

MINIMUM STANDARDS
FOR
OPERATION AT LONG ISLAND AIRPORT

The following standards are established by the Town of Islip as the minimum requirements which must be complied with by any fixed base operator desiring to establish a fixed base operation at Long Island Airport.

A fixed base operator as used herein is defined as a person, firm or corporation engaging in Primary commercial support services as hereinafter set forth.

Primary commercial support services shall consist of those services rendered directly to general aviation aircraft; which are identified as all aircraft using the Airport except the aircraft of certificated air carriers who are Tenants of the Airport. Such services must include but be not necessarily limited to flight line servicing including the sale of into plane delivery of aviation petroleum products; routine and special maintenance service to aircraft and aircraft accessories; and ramp assistance to aircraft including aircraft parking, storage and tie-down services. Said services will specifically include:

1. The loading, and unloading, which shall include but not be limited to, parking, protective storage and tie-down service, of all aircraft desiring to utilize the facilities of Long Island Airport in any lawful activity as incidental to the conduct of any service or operation outlined in this paragraph.
2. The maintenance, storing (which shall be provided through multiple storage, Tee Hangar storage or tie-down facilities) and servicing of aircraft, which shall include overhauling, rebuilding, repairing, inspection and licensing of engines, air frame, aircraft accessories and electronic accessories, and the purchase and sale of parts, equipment and accessories therefore.
3. The sale of aircraft fuels, lubricants and propellants at said Airport as may from time to time be designated by the Town of Islip. The sale of said fuels, lubricants and propellants shall include the right to use vehicles necessary for the servicing of aircraft in the sale of said fuels, lubricants and propellants.
4. Transportation service for passengers and crew of general aviation aircraft who request such service to and from the Fixed Base Operator's leased facility area and other locations within the Airport boundaries.

In addition to the foregoing the Fixed Base Operator may provide Secondary Commercial Support Services; but will only be obligated to do so if they are not provided by another lessee or sub-lessee of the Town of Islip at Long Island Airport. The Secondary Commercial Support Services shall consist of those services generally offered at an airport which are not classified as being in direct support of aircraft using the Airport. Such services shall include but be not limited to charter or rental of aircraft with or without pilot; non-scheduled air taxi service; an FAA approved flight school; and brokerage of new and used aircraft. Said services will specifically include:

1. The operation of a business of buying and selling new and used aircraft and parts and accessories, therefore. However, in selling new and used aircraft the Fixed Base Operator shall only be permitted to conduct transitional training when such training is integral to the aircraft rental or sale. The Fixed Base Operator shall not be permitted to conduct primary flight training, except as hereinafter provided, of any nature and shall not be permitted to conduct general flight or ground school training when such training is not integral to the sale of an aircraft. The quantity of aircraft for sale or rental physically located upon the Airport shall be subject at all times to reasonable restrictions and limitation established by the Town of Islip. Except as specifically authorized by the Town of Islip from time to time, the Fixed Base Operator shall not be permitted to store non-airworthy aircraft upon the Airport for any purpose whatsoever.

2. The operation of an F.A.A. approved flight school so as to provide instruction from primary flight training through and including qualifying for an A.T.P. To provide pilots for operating planes for others and to carry passengers and freight for hire, on a non-scheduled basis, which shall include sightseeing privileges, subject to all appropriate laws and regulations of the Federal Government, the State of New York, the requirements of the F.A.A., or any other duly authorized governmental agency.

3. The following concessions and the establishment thereof shall be specifically excluded from the lease of any Fixed Base Operator:

1. Ground transportation for hire.
2. Western Union.

3. Auto rental service.
4. Food sales, including the dispensing of confections and refreshments through coin operated vending machines.
5. News and sundry sales.
6. Barber, Valet and personal sales.
7. Wholesale or retail sale of non-aviation products.
8. Automobile gasoline station.
9. Automotive maintenance and repair service for vehicular equipment of the general public or other tenants of the Airport.

A Fixed Base Operator wishing to engage in a business on Long Island Airport, which must include all of the services classified as primary and may include secondary commercial support services hereinafter described, will also be required to meet the following detailed requirements:

CONSTRUCTION, ERECTION AND MAINTENANCE.

1. The location, construction, erection, maintenance and removal of improvements (including hangars, shops or related office space), in any lawful manner upon or in the demised premises, for the purpose of carrying out any of the activities provided for herein.

PREMISES.

1. Lease a minimum of five acres of Airport property in the area designated by the Town of Islip.

CONSTRUCTION:

1. On the property leased the Fixed Base Operator must construct a hangar with the minimum floor area of 11,000 square feet. The door height shall not be less than eighteen feet.
2. The hangar in addition to the minimum floor area required, must contain a minimum of 2500 square feet of shop space plus an additional 2500 square feet of office space, fifty percent of which may be used for lavatories and utilities.

3. The ramp adjacent to the hangar must be at least equal in size to the area of the hangar floor and shop and office space combined (16,000 square feet).
4. In addition to the foregoing the Fixed Base Operator must erect a minimum of twenty tee hangars, the size of which shall meet the requirements of the largest percentage of single engine and light twin engine aircraft based on Long Island Airport.
5. Hard surfaced tie-down facilities must at all times be provided for a number of aircraft at least equal to the number, type and size of aircraft for which hangar space is made available. At any time, during the term of the lease, that the Fixed Base Operator desires to increase the number of tee hangars, or other hangar storage space for aircraft, he will be required to construct tie-down spaces sufficient to accommodate an equal number of aircraft, so that at all times the tie-down spaces can accommodate at least as many aircraft of the same type and sizes as the hangar facilities.
6. A hard surfaced automobile parking area, adjacent to the main hangar building, of at least 5000 square feet will be required.
7. All drainage for the area leased must be self-contained.
8. All construction must meet the standards of the building safety and health codes established by appropriate governmental agencies.
9. All utilities brought into the property must be provided through underground facilities.
10. The main hangar building including the shop and office space must be sprinklered for fire protection. The water for the sprinkler system will be provided from the Airport fire protective water system for which there will be an appropriate charge hereinafter defined.
11. All of the proposed construction and improvements will be subject to the approval of the Town Board of the Town of Islip.

GENERAL:

Insurance.

1. The Fixed Base Operator shall at its sole cost and expense, cause all improvements on the demised premises to be kept insured to the full insurance value, thereof against the perils of fire, extended coverage, and vandalism and in amounts customary against the perils of explosion from boilers and pressure vessels, sprinkler leakage and like perils. The proceeds of any such insurance paid on account of any of the perils aforesaid, shall be used to defray the cost of repairing, restoring or reconstructing said improvements.
2. The Fixed Base Operator shall assume all risks incident to, or in connection with, its business to be conducted and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at the Airport, and shall indemnify, defend and save harmless the Town of Islip, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operation, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of the Fixed Base Operator, or any of its agents or employees. The Fixed Base Operator shall promptly, after the execution of the lease, at its sole cost and expense, provide public liability insurance for personal injuries/death growing out of any one accident or other cause in a minimum amount of \$250,000.00 for any one person and \$500,000.00 for two or more persons; and in addition shall provide property damage liability insurance in a minimum amount of \$500,000.00 for property damage growing out of any one accident or other cause.
3. The Fixed Base Operator will be required to provide Property Damage Liability commonly known as Hangarkeeper's Liability Insurance which shall apply with respect to damages, because of injury to or destruction of aircraft or aircraft parts, including the loss of use of the aircraft, which are the property of others and are in the custody of the Fixed Base Operator for storage, repair or safekeeping in or on Long Island Airport. The minimum liability required for the destruction of or loss of use of any one aircraft is established as the fair market value of the most expensive aircraft in the care and custody of the Fixed Base Operator. The limit of minimum liability for any one accident is established as the total value of all aircraft in the care and custody of the Fixed Base Operator. At all times during the term of the lease the limit of liability must be such that in the event of a loss the Fixed Base Operator will be completely insured with respect to any one accident.

4. Prior to the commencement of any construction the Fixed Base Operator will provide and deliver to the Town of Islip a Performance Bond in the sum of 175,000. dollars, or in the amount of the budget estimate for all construction costs, whichever is greater, which shall be conditioned upon the full and faithful performance by the Fixed Base Operator of all duties, responsibilities and obligations to design and construct the hangar and associated facilities herein required.
5. Prior to the commencement of operations by the Fixed Base Operator, they will be required to deliver to the town of Islip a surety bond in the amount of 25,000 dollars, which shall be conditioned on the faithful performance of all terms, conditions and covenants of the lease running between the Town of Islip and the Fixed Base Operator. The said bond shall be renewable annually, and shall be kept in full force and effect for the complete term of the lease.
6. The Fixed Base Operator shall maintain all insurance and bonds with insurance underwriters authorized to do business in the State of New York satisfactory to the Town of Islip. All policies shall name the Town of Islip, its officers, servants, agents and employees at Long Island Airport as additional insured. The Fixed Base Operator shall furnish the Town of Islip with a duplicate policy from the insurance carrier showing such insurance/bonds to be in full force and effect during the entire term of the contract. All policies shall contain a provision that written notice of cancellation or any material change in the policy by the insurer will be delivered to the Town of Islip thirty days in advance of the effective date of such cancellation or change.

SALE OF AIRCRAFT FUELS:

1. The Fixed Base Operator will furnish personnel and equipment to provide the aircraft fueling services a minimum of fourteen hours per day between the hours of 0630 and 2100 daily including Saturdays and Sundays.
2. Underground storage facilities for 35,000 gallons of aircraft fuels must be provided by the Fixed Base Operator in a fuel storage area to be designated by the Town of Islip. The charges for the use of Airport property for the said underground storage facilities are hereinafter defined.
3. The following grades of fuel, or such other grades as may be required by a lessee or sub-lessee of the Town of Islip must be provided:

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| 80 Octane | 115/145 Octane |
| 87 Octane | Turbo fuel |
| 100 Octane | |
| 130 Octane | |

4. The vendor may provide pumps dispensing the grades of fuel indicated in number 3 above, at a central location; but he will also be required to have sufficient New York State inspected mobile vehicles two way VHF radio equipped, available at all times so as to be able to dispense the same grades of fuel at any place on the Airport as may be required to meet the needs of other lessees or the general public using the Airport.

5. The Town of Islip reserves the right in its sole discretion to grant fueling concession rights and privileges on the Airport to other vendors, which may be identical in part or in whole to those already granted. However, any new vendor will be required to comply with the minimum standards adopted by the Town Board of the Town of Islip on January 5, 1965. The Town of Islip will not grant additional vendors the right or privilege of operating under any better rates, terms, or conditions than those already granted.

6. Product Quality Control and Safety:
 - (a) Must identify delivery of fuel as to proper grade.
 1. Be sure all compartments and valves are sealed. Record seal numbers.
 2. Color and military spec.
 3. Check truck tank sump for contamination, by use of Industry-accepted methods.
 - (b) Check storage tanks for water and contamination. Neither will exceed industry accepted standards.
 - (c) All turbine fuels must be filtered before entering storage tanks.
 - (d) Daily checks for water and contamination must be made, by use of industry accepted methods.
 - (e) Fuel may only be removed through an industry approved filtration system.
 - (f) Filters must be of multiple cartridge type provided with visual filter container contamination equipment. The filters must also be equipped with differential pressure measuring equipment.

- (g) All equipment mobile and otherwise must be color coded and placarded and identifiable in accordance with industry accepted standards.
- (h) For turbine fuels under tank loading will be required.
- (i) At the beginning of each day, unless the trucks are refilled during the working day from under-ground storage, a visual sump check of both the tank and filter will be made to determine contamination.
- (j) For turbine fuel, in addition, a mechanical or chemical check will also be made.
- (k) In addition to the above preventative measures the vendor will also be required to make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and will replace same as required.
- (l) At all places in the foregoing where inspections are required the vendor will be responsible for keeping duplicate written records in an acceptable form and at the end of each month will provide the Airport Manager with the duplicate copy.
- (m) The vendor will be required to provide safety facilities to meet the requirements established by the owner.

AIRCRAFT MAINTENANCE:

1. Aircraft maintenance as used herein includes but is not limited to the ability of the Fixed Base Operator to overhaul, rebuild, repair, inspect and license, aircraft engines, aircraft air frames, aircraft accessories, aircraft electronic accessories and the purchase and sale of parts, equipment and accessories.
2. The Fixed Base Operator will furnish personnel and equipment to provide aircraft maintenance services a minimum of twelve hours per day between the hours of 0800 and 2000 six days each week including holidays.

3. The personnel required must include at least one person certified by the F.A.A. as an A & P and an A. I.
4. The facility established by the Fixed Base Operator must meet the minimum requirements of the F.A.A. for a Class One and Three repair station. In addition to meeting the minimum requirements the Fixed Base Operator must also be able to obtain from the F.A.A. a license to operate a Class One and Three repair station.
5. The minimum value of repair equipment, needed by the Fixed Base Operator, in order to maintain aircraft as defined herein is established at \$5000.00.
6. The minimum value of inventory in aircraft parts, equipment and accessories required to perform aircraft maintenance as herein defined is established at \$7500.00.
7. The Fixed Base Operator will be required to provide mobile equipment so as to assist an aircraft operator at any location on the Airport. Included in this equipment as a minimum will be:
 1. Towing Equipment
 2. Auxiliary power equipment
 3. Air bottles

FLIGHT SCHOOL:

1. In addition to obtaining F.A.A. approval to operate a flight school on Long Island Airport, the Fixed Base Operator will also be required to meet the following minimum standards:
 - (a) Must own a minimum of four single engine aircraft comparable to the Cessna 150. One of these aircraft must be of a significantly different performance, flight characteristics, operating requirements and must have a demonstrated cruising speed of not less than 120 mph.
 - (b) The single engine aircraft owned by the flight school must never be in excess of three years old.
 - (c) The chief flight instructor must meet the requirements of the Federal Aviation Agency's Civil Aeronautics Manual 50, pertaining to chief flight instructors.

2. At least one (1) five place twin engine aircraft will be required to meet the requirements for providing air taxi and charter services as hereinbefore set forth.
3. The maintenance of all flight school, air taxi and charter aircraft must be accomplished in a hangar.

AIRPORT USAGE FEE:

In addition to the rentals hereinbefore specified, the Fixed Base Operator will be required to pay an Airport Usage Fee, which will be two (2) percent of the Gross Receipts (hereinafter defined) received by the Fixed Base Operator from all commercial operations conducted on, in or from the leased premises.

SALE OF AVIATION FUEL:

The Fixed Base Operator will pay to the Town of Islip a fixed fee of two and one half cents (2 ½¢) per gallon for each gallon of retail aviation fuel sold up to 1,000,000 gallons in each calendar year and three cents (3¢) per gallon for each gallon sold in excess of 1,000,000 gallons sold in each calendar year. No fee shall be charged to the Fixed Base Operator either directly or indirectly on the sale of aviation fuel to any certificated air carrier who has contracted or who shall contract with the Town of Islip to provide passenger and/or cargo service on a scheduled or non-scheduled basis to or from Long Island Airport.

SALE OF NEW AND USED AIRCRAFT:

The Fixed Base Operator will pay the Town of Islip one half of one percent of the gross receipts from the sale of new and used aircraft.

GROSS RECEIPTS:

1. The term “Gross Receipts” shall consist of all revenue received or realized by or accruing to the Fixed Base Operator from all sales, for cash or credit, of services, products or other merchandise made pursuant to the privileges authorized by this agreement, excluding the following:
 - (a) Revenue derived from the sale of aviation fuel upon which the Fixed Base Operator pays a per gallon fee to the Town of Islip.

- (b) Revenue derived from the sale of new or used aircraft upon which the Fixed Base Operator pays a separate percentage fee to the Town of Islip.
2. All revenue shall be deemed to be received at the time of the determination of the amount due the Fixed Base Operator for each transaction, whether for cash or credit, and not at the time of billing or payment.
3. Any taxes imposed by law which are separately stated and paid for by the customer, and which are directly payable to the taxing authority by the fixed Base Operator, shall be excluded from the receipts of the Fixed Base Operator for the computation of the percentage assessment.

TERM OF LEASE:

1. The lease term that will be granted to a Fixed Base Operator meeting all of the standards hereinbefore set forth will be for a period of twenty five years.

In the event a person, firm or corporation desires to establish a business on Long Island Airport which includes only a part of the phases of primary and/or secondary commercial support services, excluding Sale of Aviation Fuel, as hereinbefore defined, such person, firm or corporation will be required to meet the following minimum standards:

1. Obtain a permit from the Town of Islip authorizing the conduction of the business.
2. The permit will be issued, providing the prospective tenant fulfills the following requirements:
 - (a) For a flight school –
 1. Construct a hangar having a minimum floor area exclusive of shop, office and classroom space, of 5600 square feet.
 2. The shop, office and classroom space will be contained in a lean-to attached to the aforementioned hangar and must provide a minimum of 1600 square feet.

3. Construct a hard surfaced apron adjacent to the hangar at least equal in size to the hangar floor and lean-to combined (7200 square feet).
4. Provide a minimum of 2000 square feet of hard surfaced automobile parking facilities.
5. Lease a minimum of one and one half (1½) acres of Airport property in an area designated by the Town of Islip.
6. Must comply with the conditions established for a Fixed Base Operator flight school hereinbefore defined.
7. Must provide insurance and bonds as required for a Fixed Base Operator except that the amount of the Performance Bond will be 60,000 dollars and the amount of the Surety Bond will be 3,000 dollars.

(b) For an aircraft maintenance facility –

1. Construct a hangar having a minimum floor area exclusive of shop and office space of 5600 square feet.
2. The shop and office space will be contained in a lean-to attached to the aforementioned hangar and must provide a minimum of 1600 square feet.
3. Construct a hard surfaced apron adjacent to the hangar at least equal in size to the hangar floor and lean-to combined (7200 square feet).
4. Provide a minimum of 2000 square feet of hard surfaced automobile parking facilities.
5. Lease a minimum of one and one half (1½) acres of Airport property in an area designated by the Town of Islip.
6. Must comply with the conditions established for a Fixed Base Operator aircraft maintenance facility hereinbefore defined.

7. Must provide insurance and bonds as required for a Fixed Base Operator except that the amount of the performance Bond will be 60,000 dollars and the amount of the Surety Bond will be 3,000 dollars.

3. OTHER AERONAUTICAL BUSINESSES:

Other aeronautical businesses will be issued a permit upon meeting reasonable standards to be determined on a case by case basis.

4. RENTAL:

The ground rental will be determined in the same manner as the ground rental and readjustment of ground rental for a Fixed Base Operator as hereinbefore defined.

5. ANNUAL ASSESSMENT FEE:

The Annual Assessment Fee will be determined in the same manner as for a Fixed Base Operator.

6. AIRPORT USEAGE FEE:

The Airport Usage Fee will be determined in the same manner as for a Fixed Base Operator.

7. TERM OF LEASE:

The term of lease that will be granted to a person, firm or corporation meeting the standards herein set forth will be for a period of fifteen years.

In the event a person, firm or corporation desires to conduct one of the businesses (a) and/or (b) above in premises already constructed on the Airport he may do so through a lease with the Town of Islip or through a sublease with another tenant of the Town of Islip. Provided however, the sublease will be subject to the approval of the Town of Islip. In either case, a permit from the Town of Islip will be required. However, he will be required to lease or sublease space at least equal to that set forth in (a) and/or (b) above.

The rental for such premises will be subject to negotiation between the parties; but in no event will it be unfair, unreasonable or discriminatory.

In addition to the rental for the premises the payment of the annual assessment fee and airport usage fee will also be required. The Annual Assessment Fee and Airport Usage Fee will be determined as hereinbefore set forth.

The Town of Islip reserves the right to modify these standards from time to time as may be required for the benefit of the general public and for proper and efficient operation of the Airport.

All applications of a person, firm or corporation desiring to establish a business at Long Island Airport, will be subject to the investigation of their aviation experience, financial ability, credit rating and other conditions usually used in good business practice to determine a person's ability to perform and fulfill the requirements of a contract of lease.

