

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, January 20, 2015

01 Meeting Called to Order By Acting Chairman Oppermann.

02 Roll Call:

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

Absent: Commissioner Omasta, Paul D. Estefan, Commission Secretary

Commissioner David Lee submitted written resignation around October 1, 2014.

03 Motion made to accept the regular meeting minutes of September 16, 2014 as written by Commissioner Oppermann, seconded by Commissioner Tamburri, and unanimously approved.

04 Liaison Report: No liaison report.

05 Administrator's Monthly Report:

Michael Safranek, Assistant Airport Administrator, read letter dated January 16, 2015, from Paul D. Estefan to the commission members regarding Exit Aviation, LLC, copy attached.

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

Motion made by Commissioner Opperman to open Public Speaking, seconded by Commissioner Tamburri, and unanimously approved.

Public Speaking:

Mr. Drew Brown, Manager of Conanicut Aviation, 49 Miry Brook Road, stated the gate V-5, which is on "my" property that I let the airport use; I have had complaints from my tenants of speeding vehicles of the airport administration. Airport 2 has been known to speed through area. Commissioner Oppermann interrupted stating these are not items on the agenda, but Chairman Ashkar asked if Mr. Brown had spoken to the Administration. Mr. Brown stated there was no cooperation between my company and the Airport Administration at this time. Mr. Brown stated the runway is getting scrapped down by too much snow plowing. The payloader has been on my property and pushed pile of snow right where I depart my jet causing wing clearance problems. I believe it was put there maliciously. Mr. Brown continued regarding the aircraft registration fees which is paid every year based on weight. How can we enforce the aircraft to pay this fee? You really can't expect to cut off the gate cards which everybody can get around that. Mr. Brown continued with reference to the "albatross" that is here in his opinion more than 6 months. If the albatross does not pay it's \$2,500 fee why should I and I'm telling my tenants not to pay. He stated Mr. Estefan called him late April and said "I got the money; he paid." I requested a copy of the check which never received. I found out there is a Massachusetts sticker on the albatross and Finance Department told me no check was received by the City of Danbury. I was lied to. I was also told that Finance contacted Administration and asked why and they were told if the plane is here less than 6 months they don't have to pay. They made up their own rules. Chairman Ashkar interrupted and advised Mr. Brown if he wants to talk about aircraft fees you should request this item be put on the agenda. Mr. Brown continued that he was told by Finance we go after the bigger fish like lease payments and we are not going to enforce it either because we don't want to waste our time. Chairman Ashkar stated if you have a complaint about anything that is going on at our airport, submit a written complaint for the agenda.

Mr. Safranek stated we submitted a request to the State of Connecticut and Mr. Brown was notified of this request to get a clarification on the rules and regulations regarding the aircraft registration. We are enforcing the statute. It is impossible to monitor 275 airplanes at any one time; we do ramp checks monthly but there are aircraft that are here less than 6 months. A copy of the CAA letter is attached.

Mr. Chris Orifici, Westconn Aviation, stated back in September, 2014 I wrote a letter to Mr. Estefan regarding the airport fees and the Master Plan. We have lost two tenants since September, our maintenance facility and the flight school. The

maintenance shop was small and they could not pay the \$7,500 permit fees and the flight school with only 2 airplanes closed also because of \$7,500 permit fee. I requested the Administration put on the agenda something to address the permit fees trying to make a "rising scale" and change the permit fee structure. There are many ways we can change this like having books audited or base it on square footage of the maintenance shop. Regarding the Master Plan, we don't hear anything from the master plan liaison or the administration. We should meet and tell the FBO's what is going on. I have had no response regarding the letter dated September 15, 2014. Chairman Ashkar requested Mr. Orifici call the Airport Administrator and request your letter be put on the agenda. Regarding the permit fee structure, I'll turn this over to Liaison Officer to report back to the commission. Mr. Safranek stated he wants to modify the Minimum Standards in conjunction with the Master Plan. Mr. Orifici stated again that we have a liaison officer for the master plan who was selected by Mr. Estefan, but we don't get any updates from him. Chairman Ashkar requested Mr. Safranek advise Mr. Estefan to put these items on the agenda.

Mr. Orifici regarding the City of Danbury's breach of quiet enjoyment, we have on our property on the other side of mudslides and the City has not done anything. I have invested \$100,000 in this property and cannot use because of the mudslides caused by Sayer.

Mr. Mirash Vatici, Exit Aviation, stated Mr. Orifici says he cut my grass but he didn't and he's charging his tenants on my property. He's not cutting my grass he's cutting his tenant's grass. I just want him off my property and it's not just like 18 inches, this has been surveyed twice. Chairman Ashkar stated we will talk about this under the agenda item and Mr. Orifici asked if we will take up the Sayer mess as well.

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

Old Business

No Old Business was discussed.

New Business

Exit Aviation, LLC – Boundary dispute between Exit Aviation and Westconn Aviation, see attached.

Attorney Bryan Doto, representing Exit Aviation, LLC, stated the property was surveyed back in 2012 and again in 2014, it is absolutely true that Mr. Orifici is encroaching on my client's property. Mr. Orifici agreed that he is encroaching on Exit's property but is waiting for the Airport to give me direction on how to lay the tie down spaces. Mr. Orifici stated he can't just move them because he can't tie them down and don't want to go through the expense of changing the tie downs and I want the airport to advise whether you can taxi out over the grass or whether you can't. Once that's answered I plan to submit a new layout and move the electric. Attorney Doto stated all they are asking is to make sure the City does something about this encroachment. Chairman Ashkar advised Mr. Orifici that you are encroaching on Mr. Vatici's property and your problems with Sayers is a whole different thing. Mr. Orifici advised he is prepared to make the change but I need an answer as to whether we can taxi out over the grass or not. I was that in writing from the Airport Administration. Paul Estefan told Mr. Orifici in September that you can taxi airplanes out over the grass. Mr. Safranek said the problem with taxiing out over the grass is for snow removal; so the area in question will have 2-3 foot snowbanks. Another point is that grass can get really wet and your plane sinks in the grass as you're trying to get onto the taxiway. Mr. Vatici reiterated that I just want his planes moved off my property. Mr. Orifici stated when Curtiss Aero was there we allowed his planes to cross the line across the grass; there is no cooperation now and this piece in question is basically useless. Commissioner Oppermann said the lines are drawn twice by surveyors; just move the planes to the other side. Attorney Pinter stated that Exit Aviation has reported that they are not getting the full value of the property that they are leasing from the City. Commissioner Baker stated whether Exit Aviation intended to have 10 planes or 0 planes in the area in question, it doesn't matter; Exit is not getting the full use of its property. Attorney Doto read into the minutes the paragraph of "Quiet Enjoyment" that is in the lease between Exit and the City.

A motion was made by Commissioner Oppermann to have Mr. Orifici must remove all his equipment and tie-down airplanes to the other side of the property line so as not to infringe on Mr. Vatici's property on or before January 31, 2015, seconded by Commissioner Baker, and unanimously approved.

Mr. Orifici in response to the motion advised he is not going to move the equipment and airplanes by the end of January. I want a plan that is approved by Mr. Estefan in writing before I move anything. Mr. Orifici wants to know why the Airport Administration can't be part of the solution and work with a tie-down layout which was requested back in September. Commissioner Baker suggested Mr. Orifici propose a layout plan to the Airport Administration.

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



October 22, 2014

Paul Estefan
Airport Administrator
Danbury Municipal Airport
1 Wibling Road
Danbury, CT 06810

Paul:

I recently received your question from Maritsa Zupka regarding the need for “part-time” aircraft to register in the State of Connecticut. As stated in Connecticut General Statutes § 13b-39a:

“The Commissioner of Transportation shall establish a program of registration for all aircraft in the state, in accordance with which the owner of any aircraft, as defined in subdivision (5) of section 15-34, which is based or primarily used at any airport facility, heliport, air navigation facility, restricted landing area or seaplane base in a municipality within this state shall, not later than October 1, 1993, and annually thereafter, be required to register with the municipality in which such aircraft is based or primarily used, by filing an application form, or renewal thereof, and paying the appropriate registration fee, as provided for in section 12-71, this section and section 13b-39b. The owner of any aircraft which is based or primarily used at any such air navigation facility or restricted landing area in this state shall register such aircraft not later than July 1, 1994, and annually thereafter not later than the first of October. Any aircraft shall be deemed to be based or primarily used in a municipality when in the normal course of its use, it leaves from and returns to or remains at one or more points within the municipality more often or longer than at any other single location outside of the municipality.”

When following up with the aircraft owner, the City of Danbury should utilize that definition of “based or primarily used” when determining if the owner must register his or her aircraft in the State of Connecticut.

If they meet the criteria as provided in statute, they would need to register in Connecticut regardless of their registration in another state.

Please let me know if you have any further questions or concerns.

Sincerely,

Kevin A. Dillon, A.A.E.
Executive Director
Connecticut Airport Authority



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

Danbury Municipal Airport
P. O. Box 2299
Danbury, CT 06813
(203) 797-4624
Fax: (203) 796-1569

Paul D. Estefan
Airport Administrator

TO: Chairman John Ashkar and Aviation Commission Members

Cc: Lazlo Pinter, Esq. – Corporation Counsel

FROM: Paul D. Estefan, Airport Administrator *PDE*

DATE: January 16, 2015

SUBJECT: *Exit Aviation, LLC*

In August of 2013, I met with Mr. Mirash Vatici regarding another matter at his location. He informed me that he didn't know where his property line was in relationship to Westconn Aviation. I advised him that I would contact our city survey team which is located in the engineering department of the City of Danbury. The surveyors came out and checked the area and put stakes in to outline the northern boundary of his leased area. I informed him of the findings from the city surveyors and went about my day.

In the summer of 2014, I received another phone call regarding the northern leased area as it abuts to Westconn Aviation. Mr. Vatici felt that Westconn Aviation was infringing on his area. Once again I met with our city survey team who very graciously came out again to lay out the property markings based on the leases. Once again I gave the information this time to Mr. Vatici and Mr. Orifici of Westconn Aviation.

I tried to set up a meeting with the two of them at the questioned area, but couldn't get the two gentlemen together at the same time. I spoke to Mr. Orifici who was willing to pick up part of the lease dollars that Exit Aviation, LLC had to pay to resolve the matter and leave everything as status quo. Exit Aviation, LLC wanted no part of it. Exit Aviation, LLC wanted them off the property period.

It appears in my opinion based on the two surveys there is some infringement on the part of Westconn Aviation. My recommendation to the commission is that Westconn Aviation remove any and all objects that are in the leased area of Exit Aviation, LLC.

PDE/ald

from: Paul Estefan <p.estefan@danbury-ct.gov>
to: "Bryan V. Doto" <bdoto@dotolawfirm.com>
Les Pinter <l.pinter@danbury-ct.gov>,
"mvataj@yahoo.com" <mvataj@yahoo.com>,
Mark Boughton <m.boughton@danbury-ct.gov>,
cc: Wayne Shepperd <W.Shepperd@danbury-ct.gov>,
John Ashkar <cent21ash@aol.com>,
Michael Safranek <m.safranek@danbury-ct.gov>,
Chris Orifici <corifici@construction-associates.com>
date: Tue, Dec 16, 2014 at 5:40 PM
subject: Re: Exit

Good afternoon attorney Doto,

In response to your e-mail this item will be on the next Airport Commission agenda.

Paul D Estefan
Airport Administrator

On Tuesday, December 16, 2014,
Bryan V. Doto <bdoto@dotolawfirm.com> wrote:

Les,

Your client's position is unacceptable.

The City of Danbury is in breach of the quiet enjoyment provision of my client's lease, and Westconn Aviation (a tenant of the City) continues to encroach on my property. Paul Estefan has been aware of these issues for months and has assured my client that they would be remedied. To date, nothing has been done. Absolutely nothing. In fact, the encroachment is getting worse. If Paul doesn't feel that a meeting would be "worthwhile" without Mr. Orifici, then Paul should use other measures and powers as the Airport Administrator to resolve the problem. Whether Mr. Orifici is responsive to his meeting suggestions is not our problem.

At this point, I have no choice but to contact the Mayor and inform the Aviation Commission of Mr. Estefan's lack of cooperation.

I will also advise my client of his litigation options.

Thank you, and please feel free to call me with any questions.

Bryan

Bryan V. Doto, J.D., LL.M. (Tax)
Law Firm of Bryan V. Doto, LLC
131 Deer Hill Avenue
Danbury, CT 06810

Tel (203) 744-1404
Fax (203) 744-1405
Cell (203) 788-5709

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From: Les Pinter [mailto:l.pinter@danbury-ct.gov]
Sent: Thursday, December 11, 2014 1:50 PM
To: Bryan V. Doto
Cc: Paul Estefan (p.estefan@danbury-ct.gov); mvataj@yahoo.com
Subject: Re: FW: Exit

Bryan - We've not been successful in arranging for Mr. Orefici to be in attendance at a meeting set up to discuss this. If you can reach out to him and get him on board to meet, we can arrange for a time to do so. My client feels it is only worthwhile if Mr. Orefici is present, to properly tend to the matter(s).

Les

On Tue, Dec 9, 2014 at 12:23 PM,
Bryan V. Doto <bdoto@dotolawfirm.com> wrote:

Les,

See below. We really need to get a meeting on the calendar.

Nearly 2 months have passed, and nothing has been done to address this issue.

Thank you,
Bryan

Bryan V. Doto, J.D., LL.M. (Tax)
Law Firm of Bryan V. Doto, LLC
131 Deer Hill Avenue
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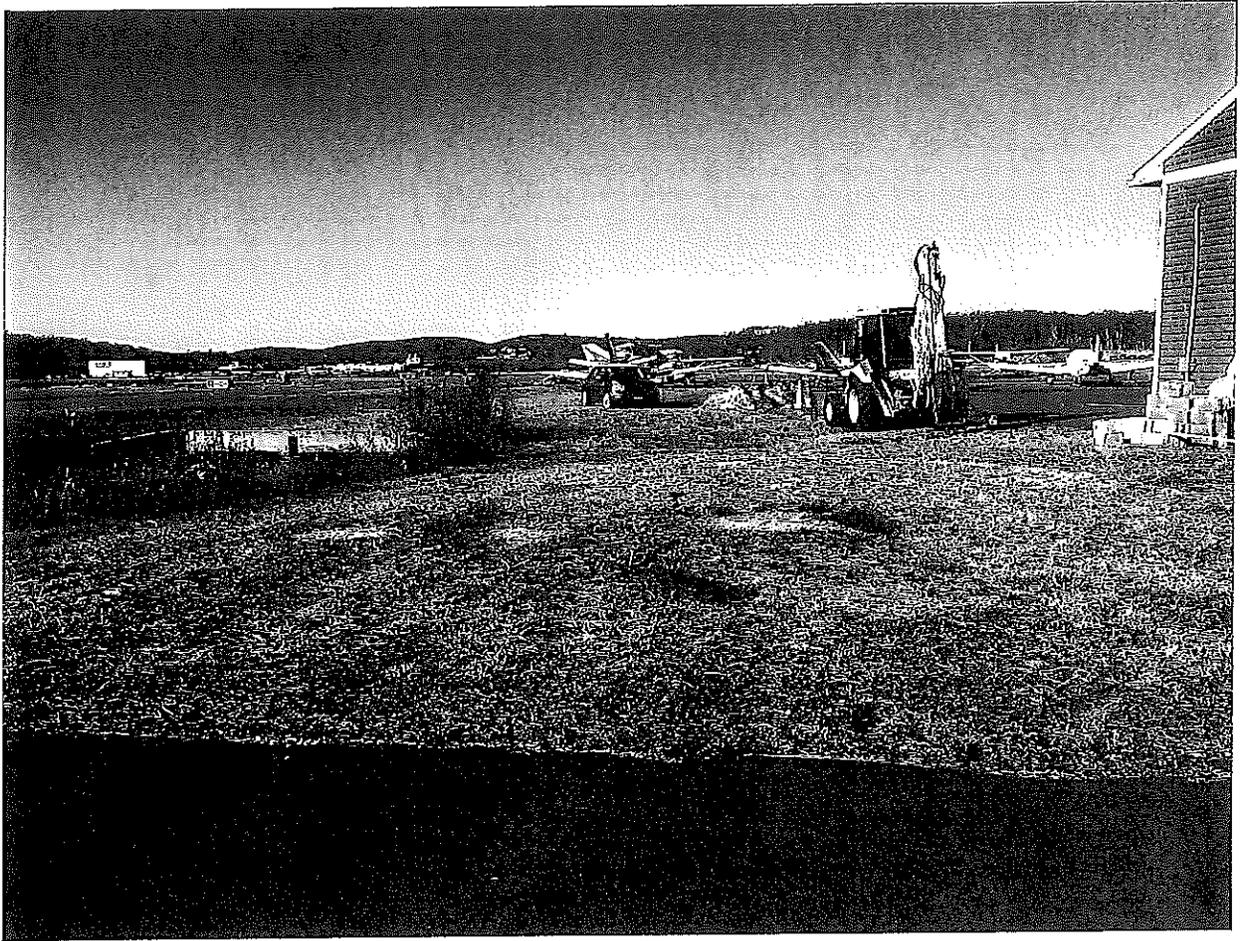
From: Mirash Vatici [mailto:mvataj@yahoo.com]
Sent: Tuesday, December 09, 2014 12:17 PM
To: Bryan V. Doto
Subject: Fwd: Exit

Sent from my iPhone

Begin forwarded message:

From: Mirash Vatici <mvataj@yahoo.com>
Date: December 9, 2014 at 12:13:19 PM EST
To: Paul Estefan <p.estefan@danbury-ct.gov>
Subject: Exit

Hi Paul you told me when you have the survey done that your job is to make Westcon move the airplanes of my property line .now there is a car and a bulldozer on my property for weeks besides the planes that were never moved and you said you will have them moved



addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 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