

## REGULAR MEETING

Danbury Aviation Commission  
Danbury City Hall, 155 Deer Hill Avenue, Danbury, CT 06810  
Third Floor / Conference Room #3C / Tuesday, March 17, 2015, at  
7:00 p.m.

### AGENDA:

1. Meeting Called to Order
2. Roll Call  
Minutes of Regular Meeting: February 17, 2015
3. Liaison Report
4. Administrator's Monthly Report
5. Public Speaking Session on Items Listed on Agenda

### OLD BUSINESS:

*Exit Aviation – Boundary dispute between Exit Aviation and Westconn Aviation.*

*Westconn Aviation – Delinquent Fees.*

### NEW BUSINESS:

*Westconn Aviation – Exit Aviation lease, permit compliance/FAA sponsor Assurances risks, copy attached.*

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

cc: Commission Members  
Town Clerk's Office  
Atty. Pinter, Corp Counsel  
FBO's / Tenants  
File

RECEIVED

MAR - 2 2013

***EXECUTIVE AIR SERVICE, LLC***

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

CORPORATION COUNSEL

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.

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

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

**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, September 16, 2014

**01 Meeting Called to Order By Acting Chairman Oppermann.**

**02 Roll Call:**

Present: Commissioners Oppermann, Omasta, Zilinek, Tamburri

Absent: Ashkar, Lee, Baker

**03 Motion made to accept the regular meeting minutes of April 15, 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, stated Paul Estefan is working on getting a new plow truck. We are in the process of doing security upgrades which the City gave us a capital improvement of around \$35-\$40,000 where we put access cards on the Executive area, the school house vehicle gate, we did school house front door, Executive pedestrian, vehicle, and Tally-Ho pedestrian gates. We are now on the Maintenance Building where we are putting in keyscan swipe cards all five doors plus the vehicle gate will be motorized and other upgrades will be done with door closers and fence repairs. Just paved the Executive parking lot that is city property and a septic system was installed. Nothing was given to anyone that was inappropriate. We are working on the new Master Plan which is being funded by an FAA grant for about \$500,000. We are also updating the Minimum Standards which was approved by the commission about 3 years ago. We had an informal meeting with just members of the FBOs. Paul and I thought it best to get their take on a few things.

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

Commissioner Omasta asked if the last Master Plan was followed extensively so what is going to change with this one. Commissioner Oppermann stated it is just a plan. Mr. Safranek stated that the FAA won't fund certain projects without a Master Plan.

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

***Public Speaking:***

Mr. Kari Sorenson asked if the Master Plan item was on the agenda, which was not only part of the Administrator's Report. Mr. Sorenson stated my concern is the meeting was a closed door meeting. Mr. Safranek stated it was not an official meeting with the owners and stake holders of the FBOs only. No Commission members were present at the meeting.

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

**Old Business**

No Old Business was discussed.

**New Business**

***Executive Air Service – Operating License for Tally-Ho Aviation, copy attached.***

Mr. Safranek stated Mr. Kari Sorenson owner of Tally-Ho Aviation, filled out an operating license as required. Mr. Sorenson has been on the airfield for many years and is very respected and established as a maintenance shop. He just wants to become a tenant under the Executive Air Service FBO. This is just to formalize his certificate; it never was

formalized. Mr. Safranek stated Mr. Sorenson is a good addition to the airport. Executive Air has been paying the fee all along. As Executive Air owns a part of Tally-Ho Aviation they only need to carry the one permit for maintenance.

**A motion was made by Commissioner Oppermann to accept Tally-Ho Aviation under the operating license, copy attached, seconded by Commissioner Tamburri, and unanimously approved.**

A brief discussion ensued where Mr. Sorenson stated he was physically located at Executive Air.

***Business Aircraft Center – Operating License for Eagle Air, copy attached.***

Mr. Safranek stated the airport's standpoint is that Eagle Air has done everything they were supposed to do in terms of documentation and is one of the better packages we have seen. Mr. Rossi is a stand up person who has been in aviation a very long time and wants to expand his operation based here in Danbury/ It is good for the airport, brings in more fees, and would be a nice balance. We are very much in favor of it and the FBO itself can certainly support and substantiate having this addition. Mr. Rossi stated he can be a service to the airport and general aviation community.

**A motion was made by Commissioner Oppermann to accept the Operating License for Eagle Air to operate as a Charter company with Business Aircraft Center, seconded by Commissioner Zilinek, and unanimously approved.**

Commissioner Omasta asked if this was a one year, two year, open ended operating license, which was replied with it is open ended or until Commission revokes it or Eagle Air cancels it.

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

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

# WestConn Aviation, LLC

March 9, 2015

**Hand Delivered and Sent via First Class Mail**

Airport Commission  
C/O Mr. Paul Estefan  
Danbury Municipal Airport  
Wibling Road  
Danbury, CT 06810

**Re: Exit Aviation lease, permit compliance/ FAA Sponsor Assurances risks,  
Agenda Item request for March 2015 Commission Meeting**

Mr. Estefan:

Please place the above referenced subject on the agenda for the March 2015 Commission Meeting. I respectfully request that the commission review and open for discussion the following key points that place the current and future grants at risk if the airport was subject to a land use inspection by the FAA. The purpose of such an inspection is to ensure that the airport is in compliance with the terms of its Federal obligations that deal specifically with the use of the airport property. Danbury Airport is not exempt from these inspections; they have occurred in the past and will certainly happen again.

Upon Exit Aviation's original application to the Commission in March of 2012, Westconn Aviation raised concerns about the proposed private non-aviation use. (See attached Westconn letter to Commission dated March 16, 2012.①) Exit's first application sent via email requested a filtered down non-aviation use, I quote "*predominantly non-commercial, purposes.*" (See Curtis Brunjes 3-7-12 email to the Commission proposing the Exit sale and transfer of lease.②) In that emailed application, Mr. Brunjes also states, "*Because the fuel farm is on private property, it can be continued as a private fuel supply,*" and admits "*but this would raise an issue that has not been dealt with in Danbury.*"

In its March 16, 2012 letter, Westconn warned the Commission that if approved, Exit's application would:

1. "**NOT** "best serve the needs of the aviation community " and are **NOT** "in the best interest of the aviation community".
2. "compromise several key parts of the minimum standards that, in fact, protect FBO and the city,"

The minutes from that meeting reflect the following:

- "Mr. Estefan advised that Mr. Brunjes has every right to sell his property; however, he has no access if he gives up his FBO status. He also advised that a change like this would have to go to the FAA"

# WestConn Aviation, LLC

Page 2 of 5

- “Mr. Estefan advised if Curtis Aero forfeits its FBO status, the FAA would have to grant a thru the fence operations which they prefer not to do;”

The Commission made it very clear that Exit could not change the use without severe consequences and would have to continue operating as an FBO if it wanted to continue to have access to the airport environment and be granted approval of the transfer of the land lease to Exit.

The following month Exit Aviation through Curtis Aero made a new application under the pretense/façade stating the following:

- Curtis Brunjes email to Mr. Estefan April 9, 2012.③
  1. “We wish to withdraw, without prejudice, our request at the March 2012 meeting in favor of the following request.”
  2. “We wish to advise the commission that Mirash Vatici is under contract to purchase 19 Miry Brook. He is a local resident and businessman as well as a DXR based pilot and aircraft owner. **He intends to continue the aviation use of the property at 19 Miry Brook and is committed to the local aviation community.**”

Relying on the truthfulness of Mr. Vatici’s application and statements, the Commission approved the transfer of the Curtis Aero land lease and permit to Exit Aviation and Mr. Vatici.

The FAA Sponsor Assurances that the City accepts when it receives Federal Grants have items such as:

- #5 “**preserving Rights and Powers**”

“A sponsor cannot take any action that may deprive it of its rights and powers to direct and control airport development and comply with the grant assurances. Grant Assurance 5, *Preserving Rights and Powers*, requires a sponsor not to sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit “A” without the prior written approval of the FAA.

Of particular concern to the FAA is granting a property interest to tenants on the airport. These property interests may restrict the sponsor’s ability to preserve its rights and powers to operate the airport in compliance with its federal obligations.”

# WestConn Aviation, LLC

Page 3 of 5

- #21 “Compatible Land Use”

“...take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, “

If the City allows Exit Aviation to continue to use the airport as what amounts to an imaginary FBO while actually using its property for private personal use, it is not living up to the terms of its lease dated the 1<sup>st</sup> day of September 2005 including Exhibit B, the Minimum Standards for Lease / or Use of Danbury Municipal Airport May 10, 1998. By allowing this to continue, the City could be in a position of non-compliance with the present and future Federal Aviation Administration rules, regulations, policies and sponsor assurances.

The Commission should review the following sections of Exit’s Lease ④ to ensure compliance and to confirm that Exit is in fact acting in the capacity of an FBO and Category D (Repairs):

1. Lease section #**6 ON-SITE MANAGEMENT / ACCOUNTABILTY**

- “LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours”

2. Lease section #**8 ADHERENCE TO AIPORT REGULATIONS**

- “The LESSEE will observe all existing municipal regulations .... Compliance procedures set forth in Exhibit B as may affect the operation of its business and the use of the premises.”

3. Lease Exhibit B **Minimum Standards**⑤

- Section 3 **AIRPORT USE**  
“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 reasons for carrying on any business or commercial activity, except the following”

1. 3.1 & 3.2 An FBO.....
2. 3.3 & 3.4 A sub lessee or licensee of an FBO.....
3. 3.5 specialized service operating under a permit....
4. 3.6 An Airport Tenant .....

**1 Wallingford Road - Danbury, CT 06810**

**Phone (203) 826-7893**

**Info@westconnaviation.com**

# WestConn Aviation, LLC

Page 4 of 5

4. Section 7.5 D ii RULES AND REGULATIONS PERTAINING TO FBO'S AND OTHER PERMITTEES. (d) CATEGORY D (REPAIRS)

(ii) "Furnish facilities and equipment for air frame and power plant repairs with at least one certified mechanic."

5. Lease section #15 FAA COMPLIANCE / OPERATIONS

"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" .....

6. Lease section #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 the LESSEE'S obligations hereunder."

Exit Aviation has performed numerous renovations in transforming the building from a viable aircraft repair station and FBO to a private recreation area and hangar that includes living areas and a second floor balcony with an unobstructed view of runway 35. Exit has placed within a concerning distance from Westconn's property line a temporary portable toilet on a permanent basis. The portable toilet unit is for the use of Exit's limited tie down customers, because the building is not open to the public or accessible to Exit's customers.

7. Lease Exhibit B Minimum Standards

• Section 10 REVOCATION, 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;

Although Exit's fees and taxes all appear to be up to date, if Exit is not operating in the manner in which they represented themselves in their second application and are in fact operating as requested by their first application that was withdrawn, there are other economic impacts. One example is that Exit's fuel purchases have diminished to a point where the current airport records support the fact that Exit did not buy one gallon of fuel in 2014. The fuel reports also demonstrate that Exit's

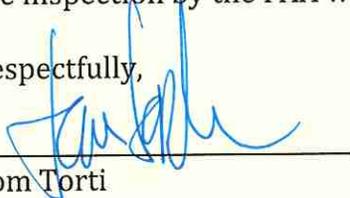
# WestConn Aviation, LLC

Page 5 of 5

last fuel purchase was in June of 2013, therefore, there have been no purchases for almost 2 years. This is not supporting FBO activities and is costing the City the fuel flowage fees on the Exit site. Also Exit's failure to comply with the staffing requirements is costing two job opportunities at the airport.

It is important that the Commission act promptly and ascertain that Exit's activities are consistent with its representations to the Commission in April 2012 which was the basis of Exit's approval of the transfer of its lease and permit from Curtis Aero. The Commission needs to further ascertain that Exit's activities do not place the City or any of the operators at risk of non-compliance with sponsor assurances if a land use inspection by the FAA was to occur.

Respectfully,



Tom Torti  
Member  
Westconn Aviation, LLC

Respectfully,



Chris Orifici  
Member  
Westconn Aviation, LLC

## ATTACHMENTS:

- ① Westconn letter to commission dated March 16, 2012
- ② Curtis Brunjes 3-7-12 email to the Commission proposing the Exit sale and transfer of lease
- ③ Curtis Brunjes email to Mr. Estefan April 9, 2012
- ④ Exit Aviation's Lease
- ⑤ Lease Exhibit B **Minimum Standards**

**1 Wallingford Road - Danbury, CT 06810**

**Phone (203) 826-7893**

**Info@westconnaviation.com**

# WestConn Aviation, LLC

March 16, 2012

Airport Commission  
c/o Mr. Paul Estefan  
Danbury Municipal Airport  
P.O. Box 2299  
Danbury, CT 06813

Re: Curtis Aero/Curt Brunjes Request To Forfeit FBO Status and  
Continue With FBO Privileges At Reduced Fee

Commission Members:

The items represented by Curtis Aero/Curt Brunjes before the Commission do **NOT** "best serve the needs of the aviation community" and are **NOT** "in the best interests of the aviation community". It is clear that the special exemptions that Curtis Aero/Curt Brunjes seeks are unmistakably in the best interest of Mr. Brunjes personally, by maximizing the marketability and value of his property.

Not only would these requested exemptions, if approved, compromise several key parts of the minimum standards that, in fact, protect FBO's and the City, they would create an unfair advantage allowing this site to continue with FBO privileges at a discounted fee schedule.

In response to Curtis Aero/Curt Brunjes representations, a. through e., I offer the following:

- a. The fuel at 19 Miry Brook is the only 24-hour, self-service facility at Danbury.

Most airports throughout the country do not offer 24-hour fuel. Doing so invites traffic after hours and, in fact, may be considered more of invitation for noise after hours than for providing any real benefit to the airport. Furthermore, in light of the tight access constraints at the Curtis site, continued unsupervised fueling of aircraft after hours is not a question of if, but when there will be a catastrophic event. If allowed to continue under a reduced fee base, Curtis Aero/Curt Brunjes will have exclusive access to the after hours fuel sales market at DXR over full fee paying FBO's.

It would be in the best interest of safety to allow the new owners to fuel their owned registered aircraft only and require any persons utilizing the fuel farm at Curtis to be trained to the required standards the city enforces upon the FBO's.

**1 Wallingford Road Danbury, CT 06810**  
**Phone(203) 826-9510** **Info@westconnaviation.com**

# WestConn Aviation, LLC

- b. It is the only fuel storage available and possible for the southeast corner of the field and therefore safely and conveniently services a large number of aircraft owners from that corner of the field.

I am not sure upon what data Mr. Brunjes bases his statement "the only ... possible" location for fuel storage. Safety standards have become more stringent since installation of the Curtis fuel tank and, yes, at today's safety standards, you could not install a tank on a limited site like Curtis. This supports the safety concerns raised in item a. above. Furthermore, fuel is currently stored and available at the WestConn site located on the Southeast corner of the field. His statement is, therefore, factually incorrect.

- c. The new property owner wishes to continue to pay the annual permit fee of \$1500 and the \$.125/gallon charge for sales.

This wish, if granted, benefits only the new owner in that it will grant this new owner a competitive edge. He will be able to act in the capacity of an FBO selling fuel, hold a lease on airport property, collect tie down rents on airport leased land, and ultimately perform other FBO services while paying a substantially discounted fee schedule and being exempt from a Through The Fence Fees (TTFF).

- d. Because the fuel farm is on private property, it can be continued as a private fuel supply, but this would raise an issue that has not yet been dealt with in Danbury - we feel it would be easier and better for all involved to continue to license and tax the fuel facility than to start a debate about what types of activity would be permissible.

The concept presented by Curtis Aero/Curt Brunjes is far more controversial than the simple sale of his property, forfeiture of the FBO license, surrender of the land lease and that the new owner stores and fuels solely their owned and registered aircraft. The new owner should be subject to the annual permit fee of \$1500, and a higher tax than the \$.125/gallon charge for sales and a Through The Fence Fee (TTFF) for airport access.

The savings this new owner would realize by buying its private fuel wholesale and by passing the FBO overhead to cover airport fees and FBO profit would be far in excess of the annual \$1500.00 permit fee. As far as the \$.125/gallon charge, the new operator would be subject to this cost

# WestConn Aviation, LLC

regardless if the new owner fueled their own aircraft or purchased fuel from a Danbury FBO.

- e. This exemption from the minimum is consistent with other exemptions made by the Commission to support aviation interests - namely the exemption granted to Centennial Helicopters for reduced permit fees and the exemption granted to Danbury Aviation to hold a single permit on a non-FBO facility.

These examples stated by Curtis Aero/Curt Brunjes regarding Centennial Helicopters and Danbury Aviation are distinctly inconsistent and clearly do not support Curtis Aero/Curt Brunjes's request. The Centennial Helicopters adoption was the creation of a special category under an existing category for an unmistakably different aviation use, i.e., Rotorcraft vs. fixed wing instruction. Centennial Helicopters would not be in direct competition with nor enjoy a competitive edge over fixed wing schools by having a reduced fee schedule. It also should be noted that this special category imposes some broad limitations on Centennial Helicopters operations, and any new special categories that are considered by the Commission should also include carefully thought out restrictions to protect the businesses operating at the airport that are paying the full fee schedule.

Curtis Aero/Curt Brunjes naming Danbury Aviation as an example of an exemption based on a single user permit is also dissimilar and offers no support for Curtis Aero/Curt Brunjes request to operate in the form of a FBO, maintain a land lease with the city on airport property while not being an FBO, and all at a reduced special fee schedule. The Commission should note that the exemption for the Danbury Aviation / New England Aircraft Sales lease was made for a "non FBO facility" permit category type, to be issued to a city land lease holder at Danbury Airport not based at an FBO. What Curtis Aero/Curt Brunjes seeks has no relationship to the Danbury Aviation example. Instead they desire to create an exemption that permits what is "specifically prohibited" by the Danbury Aviation exemption.

The Danbury Aviation / New England Aircraft sales lease dated July 14, 1989, specifically describes the allowed business activities under the terms of the lease to be "for purposes of conducting business as an airport tenant at Danbury Municipal Airport, as defined in the minimum standards". Whereas the Curtis Aero lease dated September 1, 2005 specifically describes the allowed business activities under the terms of the lease to be "for the purpose of conducting business as a

**1 Wallingford Road Danbury, CT 06810**

**Phone(203) 826-9510**

**Info@westconnaviation.com**

# WestConn Aviation, LLC

fixed-based operator (FBO) at Danbury Municipal Airport, as defined in the minimum standards". In fact Danbury Aviation / New England Aircraft sales arrangements prohibit the sale of aircraft fuel.

Bottom line - what Curtis Aero/Curt Brunjes seeks is an exemption from the established FBO fees while continuing to perform the activities and privileges of an FBO, such as fuel sales, rental aircraft parking/storage, and permission to continue to lease City land. Simply, they desire to generate revenue from FBO activities while paying a reduced fee schedule.

Curtis Aero/Curt Brunjes also states "Curtis Aero is not now, in light of 4 other FBOs, a viable FBO entity". This statement leads the Commission to believe that there has been an increase of FBO's at DXR caused by the improvements at WestConn Aviation. The number of FBO's has not changed at DXR since the Curtis Aero lease was in place as of September 2005.

All the FBO's are feeling the difficulties of the current economic conditions. If the Commission offers any relief, it should be a plan that benefits all the operators at Danbury Municipal Airport not an individual new landowner. An approach that would benefit all operators would certainly be welcomed and "in the best interests of the aviation community".

I would like the Commission to review publicly the following major issues that will be relevant if the Commission grants this exemption:

1. How will the Commission handle any future applications from adjoining property owners (some with deeded access) seeking the ability to install a fuel system and sell aviation fuel and compete with fee paying FBO's?
2. Does the Aviation Commission have the authority to deviate from the adopted minimum standards to the level requested by Curtis Aero/Curt Brunjes without the review and approval of the FAA?
3. What will be the Commission's ruling when WestConn approaches the Commission in April for an exemption from the fuel permit fees due to the "fact" that WestConn does not own fueling equipment, or stores, pumps or sells fuel? All the fuel at WestConn is stored, pumped and supplied by Reliant Aircraft which also pays the fueling fees.
4. Lastly, how will the Commission rule on the many variations of exemption requests that will follow this very expansive controversial request being made by Curtis Aero/Curt Brunjes?

# WestConn Aviation, LLC

In closing, I am confident that the above highlighted responses and concerns will assist the Commission in the conclusion that the items before the Commission are not only, not justified but would not best serve the needs or be in the best interest of the aviation community at the Danbury Municipal Airport.

Chris Orifici



Managing Member  
WestConn Aviation, LLC



Alice Dyer &lt;a.dyer@danbury-ct.gov&gt;

---

## Fwd: Airport Commission requests

1 message

---

Michael Safranek <m.safranek@danbury-ct.gov>  
To: Alice Dyer <a.dyer@danbury-ct.gov>

Wed, Mar 7, 2012 at 2:43 PM

----- Forwarded message -----

From: Curtis Brunjes &lt;Curtis@curtissaero.net&gt;

Date: Wed, Mar 7, 2012 at 2:36 PM

Subject: Airport Commission requests

To: "P.Estefan@ci.danbury.ct.us" &lt;P.Estefan@ci.danbury.ct.us&gt;

Cc: "J.pinter@danbury-ct.gov" &lt;J.pinter@danbury-ct.gov&gt;, "John Ashkar (john.ashkar@cbmoves.com)" &lt;john.ashkar@cbmoves.com&gt;

Paul-

Please put Curtiss Aero, and myself personally, on the agenda for the Commission meeting in March for the following issues.

1. Curtiss Aero proposes to move our existing flight training permit to BAC. We have and will bring an executed Lease Agreement and Operating License form.
2. I wish to advise the Commission that I will be selling my property at 19 Miry Brook to a private party who will be using the facility for aviation, but predominantly non-commercial, purposes. The property is privately owned by me, so its transfer isn't governed by the Commission, but I wish to make the change of ownership transparent.
3. I wish to transfer my existing land lease to the buyer of my property. He will be present at the meeting and bring his financial records. He is committed to perpetuating the aviation use of the property and will continue to furnish tiedowns to existing tenants.
4. The property at 19 Miry Brook wishes to continue to be a fuel permit holder. This will be an exemption from the current minimum standards because the 19 Miry Brook property will forfeit FBO status with the transfer of the flight permit to the new location. This exemption is justified in order best serve the needs of the aviation community as outlined below:
  - a. The fuel at 19 Miry Brook is the only 24-hour, self-service facility at Danbury.
  - b. It is the only fuel storage available and possible for the southeast corner of the field and therefore safely and conveniently services a large number of aircraft owners from that corner of the field.
  - c. The new property owner wishes to continue to pay the annual permit fee of \$1500 and the \$.125/gallon charge for sales.
  - d. Because the fuel farm is on private property, it can be continued as a private fuel supply, but this would raise an issue that has not yet been dealt with in Danbury—we feel that it will be easier and better for all involved to continue to license and tax the fuel facility than to start a debate about what types of activity would be permissible.

e. This exemption from the minimum standards is consistent with other exemptions made by the Commission to support aviation interests—namely the exemption granted to Centennial Helicopters for reduced permit fees and the exemption granted to Danbury Aviation to hold a single permit at a non-FBO facility.

Recent changes in the competitive environment in DXR are encouraging all the changes that we are making. The former Sadler property, now Westconn, is being developed into a very nice FBO. Curtiss Aero is not now, in light of 4 other DXR-based FBOs, a viable FBO entity. I am therefore selling the property and accepting its conversion to its alternative— aircraft storage.

Curtiss Aero, and myself personally, are dedicated to the continued development and success of the DXR airport and DXR-based businesses. We believe strongly that the 4 items before the Committee are in the best interests of the aviation community.

Thank you for your consideration.

Thank you.

Curt

**Curtis Brunjes**

 **Description:**  
**ca%20logo%20white**

19 Miry Brook Road

Danbury, CT 06810

203-702-7192 (office)

203-798-7567 (fax)

877-418-4522 (toll-free)

347-262-0529 (mobile)



Alice Dyer <a.dyer@danbury-ct.gov>

---

**Fwd: Curtiss Aero Commission request**

1 message

---

Paul Estefan <p.estefan@danbury-ct.gov>  
To: Alice Dyer <a.dyer@danbury-ct.gov>

Wed, Apr 11, 2012 at 11:02 AM

----- Forwarded message -----

From: Curtis Brunjes <Curtis@curlissaero.net>  
Date: Mon, Apr 9, 2012 at 11:29 AM  
Subject: Curtiss Aero Commission request  
To: "P.Estefan@ci.danbury.ct.us" <P.Estefan@ci.danbury.ct.us>  
Cc: "l.pinter@danbury-ct.gov" <l.pinter@danbury-ct.gov>, "John Ashkar (john.ashkar@cbmoves.com)" <john.ashkar@cbmoves.com>, "lynda@businessaircraftcenter.com" <lynda@businessaircraftcenter.com>

Paul-

Please put Curtiss Aero and the buyer of the property at 19 Miry Brook on the agenda for the Commission meeting in April.

We wish to make the following requests of the Commission:

1. We wish to withdraw, without prejudice, our requests at the March 2012 meeting in favor of the following requests.
2. We wish to advise the Commission that Mirash Vatici is under contract to purchase 19 Miry Brook. He is a local resident and businessman as well as a long-time DXR based pilot and aircraft owner. He intends to continue the aviation use of the property at 19 Miry Brook and is committed to the local aviation community.
3. Curtiss Aero requests a transfer of existing land leases to Mr. Vatici. Our attorney has coordinated through Les Pinter and we will have the appropriate lease assignment forms prepared. These are the same documents utilized for previous lease transfers.
4. Mr. Vatici requests to continue to hold a fuel permit and flight training permit at 19 Miry Brook. He will be present at the meeting and will bring his financial records for review by the Commission.
5. Subsequent to approval of the above, Curtiss Aero requests to apply for a flight training permit at the BAC facility. We have and will bring an executed Lease Agreement and Operating License form.

Curtiss Aero flight will operate from the BAC facility exclusively. Our sister operation, Curtiss Aero maintenance, will operated exclusively from the Danbury Aviation building, in accordance with authority already granted by the Commission.

Please advise us if there is anything else that we should prepare in advance of the meeting.

Thank you for your consideration.

Curt Brunjes

**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 19 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, 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

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 is hereby expressly waived 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 benefits 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.**

Wherever 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, 1985 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.**

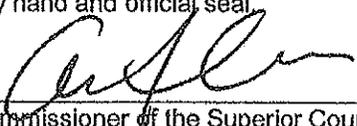
The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described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



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

On this the 12<sup>th</sup> day of ~~September~~ *August* 2005, before me, Anthony J. Messina, the undersigned officer, personally appeared RAYMOND FLOPCZAK, 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. 4997564  
Qualified in Westchester County  
Commission Expires June *8, 2006*

EXHIBIT B

MINIMUM STANDARDS FOR  
LEASE AND/OR USE  
OF  
DANBURY MUNICIPAL AIRPORT  
EFFECTIVE MAY 10, 1988

The purpose of the Rules and Regulations is to promote the general welfare of the Airport, have it operate as a viable city, 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 on map entitled, "DANBURY MUNICIPAL AIRPORT, property of the town of Danbury, Hiry Brook District, Town of Danbury, Connecticut," originally prepared by Sydney A. Rapp, L.S., dated July 30, 1955, and revised and updated by John F. Green, C.E., July, 1968, 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;

- (d) All of the right, title and interest of the City in and to pole line easements to Airport hazard beacons 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 (i) 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 (ii) 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 rotocraft, 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 rotocraft, 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 sublease, or license, 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 aeronautically 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 sublease or license, 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 sublease or license, 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 aeronautically 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.

4. EXCLUSIONS

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

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

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, on land controlled by said FBO, both performing services under any category listed in Sec 7.4., then each shall be liable for fees generated by its own operations. Subject to the approval of the Commission, leasees 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 2.5.

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 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.

c. 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 certificates. It must not consist of less than five (5) and not more than twentyfive (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.

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

7.1. No persons, 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 allow 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 obtain 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:

- (i) 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:

- (i) 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). Permittees 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). Permittees 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): Permittees 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 area 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 30 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.

c. 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; ramps areas and Airport roadways;
- (b) maintenance and operation of runway lights, rotating light beacon 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.

d. 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 Flowage 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. REVOCATION, 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 rate 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.

1.5 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.