000.00 for 1989
E. Avionics Sales and Service	\$2,000.00 for 1988 \$3,000.00 for 1989

For the quarter ending March 31, June 30, September 30, and December 31, respectively, the fees due to the City shall be paid or before January 1, April 1, July 1, and October 1, respectively. Interest shall accrue on the unpaid balance of all fees at a rate of 1.5% per month.

9.3 The fees payable to the City under subsection 9.2, shall be paid to the City quarterly.

9.4 Lease fees are the responsibility of the Common Council.

9.5 In order to ensure that the City of Danbury is receiving all fees and payments to which it is entitled under these minimum standards, all fixed base operators, their tenants and all other permittees shall allow the Comptroller of the City or his designee to inspect their records, books of account and all other pertinent records for the current calendar year and for three (3) preceding calendar years. Said inspection shall be made subject to the following guidelines:

1. All inspections shall be made at reasonable times with ten (10) days advance notice given to the FBO, tenant or other permittee.
2. The FBO, tenant or other permittee shall at the time of inspection, make available and have available all documents as indicated above.
3. All information regarding the above matter shall be kept in the strictest confidence by the City of Danbury, unless such information becomes germane to litigation.

10. REVOCAION, SUSPENSION AND SURRENDER

10.1 The Commission may suspend or revoke any permit which it has issued:

- (a) for false statement knowingly made in either the application or in any statement of fact by the applicant to the Commission;
- (b) for willful or repeated violation of or repeated failure to comply with any requirement of these Rules and Regulations, subject to the provisions of subsection 5.1 and 5.2 above;
- (c) for default in payment of all fees and taxes due the City of Danbury (15) fifteen calendar days or more past due, unless said payment is legally contested in a court of law of competent jurisdiction.

10.2 Before suspending or revoking a permit, the Commission shall serve upon the permittee an order to show cause why said permit should not be suspended or revoked. The order to show cause shall contain a statement of the permittee's violation and shall also contain notice of the date, time and place of the hearing to be held by the Commission at which the permittee may present evidence relevant to the alleged violation.

10.3 Notwithstanding the provisions of subsection 10.2 hereof, where the protection of life or property is involved, the Commission may suspend a permit pending the result of a hearing held no later than ten (10) days after said suspension.

10.4 Any permit may be surrendered to the Aviation Commission by the holder thereof at any time by filing written notice with the Commission. Upon surrender of any permit issued hereunder the Commission shall make a pro rata adjustment to any fees charged for the year in question.

10.5 Whenever the Commission shall revoke or suspend any permit issued hereunder the permit shall be physically returned to the Commission within two (2) working days.

Sec. 11. GENERAL PROVISIONS:

11.1 No permit issued pursuant to these Rules and Regulations shall be transferable without the prior written consent of the Commission.

11.2 These Rules and Regulations shall be deemed to be incorporated into any permit issued by the Commission pursuant to these Rules and Regulations.

11.3 Except in the case of existing FBO's, the Commission prior to the issuance of a permit, may require the applicant to submit a plot plan.

11.4 When a transfer of the majority or controlling interest in the stock of a corporation holding a permit is proposed, the management of the corporation shall satisfy the Commission that it is able to meet the requirements for subsections 7.2 and 7.3 above. Failure to so satisfy the Commission shall be a ground for revocation. Prior to Aviation Commission approval of such a proposed transfer, the management shall submit written proof that all current and outstanding fees and overriding percentages have been paid to the City.

11.5 Prior to the amendment of these Rules and Regulations, or prior to the adoption of any additional Rules and Regulations, the Commission shall hold a public hearing at which all interested parties shall have a right to be heard. Notice of said hearing shall be published in a newspaper having a daily circulation in Danbury at least (7) days prior thereto. Said notice shall state the time and place of said hearing and shall state the location where copies of the proposed Rules and Regulations and amendments thereto shall be available for inspection.

## WESTCONN AVIATION LLC

1 Wallingford Road • Danbury, CT 06810

Sent Via Fax 203-796-1569

April 14, 2015

Mr. John Ashka  
Chairman, Aviation Commission  
c/o Mr. Paul Estefan Airport Administrator  
151 Deer Hill Avenue  
Danbury, CT 06810

**Re: April 2015 Airport Commission Mtg Agenda Items**

Dear Mr. Ashkar:

I respectfully request that the commission place on the April 2015 Agenda and open for discussion the following items:

1. Progress report on Sayers clean up of mud slide summarizing the following:
  - a. If completed completion date for the record, otherwise;
  - b. state of the work reporting start and proposed completion dates.
2. Unusable land area North section of city leased parcel (see Attached survey)
  - a. Update on tie down anchors.
  - b. Decision on runway access from grass without a concrete or flexible asphalt accessway, designed to support such width and strength as necessary to service the class and weight of aircraft expected to use the particular access-way. As described by the Minimum Standards 7.8.
  - c. Review and determination by the commission of the area in question if:
    - i. it limits the usefulness of the airport?
    - ii. and or serving the best of the publics good?
3. Westconn Aviation proposed new tie down layout for West Ramp area adjacent to city land leased by Exit Aviation.
4. Master Plan (MP) Report from both the Commission Chairman and the FBO representative reviewing the following:
  - a. Current (MP) time line:
    - i. Date for Tac Mtg. #4
    - ii. completion of draft recommendations
    - iii. next public meeting time and place

- iv. scheduled submission to FAA
- b. details of the facilities improvements that were identified to meet current and future demand,
- c. Summarize Airport Alternatives and identify favored option,
- d. What if any of the task forces recommendations or points have been implemented or considered as an option for the implementation into the (MP),
- e. present discussed (MP) business plan, goals, objectives, anticipated benefits or adverse effects for both small and large operators at DXR.
- f. Identify the commission member assigned to the (MP) advisory committee.

Sincerely,



Westconn Aviation LLC  
Chris Orifici  
Managing Member

- NOTES:
1. REFERENCE MADE TO MAP ENTITLED "IMPROVEMENT LOCATION SURVEY PREPARED FOR CLIFFORD E. SADLER AND RUTH P. SADLER, WALLINGSFORD ROAD DANBURY, CONNECTICUT SCALE 1" = 30' TOTAL AREA 2.893 ACRES ZONE II-40 DATE: JUNE 25, 2002" PREPARED BY SURVEYING ASSOCIATES, P.C. 432 MAIN ST., DANBURY, CT.
  2. REFERENCE MADE TO MAP NO. 1070, 1076, 2705, 2949, 11097 AND 11077 OF THE DANBURY LAND RECORDS.
  3. REFERENCE MADE TO VOL. 1492 P.0.025 AND VOL. 1493 P.0.517 OF THE DANBURY LAND RECORDS.
  4. THIS MAP SUPERCEDES THE LEASE MAP DATED MARCH, 1977

PROPOSED SANITARY SEWER EASEMENT TO CITY OF DANBURY

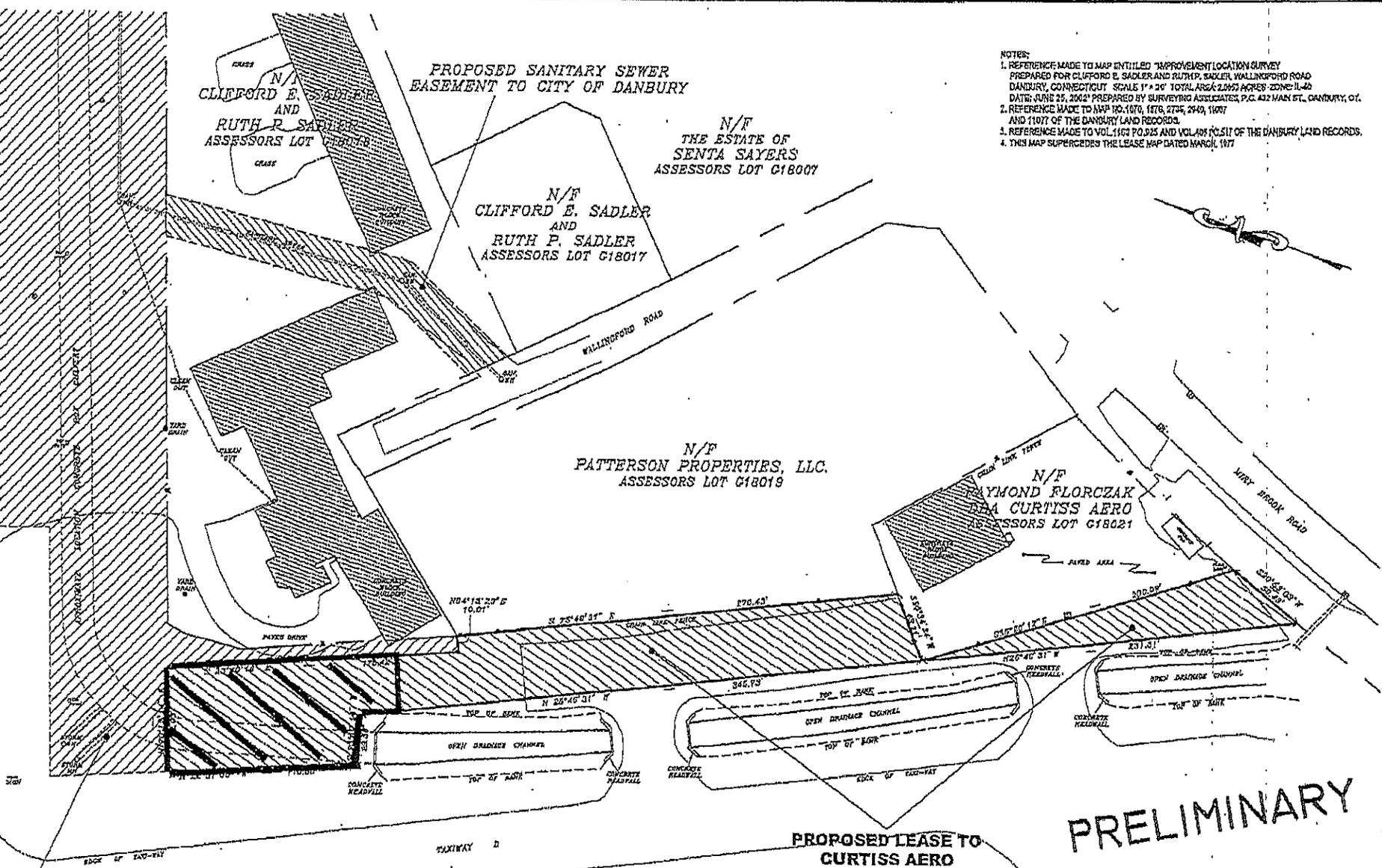
N/F CLIFFORD E. SADLER AND RUTH P. SADLER ASSESSORS LOT C18018

N/F THE ESTATE OF SENTA SAYERS ASSESSORS LOT C18007

N/F CLIFFORD E. SADLER AND RUTH P. SADLER ASSESSORS LOT C18017

N/F PATTERSON PROPERTIES, LLC. ASSESSORS LOT C18019

N/F RAYMOND FLORCZAK D/B/A CURTISS AERO ASSESSORS LOT C18021



**PRELIMINARY**

**PROPOSED LEASE TO CURTISS AERO**  
**AREA = 25,418 SQ. FT.**  
**0.5835 Acres**

NOT TO SCALE

NOTE  
 This survey and map have been prepared in accordance with sections 20-300B-1 through 20-300B-20 of the regulations of Connecticut state agencies.  
 "Without prejudice to surveys and maps in the State of Connecticut" as witnessed by the Connecticut Association of Land Surveyors, Inc. this is a property survey map based on a dependent survey conforming to horizontal accuracy of a Class A-2 Survey intended to be used for property acquisition.  
 TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

MICHAEL S. PIENKOLA, R.L.S. No. 70139

CITY OF DANBURY  
**ENGINEERING DEPARTMENT**  
 WILLIAM J. BUCKLEY, JR. P.E. CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

MAP SHOWING A PORTION OF PROPERTY AT  
**DANBURY MUNICIPAL AIRPORT**  
 TO BE LEASED TO,  
**RAYMOND FLORCZAK D/B/A CURTISS AERO**  
 18 MIRY BROOK ROAD  
 DANBURY, CONNECTICUT  
 SCALE: 1" = 40' AUGUST 2, 2005

PROPOSED LEASE TO  
 AIRCRAFT, INC.

N/F  
 CITY OF DANBURY  
 MUNICIPAL AIRPORT  
 ASSESSORS LOT C18001