

VERMONT SUPERIOR COURT
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CIVIL DIVISION
Case No. 22-CV-03976

Mansfield Heliflight, Inc. v. Beta Technologies, Inc. et al

ENTRY REGARDING MOTION

Title: Motion to Dismiss Plaintiff's Complaint (Motion: 5)
Filer: Hans G. Huessy
Filed Date: December 05, 2022

Plaintiff Mansfield Heliflight, Inc. (Mansfield) brought this action alleging, inter alia, that the City of Burlington had breached Mansfield's lease at the airport, and seeking a declaratory judgment that the lease had been renewed in April of 2021. The written lease at issue and communications regarding renewal are attached to the complaint. The City moves to dismiss the complaint against it in this case, arguing that the terms of the exhibits attached to the complaint establish that there was no lease renewal.

Relevant Facts

The written lease was signed in May of 2017 and was to expire April 30, 2022. Complaint, Ex. A § 4.01. It states that if Mansfield was in compliance with the lease, Mansfield would "have the mutually agreeable option to renew with the City" for another five-year term. Id. Mansfield sent an email in April of 2021 (a year before the expiration) stating its "desire to renew our lease . . . for the same term." Complaint, Ex.

D. The then-Director of Aviation responded, also by email: “Great to hear of your desire to continue with your lease. . . I appreciate you checking in.” Id.

The lease requires that all “notices, consents, and approvals required or authorized” by its terms must be sent by registered or certified mail. Id. § 18.14. It states that if Mansfield continued in occupancy after the lease term, “without CITY’s written renewal hereof,” it would be a month-to-month holdover tenancy. Lease § 4.02(A). “CITY” is defined to require an “act of the City Council and Mayor and/or the Board of Airport Commissioners as communicated by the Director of Aviation.” Id. § 1.01(D).

In December of 2021, the City’s attorney wrote to Mansfield to advise that it did “not intend to renew the Lease upon its expiration on April 30, 2022.” Complaint, Ex. E. The letter offered a two-year lease instead, with some differing terms.

Discussion

Motions to dismiss usually turn solely on whether the allegations of the complaint, if proven, would be sufficient to prove the claims. However, when documents are attached to the complaint, the court may consider their terms. The terms of the documents override the allegations of the complaint. “[W]hen a written instrument contradicts allegations in the complaint to which it is attached, the exhibit trumps the allegations.” Davis v. Am. Legion, Dep’t of Vermont, 2014 VT 134, ¶ 13, 198 Vt. 204 (quoting N. Ind. Gun & Outdoor Shows, Inc. v. City of S. Bend, 163 F.3d 449, 454 (7th Cir.1998)).

Here, it is clear (however awkwardly stated) that renewal of the lease required mutual agreement, and the emails do not constitute such agreement. First, it is not

reasonable to interpret “we desire” and “great to hear of your desire” as sufficient to constitute a contract to renew the lease. “[A] mere expression of willingness to contract does not amount to an offer, neither does it amount to an acceptance.” Starr Farm Beach Campowners Ass’n, Inc. v. Boylan, 174 Vt. 503, 505(2002).

In addition, the City is correct that the notice provisions of the lease applied, and were not satisfied here. Mansfield argues that because there was no express provision in the lease that communications about renewal were required to be by registered or certified mail, the section related to mail does not apply. However, Mansfield ignores the full language of the mail provision, which includes “notices, consents, and approvals required or authorized. . .” Lease § 18.14. Clearly any approval of a renewed lease by the City would be a consent or approval, authorized if not required, and needed to be done by mail.

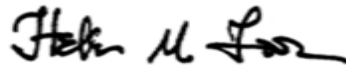
Mansfield argues that the then-Director of Aviation had “actual, implied, or apparent authority” to bind the City to a new lease. Opposition at 5-7. However, this still turns on a reading of the emails that is unreasonable: that he intended “great to hear of your desire” to constitute a new lease. He might have had authority to sign a lease renewal, but there is no such signed renewal here. The lease is clear that any lease renewal had to be in writing. It states that if Mansfield continued in occupancy after the lease term, “without CITY’s written renewal hereof,” it would be a month-to-month holdover tenancy. Lease § 4.02(A). “CITY” is defined to require an “act of the City Council and Mayor and/or the Board of Airport Commissioners as communicated by the Director of Aviation.” Id. § 1.01(D). Nothing in the email response at issue here communicates that such approvals have been given.

Mansfield points out that there are other counts of the complaint not addressed in the motion to dismiss. It is correct. The City's response that such claims are "insignificant" and that any damages are minimal does not justify their dismissal. Reply at 5-6.

Order

The motion is granted as to Counts I and II. The balance of the claims against the City remain. Because this ruling resolves the issues that were the subject of the preliminary injunction motion, the hearing scheduled for February 14 is canceled. The court has already issued a discovery schedule.

Electronically signed on January 20, 2023 pursuant to V.R.E.F. 9(d).

A handwritten signature in black ink, appearing to read "Helen M. Toor", is positioned above a horizontal line.

Helen M. Toor
Superior Court Judge