

Suffolk County Francis S. Gabreski Airport Minimum Standards & Requirements



**Francis S. Gabreski Airport
Suffolk County, N.Y.
Minimum Standards and Requirements**

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SECTION I GENERAL PROVISIONS

INTRODUCTION

The County of Suffolk (hereinafter referred to as the “County”), as owner and Sponsor of the Francis S. Gabreski Airport (hereinafter known as “Airport”), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster, encourage and insure the economic growth and orderly development of aviation and related aeronautical activities at the Airport by encouraging adequate aeronautical services and facilities for the users of the Airport, has established certain standards and requirements for Commercial Aviation Operators (hereinafter referred to as “Operator”) as provided in this section. The following sections set forth the Minimum Standards and Requirements (hereinafter referred to as "Minimum Standards" for a person or persons, partnership, company, trust or corporation (hereinafter referred to as "Person") engaging in one or more activities and/or operations at the Airport. These Minimum Standards are not intended to be all- inclusive as the Operator of a commercial venture who is using the Airport will be subject additionally to applicable federal, state and local laws, codes and ordinances and other similar regulatory measures, including the most recent version of the Airport Rules and Regulations pertaining to all such activities.

These Minimum Standards are designed to comply with F.A.A. Advisory Circular 150/5190-5, EXCLUSIVE RIGHTS AND MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES dated 6/10/02.

A written agreement, properly executed by the County and the Operator is a prerequisite to tenancy on the Airport and both the written agreement and tenancy are prerequisites to the commencement thereon of any of the commercial aeronautical services and activities operations herein contained and specified. All contract provisions, however, must be compatible with the Minimum Standards herein contained and will not change or modify the standards and requirements themselves. These Minimum Standards and Requirements shall be included in whole, in part or by reference as part of all leases between the County and any Person desiring to be based on the Airport and engage in any commercial aeronautical services and activities. Information relative to rentals, fees and charges applicable to the aeronautical services included herein will be made available to the prospective commercial operator by the official representative of the County at the time of application or during the contract negotiations.

These Minimum Standards shall apply to anyone who enters the Airport Property, conducts a commercial or non-commercial operation at the Airport, and are consistent with the approved Airport Layout Plan (ALP). Entry upon or into the Airport by any person shall constitute an agreement by such person to comply with these Minimum Standards. These Minimum Standards may be supplemented and amended by the County from time to time and in such manner and to such extent as is deemed proper.

STATEMENT OF POLICY

The Minimum Standards identifies qualifications that may be established by the County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity at the Francis S. Gabreski Airport. The purpose of the Minimum Standards to provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete to occupy available airport land and/or improvements and engage in authorized aeronautical activities at an airport. The minimum standards provide consistent threshold requirements to promote “fair competition” among operators. Proposals meeting the Minimum Standards and Requirements as established by the County and set forth herein for Commercial Aeronautical Services and Activities at the Airport will be presented to the County for approval.

In all cases where the words “standards” or “requirements” appear, it shall be understood that they are modified by the word “minimum”. All Operators will be encouraged to exceed the “minimums”. No Operators will be allowed to operate or provide services less than the “minimums” without prior approval from the County. These “minimums” are established herein as a means of governing for the public the quality and level of services that are offered to the public in connection with the conduct of particular aeronautical activity on the Airport. Another purpose of these standards is to insure, in the public interest, the safe conduct of all aeronautical activities at this Airport.

These standards shall also educate and inform prospective operators as to the business environment, planned activity for the future and contractual requirements of the County. Contingent upon its qualifications, its meeting the established Minimum Standards with the County and the payment of the prescribed rentals, fees and charges, the Operator shall have the right and privilege of engaging in and conducting the activity or activities specified by written contract with the County. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities and the Airport other than those premises that may be leased exclusively to it, and then only to the extent provided in the written contract. The County reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, minimum standards and other regulatory measures pertaining to such use. The County further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the Airport.

DEFINITIONS

AERONAUTICAL ACTIVITY - Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Aeronautical activities within this definition include but are not limited to:

- Aircraft sales
- Parts and Accessories Sales
- On-Demand Air Taxi operations prescribed under FAR135
- Airline operations under FAR 135 or 121
- Aircraft Rental
- Flight Instruction
- Maintenance Services
- Aviation fuels and oil dispensing services
- Aircraft Storage
- Commercial Flight Services
- Banner Towing
- Aerial photography and survey
- Any other operations specifically excluded from FAR 135
- Helicopters
- Sightseeing
- Sky Diving operations
- Ultra-light operations

Whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that because of their direct relationship to the operation of aircraft can appropriately be regarded as an “Aeronautical Activity”.

MINIMUM STANDARDS - The qualifications that are established by the Airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the Airport.

COMMERCIAL AVIATION OPERATOR - A Commercial Aviation Operator is defined as a person engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished.

FIXED BASE OPERATOR - A Fixed Base Operator (FBO) is further defined as a an individual or firm operating and providing general aircraft services such as maintenance or storage, or ground and flight instruction at the Francis S. Gabreski Airport. A Fixed Base Operator shall provide the following minimum activities or services:

A. Aircraft Line Services:

1. Fueling, and oil
2. Ramp parking and tie-down
3. Crew and passenger lounge facilities
4. Customer restrooms and telephone
5. Loading, unloading and towing of aircraft
6. Aircraft maintenance

In addition, the FBO is encouraged to provide any or all of the services listed under the following section “Specialized Aviation Service Operator”. However, to be a Fixed Base Operator, it will be necessary to meet the criteria and accept the requirements as set forth within this document for those activities specifically required of a Fixed Base Operator.

SPECIALIZED AVIATION SERVICE OPERATOR (SASO) An aeronautical business that offers a single or limited service. Examples of these specialized services may include aircraft flying clubs, flight training, aircraft, airframe and powerplant repair/maintenance, aircraft charter, air taxi or air ambulance, aircraft sales, avionics, instrument or propeller services, or other specialized commercial flight support business. For example, with approval from the County, a Specialized Aviation Service Operator may offer one or more of the following activities:

- A. Aircraft Maintenance as defined in 14 CFR Part 43
- B. Avionics or Instrument Maintenance or alteration of one or more of the items in 14 CFR Part 43 Appendix A (radios, electrical systems, or instruments)
- C. Rental or Flight Instruction subject to required certification
- D. Aircraft Charter or Aircraft Management as defined in 14 CFR Part 135 or Part 125
- E. Aircraft Sales
- F. Specialized Commercial Aeronautical Services
- G. Aircraft Hangar Storage

NON-AVIATION SERVICES OPERATOR - An operator located on the airport that engages in non-aeronautical activities such as a restaurant, gift shop, or other retail establishment. Such an operator may not engage in any of the activities covered by either an FBO or SASO.

INDEPENDENT OPERATOR - A commercial operator offering a single aeronautical service but without an established place of business on the airport. The airport sponsor may or may not allow this type of servicing to exist on the airport.

AIRPORT TENANCY

PRE- REQUIREMENTS

All prospective tenants shall submit to Airport Management, in written form, a request for an application for tenancy. The request must be on the standard Airport Lease Application/Request form contain the following information and, thereafter, the County may request such additional information as necessary.

A. Intended Scope of Activities

The prospective tenant must submit a detailed description of the scope of the intended operation, and the means and methods to be employed to accomplish the contemplated operating standards and requirements, including, but not limited to, the following:

- The name, address, and telephone number of the applicant, all other individuals or parties having an interest and/or investment in the proposed operation, and the percentage or nature of their ownership.
- The requested or proposed commencement date
- The services to be offered.
- The size and location of land and/or buildings requested.
- The size and location of facility/land to be constructed or leased.
- The number of aircraft to be provided (as applicable).
- The number of persons to be employed (including the names and qualifications of each person).
- The hours of proposed operation.

B. Financial Responsibility and Capability

The prospective Operator must provide a statement, satisfactory to the County, in

evidence of its financial responsibility, from an area financial institution or from such other source that may be acceptable to the County and readily verified through normal banking channels. The prospective Operator must also demonstrate financial capability to initiate operations for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate its ability to provide working capital to carry on the contemplated operations, once initiated.

C. Experience

The prospective Operator shall furnish the County with a statement of past experiences of the principals and/or employees in:

- (a) The specified aviation services selected by it and to be supplied by it on the Airport
- (b) Related fields of endeavor, together with a statement that the principals and/or employees have the ability to perform the selected services
- (c) A statement outlining any and all previous involvement at the airport by any principles and/or employees.,]

D. Airport Insurance Requirements

All Operators are required to maintain insurance at levels set forth by the Suffolk County Department of Risk Management. Copies of certificates are to be submitted to Airport Management at the beginning of each year, and may also be requested at the discretion of Airport Management. The County reserves the right to update these levels as required and additional requirements may be included as part of any Lease. Insurance requirements maybe found to be unreasonable if they are not available for purchase. A written letter from an Insurance Carrier stating unavailability must be submitted to the Airport Business Manager for approval of levels below the minimum requirements.

Each policy of insurance required by this **Section D Airport Insurance Requirements**, shall contain a provision that the insurer shall not, without obtaining express advance permission from the Suffolk County Attorney, raise any defense involving in any way the jurisdiction of the court over the person of the County, the immunity of the County, its officers, agents or employees, the governmental nature of the County or the provisions of any statutes respecting suits against the County.

If at any time any of the insurance policies shall become reasonably unsatisfactory to the COUNTY as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the COUNTY, LICENSEE shall promptly obtain a new and satisfactory policy in replacement, the COUNTY agreeing not to act unreasonably hereunder. Failure to maintain insurance in the amounts reasonably required and commercially available from

insurers licensed to do business in the State of New York, and in accordance with industry standards shall constitute grounds to immediately terminate this License Agreement. Anything to the contrary notwithstanding, LICENSEE shall not be required to provide any insurance which other, similarly situated LICENSEEs at the Airport are required to provide.

The following are the current insurance requirements as of 2010:

Commercial

The Operator agrees to procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. Unless otherwise specified by the County and agreed to by the Operator, in writing, such insurance will be as follows:

1. General Liability Insurance

Commercial General Liability Insurance, including contractual liability coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury and two million dollars (\$2,000,000) per occurrence for property damage.

A Minimum one million dollar (\$1,000,000) Umbrella Policy or Excess Liability Policy may be used to meet the two million dollars (\$2,000,000) General Liability Insurance requirement above.

2. Workers' Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Operator shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Operator shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

3. Property Insurance coverage on an "All Risk Basis" form for 100% of the value of all improvements leased from the County or constructed by or for the Tenant

4. Hangarkeeper's Liability insurance in an amount not less than the total value of all aircraft stored within if Tenant rents or otherwise provides hangar and/or tie down space for the purpose of safekeeping or servicing aircraft not owned by the tenant. In the event Tenant requires sub-tenants to obtain their own individual insurance, each sub-tenant is required to maintain Hangarkeeper's Liability insurance in an amount not less than the total value of each individual aircraft stored within. Tenant is responsible to ensure that each sub-tenant has a current policy and Tenant is further responsible to forward proof of all sub-tenant insurance to the

County.

5. Aircraft Liability insurance in an amount not less than \$2,000,000 per occurrence for property damage, and \$2,000,000 per occurrence for bodily injury.
6. Airport liability Insurance in an amount not less than \$2,000,000 per occurrence.
7. Commercial Auto Liability in and amount not less than \$1,000,000 per accident, per person and \$500,000 for property damage for all owned, non-owned and hired vehicles.
8. Environmental Impairment Liability in an amount not less than \$1,000,000 for bodily injury, property damage and environmental clean ups.
9. Fixed Base Operators are required to have a minimum of \$10,000,000 for Products and Completed Operations
10. Businesses with renters and/or students are required to have Student and Renters Liability of \$2,000,000

NOTE: All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

The Operator shall furnish to the County Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Operator shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

All such Declaration Pages, certificates, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal, or material change in said policies. Such Declaration Pages, certificates,

policies, and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons", or at such other address of which the County shall have given the Operator notice in writing.

Non-Commercial

- 1) Property Insurance coverage on an "All Risk Basis" form for 100% of the value of all improvements leased from the County or constructed by or for the Tenant
- 2) Hangarkeeper's Liability insurance in an amount not less than the total value of all aircraft stored within if Tenant rents or otherwise provides hangar and/or tie down space for the purpose of safekeeping or servicing aircraft not owned by the tenant. In the event Tenant requires sub-tenants to obtain their own individual insurance, each

sub-tenant is required to maintain Hangarkeeper's Liability insurance in an amount not less than the total value of each individual aircraft stored within. Tenant is responsible to ensure that each sub-tenant has a current policy and Tenant is further responsible to forward proof of all sub-tenant insurance to the County.

- 3) Aircraft Liability insurance to include bodily injury property damage including passenger liability in an amount not less than \$1,000,000 per occurrence.
- 4) Airport liability Insurance in an amount not less than \$1,000,000 per occurrence.

ACTION ON APPLICATIONS

Grounds for denying an application or for rejecting an application shall include but not be limited to any one or more of the following:

- a) The applicant does not meet the qualifications, standards, and requirements established by any applicable regulations and standards.
- b) The applicants proposed operations or construction would create a safety hazard. The FAA may be the final decision maker when determining safety hazards.
- c) The granting of the application will require the Airport to spend funds, or to supply labor or materials, which has not been budgeted or is unavailable.
- d) There is no appropriate, adequate, or available space or building on the Airport to accommodate the applicant at the time of the Application.
- e) The proposed operation, Airport development, or construction does not comply with the FAA approved Airport Layout Plan for the Airport.
- f) The development or use of the area requested by the applicant will result in depriving existing tenants of portions of the area which they are operating; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present tenant on the Airport.
- g) The applicant has supplied the County or any other persons with any false information or has misrepresented any material fact or has failed to make full disclosure in his/her application or in supporting documents.
- h) The applicant has violated any of these regulations and standards, or the regulations and standards of any other airport, of the Federal Aviation Regulations or any other regulation, statutes, ordinances, laws, orders, or rules applicable to the Airport or any other airport.
- i) The applicant has defaulted in the performance of any lease or any other agreement with the County.

- j) The applicant's activities or operations have been or could be detrimental to the Airport or any other airport.
- k) The applicant has committed any crime or violation of any State, City, or County ordinance of such a nature that it indicates to the County that the applicant would not be a desirable operator on the Airport.

SUPPORTING DOCUMENTS

All applicants shall submit the following supporting documents to the County, together with other such documents and information that may be requested by the County:

- a) A completed Airport Lease Application packet with all the required supporting documentation.
- b) A current financial statement prepared by financial entities approved of by the County demonstrating the financial capabilities to sustain the business.
- c) A written listing of assets owned or being purchased, which will be used in the applicant's operation at the Airport.
- d) A current credit report on the applicant principals, co-owners or partners.
- e) A description of previous experience in airport services complete with references, a listing of key personnel to be assigned to the Gabreski Airport and a description of duties, responsibilities and prior experience of such personnel.
- f) A written and signed authorization permitting the FAA, all Airports, Aviation or Aeronautical Commissions, Administrators, or Departments of all State in which the applicant or its key personnel have engaged in aviation business to supply the County with all information in their files relating to the applicant, his/her operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the County or by the Airport Management.=

LEASE AND OPERATIONS AGREEMENTS

Commercial Business Activity Compliance

Subject to applicable orders, certificates or permits of the FAA, or their successors, Grant Agreements with the FAA, and the laws of the County of Suffolk, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial business or aeronautical activities who has not first obtained the consent and required approval, leases, operating permits, and/or licenses for such use from the County and entered into such written leases and sub-leases and other agreements as may be required by the County.

The Operator shall be required to contribute to the operational costs of the Airport. No Operator or any person may perform or provide any commercial aeronautical activity or service at the Francis S. Gabreski Airport without a duly executed lease agreement.

A. Requirement of a Written Agreement

Prior to the commencement of operations, the prospective Commercial Aviation Operator will be required to enter into a written agreement with the County, which agreement will recite the terms and conditions under which it will operate its business on the Airport, including, but not limited to, the term of the agreement; fees and the rights, privileges and obligations of the respective parties; and other relevant covenants. These minimum standards are not intended to be a complete recitation of all of the provisions to be included in the written agreement. Such lease provisions, however will neither change nor modify the Minimum Standards.

B. Site Development Standards

In addition to the Airport Development Guidelines (current edition), the following provisions, shall be set forth in each agreement between any Operator and the County.

i. Physical Facilities

- a) All areas leased from the Airport shall also provide for auto parking. When applicable all buildings shall at least provide for office space and restrooms.
- b) The Operator will be required to maintain the leased premises in a safe and adequate manner at all times.
- c) The County shall consider conformance to the Capital Improvement Plan for the Airport, Airport Master Plan, and Approved Airport Layout Plan prior to the approval or denial of any construction or development at the Airport. The County, must approve the plans and specifications prior to construction, and the notice of proposed construction (FAA form 7460) required by FAR Part 77 must be submitted to the County for review and signature, *prior* to submittal to the FAA, New York Airports District Office. Also, the appropriate FAA Environmental form shall be completed for the County's review and submittal to the FAA - New York Airports District Office. No building, structure, tiedown, ramp, paved taxi area or any other improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without prior written approval of the County. Prior to such work being done, the County, at its discretion, may require a work bond, letter of credit or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to approval by the County.

- d) All properties must be properly lit and heated. Sufficient Exterior lighting shall be provided, to allow safe access to the site during night hours.
- e) All exterior signage must be approved by Airport Management prior to construction

ii. Personnel

The Operator shall have in its employ and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Requirements set forth herein, in an efficient manner for each aeronautical service being performed. All personnel required to hold Federal Aviation Administration certificates and ratings to offer aeronautical services shall maintain such certificates and ratings on a current basis.

All Employees of an Operator must wear identification of the employer while performing services on the airport.

iii. Maintenance

Maintenance in and around the premises i.e. removal of debris and vegetation within the leasehold area is the responsibility of the Lessee. All maintenance of any County-owned buildings leased or rented to an Operator, along with the maintenance of the hangar doors, floors, utilities and cost for trash removal shall be borne by the Operator unless otherwise stated in the lease agreement. Utility line maintenance outside the Operator's delineated property boundary shall be the County's responsibility. Grass mowing and landscape maintenance outside of the leased properties shall be the County's responsibility.

C. Disposal of Airport Generated Waste

Each tenant shall comply with all federal, state and local statutes, rules and regulations for the adequate and sanitary handling and legal disposal, away from the Airport, of its regular cartage, hazardous waste and other materials, including but not limited to used oil, solvents, fueling of all aircraft and other chemical waste and other containers. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises, including building interiors.

D. Competitive Pricing

All Operators authorized to conduct business at the Gabreski Airport are required to do so with a pricing schedule, competitive to similar operators within the aviation community and the Tri-State Region.

E. Hangar and Tie-Down Rentals

Only those operators authorized by Lease agreements may rent hangar space and tiedown areas to third parties. Rates charged for hangar space, t-hangar rentals, tiedowns, products and service charges shall not be excessive, discriminatory or unreasonable and shall be filed with the County. Upon request of Airport Management, Operators leasing hangar or tie down space shall provide a list to Airport Management of names and addresses of all aircraft owners leasing, subleasing or utilizing t-hangars or tie-downs.

F. Guidelines for Term of Leases

The maximum term of a Lease at the airport may not exceed 40 years. Non-aviation Leases are subject to FAA approval every 3 years. When determining the length of a Lease term, consideration is given relative to the period of time necessary to amortize the investment being made in any new construction project, or improvements to leased buildings and/or property.

MISCELLANEOUS RESTRICTIONS

- A. No aircraft owner or aviation organization shall engage in commercial activities of any type at the Airport unless prior permission and certification is obtained from the County.
- B. No right, privilege, permit, or license to do business at the Airport or any lease of any area of the Airport or part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior approval of the County.
- C. No lease, or portion thereof may be assigned or sublet without the expressed written approval of the County and all assignees or subleases approved by the County shall reference and comply with regulations and minimum standards.
- D. No person or firm shall engage in flight instruction at the Airport unless prior to giving such instruction they have a signed agreement with the County, registered their current flight instructor's certificate with the Airport Manager and also filed certificates of all insurance, as required for the protection of the County, instructor and student.
- E. No person or firm shall utilize the services of a certified Airframe and Powerplant mechanic or Authorized Inspector unless such mechanic or

inspector is an employee of said person or firm, or is an employee of a Fixed Base Operator or Specialized Aviation Service Operator with a current Operating Agreement with the County or other authorization from the Airport Managers office permitting such activity.

- F. No right or privilege has been granted to the Operator which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to maintenance and repair) that it may choose to perform.
- G. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right other than rights of possession to the premises duly leased from the County by the Operator.
- H. Airport reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of the Operator, and without interference or hindrance. The Airport shall make every effort to minimize the disruption of normal Airport usage during periods of repair or further Airport development.
- I. Airport reserves the right to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.
- J. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provision of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- K. The Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent Operator from erecting, or permitting to be erected, any structure on or adjacent to the Airport which, in the opinion of the Airport, would limit the usefulness of the Airport or constitute a hazard.
- L. The Airport reserves the right to enter upon the premises during normal business hours for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.
- M. No one shall seek and/or use an Airport public use building or space for overnight lodging.
- N. The operator shall maintain the building and site in compliance with all applicable Federal, State and County laws, rules and regulations.

OWNERSHIP STRUCTURES (OTHER THAN INDIVIDUAL)

Hangar development may be accomplished only by entities, including Associations, Partnerships, etc., only with approval from the County.

All members/shareholders of the Association shall be declared to Airport Management at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required by the County) as requested by Airport Management from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association.

The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the Improvements located thereupon.

Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholder for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared shall remain jointly and severally liable for the Association's compliance with these Minimum Standards.

AIRPORT CUSTOMS AND SECURITY

A. Statement on Customs and Security

Airfield Access and Airport Security shall be maintained at all times in accordance with applicable regulatory standards and the security plan as may be established and from time to time and amended. All Employees of Operators are required to be subject to a background check and be trained in accessing the airfield. Identification badges are required to be worn while working on the airfield.

All activity on the airport shall require compliance to the most recent FAA guidelines related to security and customs.

All International traffic requires the implementation of customs procedures on the airport. This traffic must follow the appropriate FAA policies, regarding customs, and notification prior to arrival.

SECTION II

FIXED BASE OPERATOR

INTRODUCTION

A Fixed Base Operator (FBO) is further defined as a an individual or firm operating and providing general aircraft services such as maintenance, storage, and ground and flight instruction at the Francis S. Gabreski Airport.

General FBO Regulations

1. Each FBO is required to provide and maintain an office, which shall be staffed and open to the public during normal business hours of each normal business day. Such office shall be the Operator's office or place of business on the Airport. This office shall include a waiting room with appropriate furnishings, separate restrooms for men and women, and a public telephone unless other adequate facilities exist, as determined by Airport Management. These facilities shall be kept in a clean and orderly condition and properly painted. The office shall include at least 1500 sq. ft. of inside floor space, less inside partitions. Only one office shall be required of each FBO. No FBO, its employees, agents, officers, or other persons connected with the business shall use the office area or other facilities of any other FBO without consent of said FBO and the County.
2. Each FBO shall enter into agreement with the County that shall include an agreement on the part of the FBO to accept, be bound by, comply with and conduct its business operations in accordance with these regulations and standards and to agree that this approval and authority to carry on business at the Airport shall be subject to these regulations and standards.
3. Unless otherwise provided for in a lease agreement with the County, the FBO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, and all other facilities and improvements requested by the FBO and approved of by the County for the FBO to carry on the activities or services authorized by the County.
4. The FBO shall promptly pay, when due, all financial obligations as per the Lease agreement with the County.
5. Plans, specifications, and FAA Form 7460-1 for any construction required by the FBO shall be submitted to Airport Management for review and approval. Construction shall commence in accordance with the timeframes stated in the lease agreement. Unless otherwise provided in an FBO lease agreement. The County for good cause may extend the deadlines provided. All construction shall comply with the Airport Development Guidelines and applicable building codes and other ordinances, and the proper permits shall be secured and the fees shall be paid by the FBO.

6. Unless otherwise provided by the County, all operations of the FBO shall be conducted in an area of sufficient size to accommodate all services for which the Operator is approved. The FBO shall conduct its business operations strictly within the areas assigned it by the Lease and its operations shall not in any way interfere with the operations of the other agencies, or businesses operating at the Airport; the use of the Airport by the general public; or with any common use areas. The FBO shall not use any common use areas except as authorized by these regulations and standards or by the Lease.
7. An FBO must have available at all times sufficient operating funds to conduct the FBO's business for a period of at least three months.
8. An FBO shall cooperate with the County in the operation, management and control of the Airport and shall help to promote and develop the Airport into an attractive, efficient and modern facility.
9. Complaints by any person other than the County, against any FBO for violation of these regulations and standards or, the terms of the FBO agreement shall be in set forth writing and filed with Airport Management. All complaints shall be signed by the person making the complaint and shall provide details regarding the complaint such as, but not limited to, dates, times, facts, and witnesses, if any.
10. The FBO shall indemnify and hold harmless the COUNTY OF SUFFOLK, the County's consultant (if any), its agents, employees or any other person against all claims, expenses (including attorney's fees), losses and liabilities of whatsoever nature as defined by Lease provisions.
11. The FBO shall furnish all services authorized or approved by Lease, on a fair, and not unlawfully discriminatory basis, to all persons and shall charge fair, reasonable, and not unlawfully discriminatory, prices for each unit of service; provided that the FBO make reasonable discounts, rebates, or other similar types of reductions to volume purchasers, if permitted by law.
12. Each FBO, upon being fully authorized to construct any required physical facilities, shall immediately commence and conduct on a full-time basis, all business activities and services upon completion of said facilities.
13. In the event of written notice of termination of a lease, the FBO shall immediately and peaceably vacate the Airport and shall surrender possession of the premises to the County and shall cease and desist all business operations at the Airport. Should the FBO fail to make such surrender, the County shall have the right and without notice to the FBO, to enter and take full possession of the space occupied by the FBO by force or otherwise, and to expel, oust, and remove any and all persons that may be

found within or upon the property at the sole expense of the FBO and without being liable to prosecution or to any claim for damages. Upon such termination by the County, all rights, powers and privileges of the FBO shall cease and the FBO shall make no claim of any kind whatsoever against the County, its agents, representatives by reason of such termination, or any act or omission related thereto.

14. The County or any authorized representative of Airport Management shall have the right to inspect at any time all Airport Premises together with all structures or improvements and all aircraft, equipment, all licenses and registrations and all records of the FBO or its officers, agents, or representatives of agents.
15. The FBO shall park and store the aircraft used in its operations and its customers' aircraft only in areas assigned to it by Lease unless alternate arrangements for such parking or storage are made with Airport Management.
16. The County may, at its discretion, terminate any lease or other agreements authorizing the FBO to conduct services or businesses at the Airport, which said termination shall automatically revoke the FBO's lease, for any cause or reason provided in Airport regulations and standards or of the terms of any agreement between the County and the FBO, and in addition thereto, upon that happening of anyone or more of the following:
 - Filing of a petition, voluntarily or involuntarily, for the adjudication of the FBO as bankrupt.
 - The FBO making any general assignment for the benefit of creditors.
 - Abandonment or discontinuance of any permitted operation at the Airport by the FBO or the failure to conduct operation on a full-time basis without the prior approval of the County.
 - Failure of the FBO to remedy any default or breach of violations by its personnel in keeping, observing, performing and complying with these regulations and standards and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the FBO to be performed, kept, or preserved, within thirty (30) days from the date of the written notice from the County has been mailed or delivered to the place of business of the FBO at the Airport.
 - Failure to promptly pay to the County, when due, all rents, charges, fees and other payments which are payable to the County by the FBO.

- Operation of the business of the FBO so as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or any other pilots, students or passengers.
- The discovery that the FBO has misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information.
- Any action or omissions of the FBO or its principals, which adversely affect or may adversely affect the mission of the Airport.

FIXED BASE OPERATOR (FBO) MINIMUM STANDARDS

In addition to the General Requirements set forth in previous sections, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section.

Scope of Activity

Unless otherwise stated in these Minimum Standards or with approval from the County, FBO's employees using FBO's Vehicles and Equipment shall provide all products and services.

FBO's products and services at a minimum shall include the following:

Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):

- FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants to all General Aviation Aircraft normally frequenting the Airport.
- FBO shall respond within a reasonable timeframe during required hours of activity (excepting situations beyond the control of the FBO).

Passenger, Crew, and Aircraft Ground Services, Support, and Amenities:

- FBO shall meet, direct, and park all Aircraft arriving on Operator's Leased Premises.
- FBO shall provide courtesy transportation, utilizing Operator's Vehicles, for passengers, crew, and baggage, as necessary and/or appropriate.
- FBO shall provide parking and Tie down of Aircraft upon the Operator's Leased Premises.
- FBO shall provide for hangar storage of Aircraft.

- FBO shall provide arrival and departure services for Aircraft using Operator's Lease Premises including crew and passenger baggage handling.
- FBO shall provide oxygen, nitrogen, and compressed air services.
- FBO shall provide lavatory services and Aircraft cleaning services.
- FBO shall make available aircraft ground power units.
- FBO shall make available Aircraft catering arrangements.

Aircraft Maintenance:

- FBO shall provide Aircraft Maintenance on the airframe, powerplants, and associated systems of General Aviation Aircraft up to Group II Turbojet Aircraft.
- With approval from the County, and with a sub-lease agreement executed by the County, FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sub-lessee who meets the minimum standards for Aircraft Maintenance Operator and operates from the FBO's leased premises

Landing and Security Fees:

FBO's shall be responsible for the collection of all Landing and Security Fees for all aircraft that are required to pay said fees. Collected Payments for Landing and Security Fees shall be paid to the County on a monthly basis along with a detailed report as directed by Airport Management.

Leased Premises:

FBO shall have adequate land, Apron/Paved Tie down, facilities (hangars, terminal, maintenance, and Fuel storage), and Vehicle Parking, as defined in previous sections to accommodate all Activities of FBO and all approved Sub lessees, but not less than the following:

Contiguous Land

4 acres (176,000 square feet) upon which all required improvements including Apron, Paved Tie down, facilities, and Vehicle Parking shall be located.

Apron

2 acres (88,000 square feet), with sufficient weight bearing capacity to accommodate the largest anticipated Aircraft handled or serviced by FBO.

Paved Tie down

Adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tie down space at the Operator's Leased Premises, but not less than 10 paved tie down spaces.

Facilities

25,000 square feet (total) including the following minimum areas:

- Terminal space, Customer Area, and Administrative Area (waiting or seating area) - 5,000 square feet
- Customer area - adequate space for crew and passenger lounge(s), flight planning room, conference room, public use telephones, and restrooms.
- Administrative area adequate space for employee offices, work areas, and storage.

Maintenance area

- Minimum of 2,500 square feet
- Maintenance area shall include adequate space for employee offices, work areas, and storage for Aircraft parts and equipment.

Hangar Space

- Minimum of 20,000 square feet, including office and shop space.
- At least one (1) hangar shall be capable of accommodating an Aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet.
- At least 5,000 square feet shall be dedicated to the provision of Aircraft Maintenance and 10,000 square feet shall be dedicated to Aircraft storage.
- No single hangar shall be less than 10,000 square feet with the exception of individual T-Hangars.

Fuel Storage

FBO shall construct or install and maintain an on-Airport Fuel storage facility at the Airport, unless otherwise authorized or required, in a location consistent with the Airport Master Plan, Airport Rules and Regulations, Airport Layout Plan, or other Land Use Plans and approved by the County.

Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:

- 20,000 gallons for Jet Fuel storage
- 2,000 gallons for Avgas storage
- Adequate storage capabilities for waste fuel or test samples (or the capability to recycle waste fuel or test samples);

FBO shall, at its sole expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.

FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities that are necessary to meet the requirements set forth herein. Fuel suppliers utilized by Operator must have a current and executed Non-Exclusive Revocable Fuel Delivery Agreement on file with Airport Management.

Spill Prevention

- FBO shall have a written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets Regulatory Measures for above ground Fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Management Office at least 30 days prior to commencing operations.
- FBO shall be liable and indemnify the Communities for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
- Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the Fuel is the responsibility of FBO.
- FBO shall maintain current Fuel reports on file, including total gallons of Fuel delivered by type, and make such reports available for auditing at anytime by Airport Management.

Fueling Equipment

- Refueling Vehicles must have a capacity of at least 5,000 gallons and one having a capacity of at least 2,000 gallons.
- Avgas Refueling Vehicles must have a capacity of at least 750 gallons.
- Aircraft Refueling Vehicles shall be equipped with metering devices that meet all

applicable Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability.

- All Refueling Vehicles shall be bottom loaded.
- Each Refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements, standards, and Regulatory Measure including without limitation, those prescribed by:
 - State of New York, Suffolk County and Local Fire Codes
 - National Fire Protection Association (NFPA) Codes
 - All Environmental Protection Agencies and Regulations
 - 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"
 - Applicable FAA Advisory Circulars (AC) including AC 00-34A "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports"

Equipment

FBO shall have the following equipment:

- Adequate Equipment for recharging or energizing discharged Aircraft batteries
- One Courtesy Vehicle (capable of accommodating seven passengers) to provide transportation of passengers, crews, and baggage
- Two Aircraft tugs (and tow bars) with at least one having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport.
- One deicing Vehicle (recommended).
- One snow removal Vehicle (owned or contracted).
- Spill kits (as outlined in Rules and Regulations).
- Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at Fuel storage facilities, and on all ground handling and Refueling Vehicles
- All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and Manufacturers' specifications

Personnel

Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms shall identify the name of the FBO and the employee and shall be clean, neat, professional, and properly maintained at all times.

Management and administrative personnel shall not be required to be uniformed.

FBO shall develop and maintain Standard Operating Procedures (SOP) for Fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing."

FBO's SOP shall include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures to Fuel fires and spills. FBO's SOP shall also address: bonding and fire protection; public protection; control of access to Fuel storage facilities; and marking and labeling of Fuel storage tanks and Refueling Vehicles. FBO's SOP shall be submitted to Airport Management no later than 30 days before the FBO commences Activities at the Airport and annually thereafter.

FBO shall have properly trained and qualified Employees on all shifts providing Aircraft Fueling, Parking, and ground services and support.

One supervisory Employee shall have been trained in an FAA approved fire safety program.

FBO shall have properly trained and qualified Employees, on each shift (except from the hours of 10:00 PM to 6:00 AM), to provide customer service and support.

FBO (or approved Sub-lessee) shall have Airframe and Power plant Mechanics properly trained and qualified to perform Aircraft Maintenance on Aircraft frequenting the Airport.

Hours of Activity

Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 8:00 AM to 11:00 PM. Aircraft Fueling and passenger, crew, and Aircraft ground handling services, support, and amenities shall be available after hours and on-call.

Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day.

Aircraft Removal

Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to lend assistance upon request in order to maintain the operational readiness of the Airport. The FBO shall prepare an Aircraft removal plan and have the equipment readily available that is necessary to remove any General Aviation Aircraft normally frequenting the Airport.

COMPLIANCE WITH REGULATIONS, CODES, PUBLICATIONS AND FAA ADVISORY CIRCULARS AND ORDERS.

The following Regulations, Codes, Publications, and FAA Advisory Circulars and Orders along with any amendments or revisions which may be issued or adopted, are incorporated herein by reference and all airport-fueling operations shall be performed at a minimum in compliance with applicable regulations and procedures.

Tenant acknowledges that other requirements governing said operation might be promulgated from time to time and incorporated by the County, as additional compliance requires. In the event the language of any of the following documents may be construed to be inconsistent with the language of these Minimum Standards or any Fuel Dispensing Documentation that may be issued, the most stringent requirement upon the fuel dispenser will be deemed to apply.

A. Federal Aviation Regulations:

- 49 CFR 1542, Airport Security.
- FAR 139, Airport Certification.

B. FAA Advisory Circulars:

- AC 00-34, Aircraft Ground Handling and Servicing.
- AC 20-20, Flammability of Jet Fuel.
- AC 20-43, Aircraft Fuel Control.
- AC 150/5210-5, Painting, Marking and Lighting of Vehicles on an Airport.
- AC 150/5230-4, Aircraft Fuel Storage, Handling, and Dispensing on Airports.

C. National Fire Protection Association Publications:

- NFPA Publication #10, Standards For Portable Fire Extinguishers.
- NFPA Publication #30, Flammable and Combustible Liquid Code.
- NFPA Publication #70, National Electrical Code.
- NFPA Publication #77, Static Electricity.
- NFPA Publication #385, Tank Vehicles for Flammable and Combustible Liquids.
- NFPA Publication #407, Aircraft Fuel Servicing.
- NFPA Publication #410, Standard on Aircraft Maintenance.

- NFPA Publication #415, Aircraft Fueling Ramp Drainage.

D. American Petroleum Institute Publications:

- API Bulletin 1500, Storage and Handling of Aviation Fuel at Airports.
- API Bulletin 1529, Aviation Fueling Hose.
- API Bulletin 1542, Aviation Fuels Identification and Airport Equipment Marking and Color Coding 3rd Ed.
- API Bulletin 1581, Specification and Procedures for Jet Fuel Filter/Separators.
- API Bulletin 1584, Four Inch Hydrant System Components and Arrangements.
- API Bulletin 1800, Corrosion Control at Petroleum Storage/Dispensing Systems.

E. Other:

- ASTM Standard D-190, AvGas
- ASTM Standard D-1655, Jet Fuel

End of FBO Standards

SECTION III

SPECIALIZED AVIATION SERVICE OPERATORS

AIRCRAFT MAINTENANCE OPERATOR (SASO)

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) the Operator, which includes the sale of Aircraft parts and accessories.

In addition to the General Requirements set forth in previous sections, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this section. FBOs who provide Aircraft Maintenance shall comply with the minimum standards set forth in the FBO guidelines associated with Aircraft Maintenance.

Leased Premises:

An Operator engaging in this Activity shall lease a minimum of 1 acre, to include adequate Apron/Paved Tie down, facilities, and Vehicle Parking to accommodate all Activities of the Operator, and is to include the following square footages for the specific type of Aircraft accommodated and which are not cumulative:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous land	15,000 sf	22,500 sf	30,000 sf	44,000 sf
Customer Area	400 sf	400 sf	400 sf	400 sf
Administrative Area	300 sf	300 sf	300 sf	300 sf
Maintenance Area	1,000 sf	1,000 sf	1,250 sf	1,500 sf
Hangar	5,000 sf	7,500 sf	10,000 sf	15,000 sf

- All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- Facilities shall include customer, administrative, maintenance, and hangar areas.
- Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
- Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
- Hangar area shall be at least equal to the square footage required for the type of

Aircraft Maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than

Preventative Aircraft Maintenance), whichever is greater.

Licenses and Certification

An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall be properly Certified as an FAA Repair Station. All Operators' personnel shall be properly certified, if applicable, by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

Personnel

An Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity.

An Operator conducting Group I and Group II Piston Aircraft Maintenance shall employ one Airframe and Powerplant Mechanic and one customer service representative as Employees (on each shift).

An Airframe and Powerplant Mechanic and/or non-certificated mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.

An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall employ two Airframe and Powerplant Mechanics and one customer service representative as Employees (on each shift).

An Airframe and Powerplant Mechanic and/or non-certificated mechanic may fulfill the responsibilities of the customer service representative unless mechanic is performing duties off Airport.

An Operator conducting 100 hour, annual, or phase inspections shall employ an Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

Equipment

Operator shall provide sufficient Equipment, supplies, and availability of parts as required for certification as a Repair Station, as defined by 14 CFR Part 145. Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

Hours of Activity

Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five days a week, eight hours a day.

AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).

In addition to the General Requirements set forth in previous sections, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

Leased Premises

An Operator engaging in this Activity shall lease a minimum of 1 acre, and shall have adequate land, Apron, facilities, and Vehicle Parking to accommodate all Activities of the Operator and all approved Sub leases, but not less than the following square footages, which are not cumulative.

For Operators performing just bench work (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous land	11,000 sf	11,000 sf	11,000 sf	11,000 sf
Customer Area (lessee)	400 sf	400 sf	400 sf	400 sf
Customer Area (sub lessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 sf	300 sf	300 sf	300 sf
Maintenance Area	1,000 sf	1,000 sf	1,000 sf	1,000 sf

For Operators performing services beyond bench work (i.e., removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics or instruments being tested and/or repaired, are as follows:

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous land	15,000 sf	22,500 sf	30,000 sf	44,000 sf
Customer Area	400 sf	400 sf	400 sf	400 sf
Administrative Area	300 sf	300 sf	300 sf	300 sf
Maintenance Area	1,000 sf	1,000 sf	1,250 sf	1,500 sf
Hangar	5,000 sf	7,500 sf	10,000 sf	15,000 sf

- All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.
- Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.
- Administrative area shall include adequate and dedicated space for employee offices, work areas, and storage.
- Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
- Hangar area (if required) shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics or instruments, and/or removal and replacement services, whichever is greater.

Licenses and Certifications

Operator shall be properly certificated by the FAA as a Repair Station and by the Federal Communications Commission (FCC).

Personnel shall be properly certificated by the FAA and FCC, current, and hold the appropriate ratings and medical certification for the work being performed.

Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carryout Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Equipment

Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as a Repair Station, as defined by 14 CFR Part 145.

Hours of Activity

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

An Aircraft Rental Operator is a Commercial Aviation Operator engaged in the rental of Aircraft.

A Flight Training Operator is a Commercial Aviation Operator engaged in providing flight instruction.

In addition to the General Requirements set forth in previous sections, each Aircraft Rental or Flight Training Operator at the Airport should attempt to provide the following minimums as set forth in this section:

Leased Premises

An Operator engaging in this Activity shall lease a minimum of 1 acre, and shall have adequate, land, Apron/Paved Tie down facilities, and Vehicle Parking (see previous sections) to accommodate all Activities of the Operator and all approved Sub lessee(s), but not less than the following:

Contiguous Land

Unless leasing office space and tie down areas, the requirement for Lessee is one- acre upon which all required improvements including Apron, facilities, and Vehicle Parking shall be located.

Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

Apron/Paved Tiedowns

Sufficient area to accommodate all aircraft being rented or utilized for training. If Operator utilizes a hangar for the full-time storage of Operator's entire fleet at the Airport, paved tie downs are not required unless temporary Apron/Paved Tiedown storage (i.e., daytime) is required.

Customer Area (Lessee)

Shall be at least 1,000 square feet to include adequate space for customer lounge, training rooms, public use telephone, and restrooms.

Customer Area (Sub lessee)

Shall be at least 250 square feet to include adequate space for class training rooms. Operator's customers shall have access to customer lounge, public use telephone, and restrooms.

Administrative Area

Shall be at least 250 square feet to include adequate and dedicated space for employee offices, work areas, and storage.

Hangar Area(Lessee)

If required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

Hangar area (Sub lessee)

If required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.

Maintenance Area

If required, shall be at least 250 square feet to include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

Licenses and Certifications

Personnel performing Aircraft proficiency checks and/or Flight Training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or Flight Training being provided. Flight Training Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction. Certifications must be submitted to the Airport Manager for review and approval prior to conducting any operations. Updated certifications are to be submitted upon request of Airport Management.

Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or Flight Training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services. Flight Training Operators shall have available ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot, commercial pilot, and instrument rating.

Equipment

Operator shall have available for rental or use in Flight Training, either owned by or Underwritten lease to Operator and under the full and exclusive control of Operator, one properly certified and currently airworthy Aircraft equipped for and fully capable of

flight under instrument conditions.

Flight Training Operators shall provide, at a minimum, adequate mock-ups, pictures, videotapes, or other training aids necessary to provide proper and effective ground school instruction.

Hours of Activity

An Aircraft Rental Operator and a Flight Training Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity.

AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125).

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination.

In addition to the General Requirements set forth in previous sections, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section.

Leased Premises

An Operator engaging in this Activity shall lease a minimum of 1 acre, and have adequate land, Apron/Paved Tie down, facilities, and Vehicle Parking as defined in previous sections to accommodate all Activities of the Operator and all approved Sub lessee(s), but not less than the following:

Contiguous Land (Lessee only)

One-quarter acre (11,000 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

Apron/Paved Tiedowns (Lessee only)

Shall be adequate to accommodate all Aircraft having a minimum wingspan of the largest aircraft. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no Paved Tie downs will be required.

Facilities

Shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased,

and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

Customer area (Lessee)

Shall be at least 600 square feet to include adequate space for customer lounge, public use telephone, and restrooms.

Customer area (Sub lessee)

Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.

Administrative area

Shall be at least 250 square feet and shall include adequate and dedicated space for employee offices, work areas, and storage.

Hangar area (Lessee)

If required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

Hangar area (Sub lessee)

If required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.

Maintenance area

If required, shall be at least 250 square feet and shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

Licenses and Certifications

Aircraft Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, including without limitation, the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable

demands of the public seeking such services.

Equipment

Aircraft Charter Operators shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, one' certified and continuously airworthy single-engine (instrument-qualified) Aircraft.

Hours of Activity

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day. After hours, on-call response time to customer inquiries shall not exceed 60 minutes.

AIRCRAFT SALES OPERATOR (SASO)

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of three or more new and/or used Aircraft during a 12-month period. In addition to the General Requirements set forth in previous sections, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section.

Leased Premises

An Operator engaging in this Activity shall lease a minimum of 1 acre, and have adequate land, Apron/Paved Tie down, facilities, and Vehicle Parking as outlined in previous sections to accommodate all Activities of the Operator and all approved Sub lessee(s), but not less than the following:

Contiguous Land (Lessee only)

One acre upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

Apron/Paved Tiedowns (Lessee only)

Shall be adequate to accommodate all Aircraft. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport (inventory), no Paved Tie downs will be required.

Facilities

Shall include customer and administrative areas.

Maintenance and hangar areas

Required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased,

and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

Customer area (Lessee)

Shall be at least 500 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.

Customer area (Sublessee)

Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.

Administrative area

Shall be at least 250 square feet and shall include adequate and dedicated space for employee offices, work areas, and storage.

Hangar area (Lessee)

If required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

Hangar area (Sublessee)

If required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.

Maintenance area

If required, shall be at least 250 square feet and shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

Licenses and Certifications

Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a prompt and efficient manner adequate to meet the reasonable demand of the public seeking such services.

Equipment

Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

Hours of Activity

Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

A Specialized Commercial Aeronautical Operator is a Commercial Aviation Operator engaged in providing limited aircraft services and support, miscellaneous commercial services and support, or air transportation services for hire.

For Example:

Limited Aircraft Services and Support are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, propeller, etc.) or other miscellaneous Activities directly related to Aircraft services and support.

Miscellaneous Commercial Services and Support - are defined as ground schools, simulator training, charter flight coordinators, aircrew management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.

Air Transportation Services for Hire - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; banner towing; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).

In addition to the General Requirements set forth in previous sections, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

Leased Premises

Operator engaging in this Activity shall have adequate land, Apron/Paved Tie down, facilities, and Vehicle Parking as outlined in previous sections to accommodate all Activities of the Operator and all approved Sub lessee(s), but not less than the following:

Contiguous Land (Lessee only)

one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.

Apron/Paved Tie downs (Lessee only)

Shall be adequate to accommodate four Aircraft having a minimum wingspan of 40 feet. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no Paved Tie downs will be required.

Facilities

Shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the minimum standards for an Aircraft Maintenance Operator.

Customer area (Lessee)

Shall be at least 500 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.

Customer area (Sublessee)

If appropriate, customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.

Administrative area (if appropriate)

Shall be at least 250 square feet or sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include adequate and dedicated space for employee offices, work areas, and storage.

Hangar area (Lessee) (if required)

Shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

Hangar area (Sublessee) (if required)

Shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.

Maintenance area

If required, shall be at least 250 square feet and shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.

Licenses and Certifications

Operator shall have and provide to the Airport evidence of all Agency licenses and certificates that are required to conduct the Activity.

Personnel

Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

Equipment

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, equipment, and, if appropriate, one continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

Hours of Activity

Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

AIRCRAFT COMMERCIAL HANGAR OPERATOR (SASO)

An Aircraft Hangar Operator is a Commercial Aviation Operator that develops, and leases facilities for the purpose of renting (to the general public) Aircraft hangar facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

In addition to the General Requirements set forth in previous sections, each Commercial Aircraft Hangar Operator at the Airport shall comply with the following minimum standards set forth in this Section.

Scope of Activity

Operator shall use the Leased Premises for the purpose of renting hangar and associated office or shop space; engaging in Subleasing of Aircraft storage facilities and associated office and shop space (as an Aircraft Storage Operator); or use by Operator (primarily for Operator's Aircraft and/or equipment).

Leased Premises

An Operator engaging in this Activity shall lease a minimum of 1 acre, and have adequate land, Apron/Paved Tiedown, facilities, and Vehicle Parking as outlined in previous sections to accommodate all Activities of the Operator and all approved Sub lessee(s), but not less than the following:

	Group I Piston and Turboprop Aircraft Hangar Storage	Group II Piston and Turboprop Aircraft Hangar Storage	Group I Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous land	21,780 SF	32,670 SF	43,560 SF	65,340 SF
Hangar	5,000 SF	7,500 SF	10,000 sf	15,000 sf

All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land. The development of hangar(s) shall be limited to the following types of hangar structures:

Individual Hangars a single structure of not less than 2,500 square feet, completely enclosed.

T-Hangars a single structure of not less than 5,000 square feet, subdivided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of Aircraft.

Hours of Activity

Operator shall have facilities available for Sub lessees' Aircraft removal and storage seven days a week (including holidays) 24 hours a day.

SECTION IV

NON-COMMERCIAL OPERATIONS

Certain non-commercial operations, if established at the Airport, shall comply with the Minimum Standards described in this section.

FLYING CLUBS

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including piloting, navigation and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is included in the Rules and Regulations and these Minimum Standards and requirements of the Airport.

All flying clubs desiring to base their aircraft and operate on the Airport must comply

with the applicable provisions of these Minimum Standards and Requirements.

A. The club shall be a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with one or more aircraft, for their personal use and enjoyment only. The ownership of any aircraft must be vested in the name of the flying club (or owned equally by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance and replacement of its aircraft.

B. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instruction, except when instruction is given by an Operator based on the Airport and who provides flight training. Any properly licensed mechanic who is a registered member of the flying club, and part owner of the aircraft owned and operated by a flying club shall not be prevented from performing maintenance work on aircraft owned by the club only if the club does not become obligated to pay for such maintenance work except that such mechanics and flight instructors may be compensated only by credit against payment of dues or flight time.

C. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said flying club may sell or exchange its capital equipment.

D. The flying club, along with its permit request, shall furnish the County a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the County or its authorized agent.

E. A flying club at the Airport shall abide by and comply with all Federal, State and County laws.

F. The operations of a flying club at the Airport which violates any of the foregoing, or permits one or more members to do so, may be terminated by the County.

CORPORATE AIRCRAFT OWNERS

Any Corporation (hereinafter referred to as the “Corporation”) desiring to base their aircraft, either owned or leased, and operate on the Airport must comply with the applicable provisions of these Minimum Standards.

- A. In order to operate on this Airport, Corporations owning aircraft in this category must have a valid lease agreement with the County or FBO.
- B. Corporations may perform maintenance on aircraft owned by it without restriction of any kind. No maintenance of aircraft owned by others may be performed at any time.
- C. No commercial activity of any type by the Corporation is permitted on the premises without the express written permission of the County.

PERSONAL AIRCRAFT OWNERS

Any individual (hereinafter referred to as the “Owners”) desiring to base their aircraft, either owned or leased, and operate on the Airport must comply with the applicable provisions of these Minimum Standards. However, they shall be exempt from the regular Fixed Base or Specialized Aviation Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- A. In order to operate on this Airport, owner of aircraft in this category must have a valid lease agreement with the County, a sub-lease with an existing airport tenant, or a propriety lease with a hangar operator.
- B. Owners may perform maintenance on aircraft owned by it.
- C. No maintenance of aircraft owned by others may be performed at any time.
- D. No commercial activity of any type is permitted on the premises without the express written permission of the County.
- E. Tenants of Hangar space (T-Hangar units or Conventional Hangars) are required to maintain leased areas and perform the necessary housekeeping in order to provide a neat appearance.
- F. Tenants must utilize leased space only for the storage of aircraft. Other uses, such as vehicle storage, are not permitted.

NON-COMMERCIAL HANGAR OPERATOR

A Non-Commercial Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used for Non-Commercial purposes only. In addition to the General Requirements set forth in previous sections, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section.

Scope of Activity

Each Operator shall use the Leased Premises for Aircraft owned or leased by (and under the full and exclusive control of) Operator for Non-Commercial purposes. No Commercial Activity of any kind shall be permitted on or from the Leased Premises. Operator shall not be permitted to Sub-lease any land or Improvements on the Leased Premises for any purpose.

Leased Premises

An Operator engaging in this Activity shall lease a minimum of 1 acre, and have adequate land, Apron/Paved Tiedown, facilities, and Vehicle Parking as outlined in previous sections to accommodate all Activities of the Operator. The following are the minimum square footages for individual non-commercial hangars.

	Group I Piston and Turboprop Aircraft Hangar Storage	Group II Piston and Turboprop Aircraft Hangar Storage	Group I Turbojet Aircraft Hangar Storage	Group II turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous Land	6,000 SF	12,000 SF	18,000 SF	24,000 SF	36,000 SF
Hangar	2,500 SF	5,000 SF	7,500 SF	10,000 SF	15,000 SF

All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:

Individual Hangar: a single structure of not less than 2,500 square feet, completely enclosed.

T-Hangars: a single structure of not less than 5,000 square feet, sub-divided and configured (although each unit shall not be less than 1,250 square feet) to accommodate individual bays for the storage of Private Aircraft.

ULTRA-LIGHT VEHICLES

INTRODUCTION:

In a spirit of fostering safety and cooperation between ULTRA-LIGHT vehicles and both fixed and rotary wing aircraft utilizing Francis S. Gabreski Airport, Airport Management has prescribed rules and regulations to govern the operation of ultra-light vehicles at Francis S. Gabreski Airport.

PURPOSE:

The purpose of these rules and regulations are to regulate and promote safety in the operation of ULTRA-LIGHT vehicles and also reduce the potential for danger to the lives of persons and property on and in the vicinity of the Airport. Another purpose of these rules and regulations is to encourage all those utilizing the Airport's facilities to strive for a healthy, cooperative relationship and rededicate themselves to the highest level of safe and enjoyable flying.

APPLICABILITY:

Those ULTRA-LIGHT vehicles that operate from the airport and meet the definition of FAR Part 103, and Experimental Vehicles subject to FAR Part 91, will be subject to these regulations. ALL ULTRA-LIGHT vehicles operating at Francis S. Gabreski Airport should be equipped with properly functioning two-way VHF radio for communication with the Air Traffic Control Tower. ULTRA-LIGHT vehicles/operators departing from and approaching the airport must contact the Air Traffic Control Tower prior to entering Class D airspace.

REGISTRATION:

1. Prior to operating an ULTRA-LIGHT vehicle at the Airport, the operator shall contact the Airport Manager. Pilots of ULTRA-LIGHT vehicles shall notify the Air Traffic Control Tower by radio or telephone in advance of operating an ULTRA-LIGHT vehicle at the Airport.
2. ULTRA-LIGHT operators shall, at the request of the Airport Manager, present registration certificates or vehicles for inspection.
3. No air tours, familiarization flights, demonstration flights, flight instruction, or flight operations other than so authorized by special use permit issued by Francis S. Gabreski Airport Management, will be conducted from the Francis S. Gabreski Airport.

FLIGHT OPERATIONS:

1. All flight operations shall be in accordance with FAR Parts 103 and 91.
2. Traffic pattern operations shall conform to requirements contained in the Airport Facility Directory or as directed by the Air Traffic Control Tower.

GROUND OPERATIONS:

1. All ULTRA-LIGHTS should have operational brakes on each main wheel.
2. While taxiing, speed will not exceed 10 mph or commensurate with existing conditions.
3. Parking on taxiways is not be permitted at any time, for any reason.
4. Assembly of ULTRA-LIGHT vehicles will be in an area designated by the Airport Manager or his representative.
5. The fee for overnight parking will be the same charge as conventional aircraft. The policy of overnight parking is to assure a fee is paid in a fair and equitable manner.

TRAFFIC PATTERN:

1. ULTRA-LIGHT operations will be conducted in the same pattern as conventional aircraft, unless otherwise directed by the Airport Manager or the Control Tower.
2. Wind direction will determine the runway in use.
3. The traffic patterns are to be flown as published in the Airport Facility Directory or as directed by the Air Traffic Control Tower.
4. No ULTRA-LIGHT will operate within 5 miles of the airport except for landing or departing.

NOISE:

All ULTRA-LIGHT operators must be aware of the effects of noise generated by their vehicles on the surrounding neighborhoods. Continued operation will constitute a muffler or noise reduction propeller be installed to reduce noise. ULTRA-LIGHTS should remain well clear of all buildings.

SAFETY:

1. Safety is the most important aspect of all operations at the Airport. The Airport Manager shall receive and investigate all reports of unsafe or potentially unsafe practices by operators of ULTRA-LIGHT vehicles and conventional aircraft. The Airport Manager will report all unsafe or potentially unsafe practices to the operator of the ULTRA-LIGHT vehicle and/or to the FAA, at the Airport Manager's discretion.
2. The Airport Manager will report, to the FAA, all ULTRA-LIGHT vehicle accidents occurring at the Airport.
3. Operator of ULTRA-LIGHT vehicles shall immediately report to the Airport Manager, and the FAA, any accidents, or incidents, involving the ULTRALIGHT vehicle. Reportable accidents include those involving serious injuries, fatalities, or substantial damage in occurrence with NTSB Part 830.
4. Orderliness and discipline within the operation area of the airport, both ground and air, are the responsibilities of the ULTRA-LIGHT operators.
5. Towing of a hang glider is restricted to special events and a special use permit by Airport Management at Francis S. Gabreski Airport.

COMMERCIAL SKYDIVING (SASO)

STATEMENT OF CONCEPT

A Skydiving SASO engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.

MINIMUM STANDARDS

1. The SASO shall have available for skydiving, either owned or under written lease to the SASO, at least one properly certificated aircraft.
2. The SASO operations shall meet or exceed the Basic Safety Requirements (BSR) of the United States Parachute Association (USPA), related FAA Advisory Circulars, and all requirements of FAR Part 105. The jump plane pilot must hold a FAA commercial pilot certificate appropriately rated for the aircraft being operated.
3. The skydiving SASO shall carry the minimum insurance coverage and limits as required by the County.
4. Landing of the jumper or jumpers cannot be on the Airport property unless authorized by the Airport Manager, and coordinated with the Air Traffic Control Tower.