

**APPROVED 09/27/2001**

**MINIMUM STANDARDS FOR  
COMMERCIAL AERONAUTICAL SERVICES  
ON  
GENESEE COUNTY AIRPORTS**

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**TABLE OF CONTENTS**

SECTION 1 - GENERAL PROVISIONS	Page
A. Purpose	1
B. Definitions	1
C. Authorization to Operate at the Airport	4
D. Business Name	4
E. Application Procedure	5
F. Action on Application	5
G. Lease or Contract	7
H. Airport Lease Non-Transferable	7
I. Rates	7
SECTION II - MINIMUM STANDARDS FOR FIXED BASED OPERATORS (FBO) OR LIMITED FIXED BASED OPERATORS (LFBO)	
A. Standards Required for All Operators	8
B. FBOs and LFBOs Defined	8
C. Aviation Fuel Sales	9
D. Aircraft Maintenance and Repair	10
E. Aircraft Charter	11
F. Aircraft Rental	11
G. Flight Training	12
H. Aircraft Sales	13
I. Aircraft Outside Storage	13

J. Aircraft Inside Storage, T-Hangar 13

K. Avionics Shop 14

L. Specialized Commercial Aeronautical Services 14

M. Aeronautical Activities Conducted in the Terminal 15

**SECTION III - MISCELLANEOUS**

A. Effect on Existing Leases 16

B. Waiver of Minimum Standards 16

C. Severability 16

D. Effective Date 16

**EXHIBIT A**

General Provisions - Lease/Agreement Minimums 17

**SECTION 1  
GENERAL PROVISIONS**

**A. PURPOSE**

The minimum standards contained in this document (the Minimum Standards) are intended to provide the minimum threshold requirements for any Person wishing to provide aeronautical services to the public on the Airport. These Minimum Standards are designed to assure the flying public of a certain level of service on the Genesee County Airport (hereinafter referred to as the Airport) as well as protecting the existing FBOs or LFBOS from unqualified persons offering aeronautical services to the public on the Airport. The Minimum Standards are intended to be reasonable and non-discriminatory. They shall be observed and abided by.

**B. DEFINITIONS**

1. Airport - Shall mean the entire real property owned, leased, or under the control of Genesee County.
2. Aircraft Landing Area - Shall be all runways, taxiways and safety areas adjacent thereto as defined and identified pursuant to FAA regulations.
3. Aeronautical Activities - 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 include, but are not limited to: air taxi and charter operations, pilot training, aircraft rental, aircraft hanger leasing, sight-seeing, aerial photography and surveying, crop dusting, aerial advertising, air carrier operations, aircraft sales and services, sales of aviation petroleum products, repair and maintenance of aircraft, sales of aircraft parts and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering and auto parking lots.
4. Aeronautical Service - Any service which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport by a person who has a lease or permit from the airport owner to provide such service.
5. Air Operations Area (AOA) - Shall be all areas of the Airport exclusively reserved for the operation, placement, movement and storage of aircraft and all adjacent areas as defined by the FAA or the Airport Manager.

**APPROVED 09/27/2001**

6. Airport Control Zone - Shall be all air space above and adjacent to the surface areas of the Genesee County Airport as defined and identified pursuant to FAA regulations.
7. Airport Administrator - is the Department Head in charge of the Highway Department and the Genesee County Airport.
8. Airport Manager - Shall mean the duly-appointed Manager of the Genesee County Airport.
9. Airport Advisory Committee - Is an advisory commission comprised of at least six and no more than eleven members who serve without compensation. Their function is to advise the County Manager, the Airport Administrator, the Airport Manager and the Genesee County Legislature on airport-related matters.
10. ALP - Shall mean the current Airport Layout Plan for the Genesee County Airport which has been approved by the FAA.
11. County - Shall mean Genesee County Legislature.
12. FAA - Shall mean the Federal Aviation Administration and its successors.
13. FAR - Shall mean the Federal Aviation Regulations as published and amended from time to time.
14. Fixed-Base Operator or FBO - Shall mean any person or entity who provides the aeronautical service to the public at the Airport as described in Section II B of the Minimum Standards.
15. Fixed-Base Operator Lease / Limited Fixed Base Operator (LFBO) - Shall mean any (a) lease agreement between the County and the FBO / LFBO leasing property at the Airport, or (b) sub-lease agreement approved by the County between any FBO / LFBO and any Person sub-leasing property at the Airport, in either case, for the purpose of providing Aeronautical Services at the Airport.
16. FSDO means Flight Standards District Office.
17. IFR means Instrument Flight Rules which govern the procedures for conducting instrument flight.
18. Limited Fixed Base Operator or LFBO means any person or entity who provides only one of the aeronautical services as described in Minimum Standards to the public at the Airport.

**APPROVED 09/27/2001**

19. Landside - Shall mean all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport.
20. "MSL" means an altitude expressed in feet measured from Mean Sea Level.
21. Minimum Standards - Shall mean the standards which are established by the County, amended from time to time, as the minimum requirements to be met by an FBO / LFBO or proposed FBO / LFBO as a condition for the right to provide aeronautical services to the public at the Airport.
22. NFPA means National Fire Protection Association.
23. Normal Business Hours - Shall mean 8:00 a.m. to 5:00 p.m., Monday through Friday, unless modified by the Airport Manager in writing.
24. NOTAM means a Notice to Airmen published by the FAA. (A method of notifying the flying public of conditions at the Airport that may affect flight.)
25. NTSB means the National Transportation Safety Board and its successors.
26. Person - Shall mean individual, firm, partnership, corporation, company, association or other entity.
27. Special Event - Shall mean an Aeronautical Activity which does not comply with the Rules and Regulations or which, although it may comply with the Rules and Regulations, may require an accommodation by other users of the Airport. Special Event includes, but is not limited to, fly-ins, skydiving exhibitions, balloon operations or similar events or activities.
28. Unicom means a non-governmental communication facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.
29. VFR means Visual Flight Rules which govern procedures for conducting flight under visual conditions as described in FAR Part 91, General Operating and Flight Rules.
30. Vocabulary - Word meanings as used in this publication:
  - a. Shall - means a procedure or action is mandatory.
  - b. Should - means a procedure or action is recommended.

- c. May or Need Not - means a procedure or action is optional.
- d. Will - means futurity, not a requirement for application of a procedure or action.

**C. AUTHORIZATION TO OPERATE AT THE AIRPORT**

An FBO or LFBO must meet the following prerequisites to operate at the Airport:

1. Obtain the consent of the County through the application process set forth in these Minimum Standards.
2. Obtain and comply with all requirements for appropriate licenses from any governmental authority to operate an FBO or LFBO at the Airport.
3. Enter into a written agreement with the County. The FBO or LFBO further understands that in the conduct of all of its operations at the Airport, public safety and public interest are paramount.
4. Deliver to the County a Certificate of Insurance in a form acceptable to the County. Standards for County insurance requirements, see Section 12, of the Airport Rules & Regulations.

**D. BUSINESS NAME**

No person or entity shall provide an aeronautical service to the public on the Airport under a business name identical to or substantially similar to the business name of any other FBO or LFBO on the Airport.

**E. APPLICATION PROCEDURES**

Any applicant wishing to establish an FBO or LFBO on the Airport shall be furnished a copy of the Minimum Standards, as amended, and shall make application in writing to the County setting forth in detail the following:

1. The name and address of the applicant.
2. The proposed land use, facility and/or activity sought.
3. The names and the qualifications of the personnel to be involved in conducting such activity.

**APPROVED 09/27/2001**

4. The financial responsibility of the applicant and operator to carry out the activity sought through financial statements to the satisfaction of the County.
5. The technical ability of the applicant and operator to carry out the activity sought by identifying the personnel to provide the services and their qualifications and FAA certificates held.
6. Show evidence that it can meet or exceed the stated Minimum Standards for the aeronautical service to be provided to the public at the Airport.
7. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity.
8. The requested or proposed date for commencement of the activity and the term of conducting the same.
9. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.

**F. ACTION ON APPLICATION**

All applications will be reviewed and acted upon by the County within 90 days from the receipt of a complete application. Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and requirements established by these Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the County.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, airport development or construction does not comply with the approved Airport Layout Plan.
6. The development or use of the area requested will result in a congestion of



**APPROVED 09/27/2001**

aircraft or buildings, or will result in unduly interfering with the operations of any present FBO or LFBO on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing FBO or LFBO area, or will result in depriving, without the proper economic study, an existing FBO or LFBO of portions of its leased area in which it is operating.

7. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or supporting documents, or has failed to make full disclosure on the application.
8. Any party applying, or having an interest in the business, has a record of violating the Airport Rules, or the rules and regulations of any other airport, Civil Air Regulations, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport.
9. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other airport.
10. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the County to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO or LFBO lease.
11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
12. The applicant has committed any crime, or violated any County ordinance rule, or regulation, which adversely reflects on his ability to operate the FBO or LFBO operation for which the application is made.

**G. LEASE OR CONTRACT**

Upon approval of any such application as submitted or modified, the County shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the FBO or LFBO shall be conducted. In every instance the lease or contract shall be conditional upon the following:

1. The lease shall incorporate the Minimum Standards for the services to be provided and the FBO or LFBO shall continue to meet or exceed the stated standards. Failure to comply after notification shall constitute grounds for termination or cancellation of the lease.

**APPROVED 09/27/2001**

2. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of New York and Genesee County, and shall conform to the requirements of current building codes and fire regulations of the County, and any construction commenced will be diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.
3. The County shall reserve the right to modify or alter these Minimum Standards from time to time; however, any increase or expansion in the Minimum Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal, modification or extension of any leasehold term.

**H. AIRPORT LEASES NON-TRANSFERABLE**

No right, privilege, permit or license to do business at this Airport or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or in part without the prior express written consent of the County, which shall not be unreasonably withheld.

**I. RATES**

1. Product prices, service charges or rates charged by FBO's or LFBO at their leaseholds for hanger space, tie downs, etc., shall not be excessive, discriminatory or otherwise unreasonable.
2. FBO and LFBO services charge, product prices and rates shall be submitted to the County for review and approval on an annual basis.
3. The County shall set and assess any and all landing fees and landing fees/user fees for the use of the landing area and public ramp areas.

**SECTION II.  
MINIMUM STANDARDS FOR FIXED BASED OPERATORS (FBO) OR  
LIMITED FIXED BASED OPERATORS (LFBO)**

**A. STANDARDS REQUIRED FOR ALL OPERATORS**

Each Person desiring to conduct aeronautical activities on the airport must satisfy to the County:

1. That the applicant has sufficient management experience and available

**APPROVED 09/27/2001**

personnel to conduct the proposed aeronautical service in an efficient and workmanlike manner.

2. That the applicant is financially responsible and able to provide the facilities and services proposed.
3. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed.
4. All operators shall abide by and comply with all Federal, State and County laws and ordinances, the rules and regulations of the New York Department of Transportation, and the rules and regulations of the FAA.
5. That the applicant has or can acquire the insurance described in Section 12 of the Airport Rules & Regulations which is applicable to the services to be offered.

**B. FBOs and LFBOs DEFINED**

A Fixed Base Operator (FBO) is a Person who has a lease from the County or a sublease approved by the County to provide two or more aeronautical service to the public at the Airport. A Limited Fixed Based Operator (LFBO) is an aeronautical service provider that offers a single or limited service. The FBO or LFBO must meet the qualifications, standards and requirements of these Minimum Standards, pay all required fees and receive approval from the County. As appropriate, the County will accept requests from Limited Fixed Based Operators (LFBO) who wish provide more than one commercial aeronautical activity in order to become a FBO. FBO's desiring to provide retail aviation fuel and oil sales are required to also provide aircraft maintenance.

**C. AVIATION FUEL SALES**

Except as otherwise provided in any agreement between the FBO and the County, a FBO conducting aviation fuel and oil sales or service to the public shall also provide aircraft maintenance service and shall be required to provide the following facilities, services and equipment:

1. FBO providing aviation fuel sales and line service at the Airport shall lease or sub-lease, with the approval of the County, 300 square feet of office space with permanent rest rooms facilities for personnel and customers and an additional 150 square feet of inside floor space for the pilot lounge and flight planning area. The operator shall also lease the space needed to accommodate the aircraft fueling and line servicing equipment, supplies and storage for the aircraft being serviced and the flow of traffic in and out of the aircraft fuel servicing areas. Arrangements for automobile parking for employees and customers

must also be made.

2. Line service shall be available from dawn to dusk every day of the year unless modified in writing by the Airport Manager.
3. Appropriate grades of aviation fuel including 100 octane low lead (100 LL) and Jet Fuel (Jet A).
4. An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
5. Mobile fuel dispensing equipment, properly maintained, meeting all applicable federal, state and county requirements for such equipment.
6. Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields and for recharging or energizing discharged aircraft batteries and starters.
7. Lease or provide fuel storage tanks for the safe storage and handling of fuel in conformance with all federal, state and county fire codes pertaining to safe storage and handling of fuel.
8. Lease or provide adequate towing equipment and parking area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
9. Lawful and sanitary handling and timely disposal, of all trash, waste and other materials including, but not limited to used oil, solvents and other waste. The piling and storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
10. Adequate bonding wires installed, continuously inspected and maintained at all fueling locations, to eliminate the hazards of static electricity.
11. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by NFPA.
12. A guest register/log of all aircraft using the airport to document airport usage to aid in obtaining federal and state funds.

**D. AIRCRAFT MAINTENANCE AND REPAIR**

Except as otherwise provided in any agreement between the FBO or LFBO and the County, a

**APPROVED 09/27/2001**

FBO or LFBO offering aircraft engine, airframe and accessory sales, maintenance and repair facilities to the public shall provide:

1. The FBO or LFBO who engages in an aircraft maintenance service business and sells parts and accessories at the Airport shall lease or sub-lease, with the approval of the County, 300 square feet of office space, restrooms for personnel and customers, and waiting lounge. The FBO or LFBO shall lease, sublease with the County approval a hangar having a minimum of 4,225 square feet or build a hangar having at minimum of 8,000 square feet, and in addition, an area of ramp to tie down a minimum of three aircraft. Arrangements for automobile parking for employees and customers must also be made.
2. In case of airframe and/or engine repairs, sufficient hanger space to house any aircraft upon which such service is being performed.
3. The FBO or LFBO shall be required to lease a minimum of two (3) tie down spaces for outside storage.
4. Adequate enclosed shop space to house the equipment and adequate equipment and tools, jacks, lifts and testing equipment to perform overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.
5. At least one FAA certified air frame and power plant mechanic with inspection authority for the work to be performed shall be available during normal business hour unless modified in writing by the Airport Manager and on call at all other times.
6. The ability to remove, or have removed, any disabled aircraft from the AOA (as soon as permitted by FAA, NTSB, New York State Police AND THE Genesee County Sheriff's Department authorities).
7. Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with federal, state and county regulations.
8. Facilities for washing and cleaning of aircraft that meet the Environmental Protection Agency requirements for storm water discharge.
9. Aircraft shall not be stored for salvage operations unless screened from public view, in an area designated by the County.

**E. AIRCRAFT CHARTER**

Except as otherwise provided in any agreement between the FBO or LFBO and the County, a FBO or LFBO conducting aircraft charter and/or air taxi service shall be required to provide:

1. Suitable space for an office, passenger lounge, restrooms or access to restrooms and telephone facilities. If cargo is to be carried, the FBO or LFBO shall lease or sublease with the County approval an additional 150 square feet.
2. Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection and handling of luggage.
3. Obtain and maintain applicable insurance as required in Section 12 of the Airport Rules and Regulations.
4. At least one aircraft that meets all requirements of FAR Part 135 and FAR Part 119.

**F. AIRCRAFT RENTAL**

Except as otherwise provided in any agreement between the FBO or LFBO and the County, a FBO or LFBO offering aircraft for rental shall be required to provide:

1. Suitable office space on the Airport for consummating rentals and keeping proper records in connection therewith. The office space shall be heated, lighted and air conditioned and have restrooms or access to restrooms and a telephone. The office shall be maned during normal business hours unless modified in writing by the Airport Manager. Provide for adequate auto parking for customers and employees.
2. At least two airworthy aircraft suitably maintained and certified.
3. Rent tie down spaces for all aircraft based at the Airport.
4. Adequate facilities for servicing and repairing the aircraft or provide the County with the arrangements the FBO or LFBO has made for servicing and repair of the aircraft for rent.
5. A properly certified pilot capable of conducting flight checks of prospective renters must be available during normal business hours unless modified in writing by the Airport Manager.

**APPROVED 09/27/2001**

6. Obtain and maintain applicable insurance as required in Section 12 of the Airport Rules and Regulations.
7. Proper checklist and operating manual for all aircraft being rented.
8. An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by NFPA.

**G. FLIGHT TRAINING**

Except as otherwise provided in any agreement between the FBO or LFBO and the County, a FBO or LFBO conducting flight training activities shall provide:

1. Suitable space for an office with restrooms or access to restrooms and telephone facilities. If ground school is offered, the FBO or LFBO shall lease or sublease with the County approval an additional 150 square feet for a class room.
2. At least one training aircraft that:
  - a. Has a minimum of two seats.
  - b. Is maintained in accordance with Federal Aviation Regulations.
  - c. Is kept in a clean and presentable manner.
  - d. Is available for training and rental.
3. At least one four place training and rental aircraft which complies with items 2. b., c., and d. above.
4. Equipment for IFR flight and training in at least one aircraft that is fully IFR equipped and certified per FAR's.
5. At least one full-time properly certified flight instructor available on call eight hours a day, six days a week unless modified in writing by the Airport Manager.
6. At least one properly certified instructor providing ground school instruction sufficient to enable a student to pass the FAA written examinations for private pilot and commercial ratings.
7. Obtain and maintain applicable insurance as required in Section 12 of the Airport Rules and Regulations.

8. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
9. Auto parking for customers and employees.

**H. AIRCRAFT SALES**

The FBO or LFBO shall provide a suitable office with restrooms or access to restrooms and shall lease from the County or sublease with approval of the County an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. Provide for adequate auto parking for customers and employees. All inventory must be insured with liability coverage acceptable to the County.

**I. AIRCRAFT OUTSIDE STORAGE**

The FBO must conduct two or more additional FBO services listed in this section, and provide suitable space for tie-down area of sufficient size to accommodate all aircraft used by the FBO in its operations and all aircraft that will be parked or stored by the operator.

**J. AIRCRAFT INSIDE STORAGE, T-HANGER**

A FBO or LFBO shall provide a storage building of sufficient size to accommodate at least ten single engine aircraft. The FBO or LFBO may have an office in the storage building. If no office is maintained, the FBO or LFBO shall post in conspicuous places on the hanger facilities the name, address and telephone number of the FBO or LFBO and of the person who shall be managing or operating the hanger facilities. The operator shall have an area of sufficient size to accommodate the building with proper access and construct said facilities in locations stipulated in the Airport Master Plan with specific plans approved by the County. Aircraft hangers will be used solely for the storage of registered aircraft and aviation equipment.

**K. AVIONICS SHOP**

Except as otherwise provided in any agreement between the FBO or LFBO and the County, a FBO or LFBO offering avionics services to the public shall:

1. Engages in avionics and interment repair service business at the Airport and shall lease or sub-lease, with the approval of the County, suitable office space with restrooms or access to restrooms, 500 square feet for the instrument repair shop and test facilities, hangar space to house one small twin-engine aircraft being repaired and, in addition, an area of ramp to tie down a minimum of two aircraft. Provide for adequate auto parking for customers and employees.
2. Be equipped with such tools, machinery, equipment, parts and supplies as are



**APPROVED 09/27/2001**

normally necessary to conduct a full-time business operation in the avionics and instrument sales and repair service being offered and shall be staffed by mechanic/mechanics and other full or part-time personnel who are qualified and competent and who hold all necessary certificates required by the FAA.

3. Have available on a full time basis, during normal working hours, an FAA certified technician in the field of aircraft electronics and/or aircraft instruments with proper Federal Communication Commission license to conduct complete aircraft transmitter, receiver and antenna repair.

**L. SPECIALIZED COMMERCIAL AERONAUTICAL SERVICES**

These activities are so varied that their requirements on the Airport will depend on the scope of their operation. In some cases the only airport requirement need is access, or for a tie-down space, since all other activities of the business are normally conducted off the Airport. The Minimum Standards and insurance coverage will be determined based upon a detailed application submitted by the person requesting permission to perform the aeronautical activity on the Airport.

1. A specialized commercial aeronautical service is a person engaged in air transportation for hire for the purpose of providing the use of aircraft for the aeronautical activities listed below:
  - a. Non-stop sightseeing flights.
  - b. Aerial photography or survey.
  - c. Fire watch and fire fighting.
  - d. Power line, underground cable or pipe line patrol.
  - e. Aerial application of agricultural chemicals.
  - f. Other operations specifically excluded from Part 135 of Federal Aviation Regulations.
2. Other specialized commercial aeronautical services which have varied requirements are:
  - a. Aircraft manufacturing.
  - b. Engine or sub-assembly overhaul (station).

- c. Upholstery shop.

**M. AERONAUTICAL ACTIVITIES CONDUCTED IN THE PASSENGER TERMINAL**

Statement of Policy

Aeronautical activities conducted in the passenger terminal must be similar to those usually found at General Aviation Terminals in Western New York. They should be complimentary in nature and acceptable to the County and in the eyes of the traveling public. This judgment is to be made by the Airport Manager and confirmed in by the County Legislature.

If a proposal is made to lease space in the Terminal for an acceptable activity, and adequate space is not available, then consideration may be given for an existing operator to sublease to the interested party.

The Airport presently has, and perhaps in the future will have, land mass suitable to support aviation activities. Any conforming proposal for construction to engage in Aeronautical-related businesses will receive consideration by the County and is, indeed, encouraged.

**SECTION III  
MISCELLANEOUS**

**A. EFFECT ON EXISTING LEASES**

All leases of land or facilities under written lease agreement with the County, at the time these Minimum Standards become effective, shall be required to comply with these Minimum Standards as required in their lease or at the next amendment or modification of their lease.

**B. WAIVER OF MINIMUM STANDARDS**

The County may, at its discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non profit public services to the aircraft industry or performing fire prevention or fire-fighting operations but only to the extent permitted by the rules of the FAA and the laws of State of New York and the County. The County may further temporarily waive any of the Minimum Standards for non governmental applicants when it deems such waiver to be in the best interest of the Airport's operation.

**C. SEVERABILITY**

In the event that any provision of these Minimum Standards shall for any reason be determined

**APPROVED 09/27/2001**

to be invalid, illegal or unenforceable in any respect, the other provisions of these Minimum Standards shall remain in full force and effect.

**D. EFFECTIVE DATE**

These Minimum Standards shall be effective thirty days following the date of their approval by the County.

EXHIBIT A

GENERAL PROVISIONS

LEASE/AGREEMENT MINIMUMS

All lessees or tenants shall sign a lease agreement. All leases and/or agreements shall contain the applicable following provisions:

FAA REQUIRED LEASE PROVISIONS

Each lease at the Airport shall contain the following provisions regarding subordination, emergency leasing to the United States and nondiscrimination. The language for these provisions is as follows:

1. Lease Subordinate to Agreement between Lessor and the United States: This lease shall be subordinate to the provisions of any existing agreement between the County (Lessor) and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
2. Emergency Lease to United States:
  - a. During times of war or national emergency, the Lessor 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 any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.
  - b. All facilities of the airport developed with federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times without charge, except if the use by government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
3. Public Responsibility:
  - a. An FBO or LFBO shall cooperate with the County and Airport management in the operation, management and control of the Airport, and shall do all things reasonably necessary to advance or promote the

**APPROVED 09/27/2001**

Airport and aeronautical activities thereon and to develop the facility into an attractive, efficient and modern airport by the provision of responsible, safe and adequate services to the public.

- b. The FBO or LFBO shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the aeronautical operator may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.
  
- c. The FBO or LFBO for itself, its personal representative, successors in interest and assignees hereby agrees that:
  - (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  
  - (2) In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  
  - (3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
  
- d. That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

**GENESEE COUNTY LEASE PROVISIONS**

All leases and/or agreements shall contain the applicable following County provisions:

- 1. Penalties: All leases and/or agreements will provide for appropriate penalties and right of the County to initiate compliance action in the event of non-compliance by the Second Party.

2. Airspace Rights: Leases and/or agreements shall reserve to the County, its successors and assigns a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter known and used for navigation of, or flight in, the airspace.
3. Signs and Structures: Leases and/or agreements shall require that the Second Party will not erect nor permit the erection of a sign, structure or object without permission from the Airport Manager.
4. Vending Machines: If leases and/or agreements provide for the right of Second Party to install, operate or contract for vending machines, the County shall receive a negotiated percentage of the revenue.
5. Utilities: All leases and/or agreements shall require the Second Party to assume financial and legal obligations during the life of the lease and/or agreement for the installation, connection, maintenance, replacement, repair, consumption and use of utilities inside the boundary of the leased premises.
6. Maintenance: Unless otherwise agreed upon, maintenance and replacement of structures, fixtures, equipment and any part or parts thereof shall be the obligation of the Second Party. All maintenance shall be to standards acceptable to the County.
7. Subletting and Assignments: The Second Party shall not have the right to sublet, assign or transfer all or any portion of its interests under the leases and/or agreements to any other person, firm, corporation or subsidiary without prior written consent of the County and the County shall be the sole judge as to whether consent shall or shall not be given.
8. Compliance: The Second Party shall be required to observe and comply with all laws, rules and regulations of the United States Government, the County and State governments and all agencies thereof which may be applicable to its operations or to the operation, management or administration of the Airport in effect or later promulgated and further, the Second Party will display to the County any and all permits, licenses or other evidence of compliance with all laws upon request of the County.
9. Inspections: The County will have the right to enter the leased premises, at any reasonable time, for any purpose necessary, incidental to, or connected with the performance of its obligations, or in the exercise of its governmental functions.

10. Exclusions: No right or privilege granted in any lease or other agreement will prevent any owner, lessee or operator of aircraft using the Airport, from performing any services on aircraft owned, leased, or managed, with its own regular employees including, but not limited to, maintenance and repair subject to the County and Federal regulations and controls established for the Airport. If any of the above activities are performed on leased premises, prior approval of the lease holder must be obtained.

Nothing in any lease or other agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of section 308(a) of the Federal Aviation Act of 1958, as set forth in Federal Aviation Administration Advisory Circular No. AC150/5190-5, dated April 7, 2000, a copy of which will be on file in the Airport Manager's Office.

No one willing and able to comply with the Minimum Standards will be excluded from consideration in applying for a lease or an agreement for aeronautical activity on the Airport.

11. Land Use Plan: The Airport Layout Plan for the Genesee County Airport is available for review in the office of the Superintendent of the County Highway Department and the Airport Manager's Office.
12. Termination: All leases and/or agreements shall reserve to the County the right to terminate the lease or agreement and repossess the leased property under specified conditions of default with the terms and conditions of the lease by the Second Party.
12. Suspensions: All leases and/or agreements shall provide that lease and operating rights may be suspended by the County at any time the Second Party engages in or permits its customers, agents or employees to engage in any activity not necessarily addressed in the lease and/or agreement which disrupts, interferes or impedes normal and safe operational activity on the Airport. The suspension shall become effective upon the Second Party's receipt of written notification of the suspension.
13. General Requirements:
  - a. All personnel or operators herein required to hold current Federal Aviation Administration certificates and/or ratings shall maintain such certificates and ratings.

**APPROVED 09/27/2001**

- b. All utilities brought on to the property must be underground facilities. Any utilities of the Airport may be utilized with the approval of the County, but all hookups must be underground and at the sole cost of the Second Party. The Second Party shall pay for telephone service, electricity, gas, water, and sanitary sewerage flows, or as otherwise agreed upon.
- c. All construction must meet State, County and/or Federal building, safety, fire and health codes in force at that time.
- d. All of the proposed construction and improvements shall be subject to the prior written approval of the County Legislature.