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VIA EMAIL

October 15, 2025

Re: HPN Section 13.2 Letter of Investigation

Mr. David Cohen
Federal Aviation Administration
Eastern Region, Airports Division
1 Aviation Plaza, Room 516
Jamaica, NY 11434-4809

Dear Mr. Cohen:

I write in response to the letter dated September 22, 2025 from the County of Westchester (the "County Response"), which in turn responds to your letter of August 15, 2025 (the "FAA Investigation Letter"). Attached to the County Response were letters from Millionair (the "Millionair Letter"), and Atlantic Aviation (the "Atlantic Letter"), providing information to the County. This letter is submitted in my personal capacity as a Millionair tiedown tenant.

As a preliminary statement, the County Response offers no defense whatsoever of the Millionair rent increase that was put into effect October 1, 2025. The County merely passes along the Millionair Letter which itself admits that even before the October 1 rent increase Millionair was already making a handy net profit even based on Millionair's own claimed costs and expenses for the tiedowns. Further analysis of Millionair's claimed costs and expenses establishes that they are exaggerated, excessive and wrong in all respects, providing (1) no support for the rent increase and (2) an ample basis to determine that Millionair's tiedown net profits before the rent increase is far greater than even it admits.

A. Millionair Admits That Its Prior Tiedown Rates Were Profitable.

Millionair admits in its letter that even before the October 1, 2025 increase of tiedown rates to \$600 per month, its rates of \$345 and \$360 per month were fully profitable to it. Using Millionair's numbers, which are assumed *arguendo* for this limited purpose to be correct, its cost

per tiedown is only \$308 per month.* This is a 12%, and 18.5%, net profit on the foregoing respective tiedown rates that existed before October 1. With the October 1 increase to \$600 per month, the net profit becomes 95% on the ramp space that was publicly funded and built not at Millionair's expense.†

Even a cursory analysis by the County using Millionair's own numbers would have shown that the profit on the rent increase is unconscionable, unjust and unreasonable on light general aviation.‡

The Millionair claim that after 2026 further rent increases will come and be based on the consumer price index (the "CPI"). This threat of further increases is wrong on the law and not in accordance with the Grant Assurances. The CPI has little if any connection to the actual costs of providing tiedown space and the limited services in connection with it. While the CPI is based on the cost of housing, food, gasoline, consumer goods and more, it is not intended to and does not measure tiedown costs to fixed base operators.§

B. Millionair's Financial Claims On Behalf Of the Rent Increase Are Unreasonable On Their Face.

The County Response, disappointingly, abdicates its role as the airport sponsor to carefully analyze Millionair's financial claims to ensure that the Grant Assurances are met. There is no such analysis by the County, it ignores item 10 of the FAA Investigation Letter and only passes along of the Millionair Letter expecting the reader to assume that its assertions are reasonable and accurate. It is neither.

1. Millionair's statement that its average tiedown rent is \$320 per month is wrong. While the arithmetic average of the 3 prior monthly rental rates is \$328, this assumes equal numbers of aircraft are charged at each price point. The Millionair Letter gives no such information and as stated above very few aircraft were charged the \$280 monthly rental. Thus, the average monthly tiedown rate is higher than Millionair states.

* As explained infra in Point B, the Millionair \$308 figure for its tiedown costs is actually grossly inflated.

† Millionair does not reveal how many of its tiedown tenants were in the \$280/\$345/\$260 rent categories. Upon information and belief, very few tenants were at the \$280 price point, and at least one has left Millionair for another airport due to this price increase. If, however, many of the tiedowns were priced at \$280 per month, Millionair could have reaped net profits for those spaces of 12% or 18% by increasing the tiedown rates to \$345 or \$360 per month.

‡ This is strong circumstantial evidence that Millionair's rent increase is not based on its own actual costs but is designed to either drive light general aviation customers away in preference to larger and more profitable turbine aircraft, or at least to charge light general aviation tiedown tenants closer to what Millionair could make were it to use the tiedown space for larger aircraft. That is contrary to why this light general aviation tiedown facility was built with FAA and County money.

§ To the writer's knowledge, any Millionair improvements to the tiedown ramp that it passingly refers to in its letter were either done to improve drainage issues caused by the construction of its new large hangar, or were for the benefit of all customers (e.g., including T hangar tenants and medium to large aircraft).

2. Millionair states that its electricity costs for tiedown customers is \$44,000 annually.** The figure does not withstand analysis.

Millionair provides no indication that there is any separate metering of the electricity provided for tiedowns with electric service, apart from hangar or other electric uses. Nor does Millionair state how many of its tiedown customers had electric service at the tiedown in prior years through the date of its letter (see *infra*).

To the present time, electric service is NOT provided to all tiedown customers. Prior to May 2025, there was a subset of tiedown renters with electricity, including virtually all 22 of the Performance Flight aircraft and some private owners (including this writer). However, as of late April 2025 the private (non-flight school) tiedown renters were removed from spaces with electric service for the parking of medium and large aircraft, and were relocated. Apart from the Performance Flight aircraft, there is no electric service to date at the private tiedown spaces and there hasn't been for nearly 6 months.††

The electric usage by aircraft is nearly exclusively for engine heaters in cold weather.‡‡ That usage can be reasonably assumed for ½ of the year, between October 1 and March 31 (182 days). Most owners, other than the flight school aircraft, do not have their heaters plugged in 24/7 in that ½ year period. This letter will nonetheless assume 24/7 engine heater operation as a worst case scenario.

The two main brands of engine heaters in use (Reiff and Tanis) have power draws of between 400 and 460 watts for 6 cylinder engines (many tied down aircraft are only 4 cylinders with lesser power draws). There are only a couple of twin engine tiedown tenants and their greater power use is easily offset by the larger number of single engine aircraft without engine heaters. We assume here that half of all 39 tied-down aircraft use each brand,§§ resulting in a total seasonal worst-case electric usage of 73,373 KWH.

Although Millionair does not state its cost of electricity, the current high cost (ex-discounts that Millionair undoubtedly enjoys) for commercial users in the immediate area is 34.62 cents per KWH.***

The total *worst case* annual cost of electric for the tiedown customers is \$25,402, a far cry from the \$44,000 figure estimated by Millionair. The actual figure is certainly less than this estimate.

** Here, as in all other categories of annual costs that Millionair provides, its figures are all round numbers which belies their accuracy (e.g., \$44,000 for electricity, \$75,000 for “amenities”, \$20, 000 for lighting, *etc.*). These are plainly not actual costs derived from actual experience in the last 1-2 years.

†† Electric service was promised to these customers by email dated July 29, 2025 from Millionair General Manager Arvin Missick, with the service to be installed by September 30, 2025. That has not happened.

‡‡ Other electric uses are de-minimus (e.g., small automobile style air pumps for keeping tires inflated).

§§ Note again that even prior to May 2025 not all tiedown spaces had electric power supplied so this is a worst-case calculation as if all tied down aircraft used engine heaters regularly.

*** <https://poweroutage.us/electricity-rates/ny/fairview-cdp-westchester-county> (accessed October 13, 2025).

3. Millionair claims \$22,000 per year for ramp lighting costs. As with the case of tiedown electric service, there is likely no separate metering of the ramp lighting. The need for ramp lighting would remain even were there no tiedown customers: lighting is required for T-hangar customers taxiing past the tiedown spaces, and for the medium and large aircraft that are on the same ramp as well.†††

The Millionair Letter does not describe how the \$22,000 figure was computed. Even 10% of the claimed figure is too high for attribution to tiedown costs, we can assume *arguendo* that a \$2,000 annual lighting cost might be attached to tiedown costs.

4. Millionair says that it has an annual cost of \$5,000 for tiedown anchors and ropes. Again, this figure does not withstand analysis.

Tiedown anchors are already installed on the ramp, this is not an annual cost.

Tiedown ropes are NOT changed by Millionair every year. Some tenants supply their own, and for the others the ropes are changed by Millionair at most every 5 years.

These tiedown ropes are standard rope, obtainable in a 1,200' spool for \$1,500.‡‡‡ Each aircraft requires approximately 20' for rope (two 10' runs), with the tail tiedown being a chain that requires no replacement. The spool of rope is enough for nearly 2 full changes of tiedown ropes which is nearly a decade of tiedown rope changes. The annual cost is better estimated at \$300, and that is generous to Millionair.

5. Millionair assigns an “amenities” cost, for coffee, drinks and snacks, of \$75,000 annually for the tiedown tenants. This is the equivalent of over \$1,900 each year for each of the 39 tiedown customers, a cost that is ridiculous on its face. There is no mention by Millionair about how it derives this figure, and how separates out the tiedown customers from the cost it incurs for coffee, drinks and snacks for all of its hangar tenants, corporate crews and passengers, charter crews and passengers, and Millionair staff. Indeed, with total tiedown annual costs stated in the Millionair Letter of \$144,000, over half of that total amount is for coffee, drinks and snacks. Perhaps assigning a cost of \$100 per year per tiedown aircraft would be more reasonable for the “amenities”, or a total of \$3,900.§§§

††† There is no mention in the Millionair Letter of savings in ramp lighting electric charges due to the changeover to LED lighting.

‡‡‡ This is for 5/8” double braid nylon rope. See <https://www.knotandrop.com/collections/double-braid-nylon-rope/products/5-8-double-braid-nylon-1?variant=42502410698852> (accessed October 13, 2025).

§§§ While 22 of the tiedowns are held by the flight school, Performance Flight, that school is a tenant of Millionair for its office space. Certainly Millionair isn't losing money on the office lease when Performance Flight staff, pilots, students and guests use the Millionair “amenities”, as they all do. Millionair wants to charge all its tiedown customers *including the 22 Performance Flight tiedown aircraft* for these same “amenities” when Performance Flight has already paid once already for the school's increased coffee and snacks through its office rent.

On parsing the various “costs” that the Millionair Letter assigns to the tiedown tenants, it is far more realistic to assign a total annual cost of approximately \$31,500 to the tiedown customers, less than 25% of Millionair’s claimed annual costs. Using the \$31,500 annual cost figure, spread over 39 tiedowns, there is an annual cost per tiedown to Millionair of \$807 (\$67 per month). With the Millionair claimed average monthly tiedown revenue of \$320 *before* its October 1 rent increase, this yielded a net profit of \$253 per month or 377% of its costs.****

C. Millionair’s Non-Costed Items Do Not Support The Rent Increase.

Millionair lists a variety of other factors, such as how nice its building is, parking, EV charging, etc., but does not cost them out as justification for the October 1 rent increase. This belies Millionair’s reliance on these items to support the rent increase.

While pushback and tiedown services are provided, that is only on request and seldom prompt. When the writer’s aircraft was recently moved from a tiedown that allowed the pilot to push it back and secure it, it was moved to an uphill tiedown that cannot be negotiated by the pilot hand-pushing the aircraft. This was done for the convenience of Millionair, not the tenant, so jets could be parked in the previous tiedown.

The availability of valet and self-parking is another justification for the “full Millionair experience” as described in its letter. Few tiedown tenants use the valet parking, preferring the faster self-parking and avoiding the need to tip. The valet parking was instituted by Millionair for its own convenience and to service its charter and corporate customers. This was after the building of its large hanger removed many dozens of parking spots where self-parking was the norm and parking spaces were always available. That self-parking is provided without charge adds nothing to Millionair’s arguments.

Conference room usage is seldom by tiedown customers, with likely months or more between the borrowing of a room for a short period. The 22 Performance Flight aircraft students and pilots use the school’s office facility for meeting, which is more than half of the tied-down aircraft.

EV charging is not available in the Millionair parking lots. There may be chargers in a few spaces where Millionair parks its courtesy cars in the covered valet portico for the use of itinerant customers (not tiedown tenants).

**** Grant Assurance 22(a) requires, in pertinent part, that the public is entitled to “reasonable terms”. The \$600 tiedown rental fee now charged by Millionair is inherently unreasonable when the Atlantic Letter states that it charges \$430/470 for piston singles/twins and, even more to the point, other area airports servicing light general aviation have tiedown rental fees far lower than Millionair or even Atlantic.

D. Conclusion.

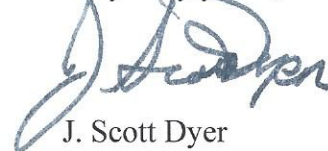
The County failed to answer Item 10 of the FAA Investigation Letter, requiring it to provide the County's own analysis why the rent increase should not be considered a violation of the Grant Assurance. The County as the airport sponsor did not put forward any analysis of Millionair's rental increase despite an ample opportunity. That alone is a basis for the FAA to find the County in violation of the Grant Assurance.

Moreover, using Millionair's own grossly inflated statement of its costs, Millionair admits that it is making a 12-18% net profit on nearly all tiedown spaces even before the October 1 rent increase. After the rent increase, the net profit increased to 95%. This is excessive and provides a further basis to find violation of the Grant Assurance.

The costs alleged by Millionair for its tiedown costs are in fact grossly exaggerated by nearly 400%. The net profit Millionair obtains from its new \$600 tiedown rent, using the more accurate actual cost estimates, is over 370%. Again, this is excessive and provides a further basis to find violation of the Grant Assurance.

Based on the foregoing, I request that the FAA find the increased rent to be in violation of Grant Assurance 22, that all appropriate penalties be assessed against the County so to ensure that Millionair will comply with the terms of the Grant Assurance, that the excess rents charged and collected by Millionair be returned forthwith to the tiedown customers with interest to the date of refund, and for other and further relief that may be appropriate.

Very truly yours,



J. Scott Dyer

cc: April Gasparri
Francisco Tejada
Nicholas Hartman, Chair, Airport Advisory Board
Sean M. Collins, AOPA

(all via email)