



MINIMUM STANDARDS

APRIL 13, 2008

**MASTER BINDER
AIRPORT MANAGER'S OFFICE**



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MINIMUM STANDARDS

PART A

GENERAL PROVISIONS AND DEFINITIONS

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1. GENERAL PROVISIONS

1.1. Definitions

1.1.1. Definitions identified and defined in Section 2 (Definitions), whenever used in these Primary Guiding Documents, shall be construed as defined therein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.1.2. All defined words shall be capitalized throughout the Primary Guiding Documents.

1.2. Governing Body

1.2.1. The Barnstable Municipal Airport (Airport) is owned and operated by the Town of Barnstable (Town), and governed by and through the Town of Barnstable Airport Commission (Airport Commission), in accordance with Chapter 90: Section 51E of the General Laws of the Commonwealth of Massachusetts. The authority to grant the occupancy and Commercial use or development of Airport land or Improvements, the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, Permit, policy, or practice relating thereto, including these Primary Guiding Documents, is expressly reserved to the Airport Commission.

1.3. Statement of Policy

1.3.1. It is the intent of the Airport Commission to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of General Aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.

1.3.2. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.

1.4. Airport Management

1.4.1. The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned and operated land, Improvements, facilities, Vehicles, and equipment.

1.4.2. The Airport Commission has authorized and directed the Airport Manager to:

1.4.2.1. interpret, administer, and enforce Agreements, Permits and these Primary Guiding Documents and to permit, where appropriate, temporary, short-term occupancy or use of certain Airport land or Improvements; and

1.4.2.2. Obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Airport Commission under these Primary Guiding Documents.

1.4.3. All official inquiries to the Town or Airport Commission regarding these Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

1.5. Authority to Adopt

- 1.5.1. These Primary Guiding Documents are promulgated under the authority granted by Chapter 90: Section 39B of the General Laws of the Commonwealth of Massachusetts, which grants the Town the power to “make and enforce rules and regulations relative to the use and operation of aircraft on said airport or restricted landing area” and Chapter 90: Section 51J, which grants the Airport Commission the power to “adopt rules and regulations for the use of municipal airports or for the safety of the public upon or beyond the limits of airports under its control”.

1.6. Effective Date

- 1.6.1. Unless repealed by the Airport Commission, these Primary Guiding Documents shall be in effect and shall remain in effect from the date of approval by the Massachusetts Aeronautical Commission as described in Chapter 90: Section 39B and Section 51E of the General Laws of the Commonwealth of Massachusetts.

1.7. Compliance with Regulatory Measures, Agreements, and Permits

- 1.7.1. All entities occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity’s expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport including the United States Department of Transportation, the FAA, the Commonwealth of Massachusetts, the County of Barnstable, the Town of Barnstable, and these Primary Guiding Documents; all as may be in effect and amended from time to time.
- 1.7.2. No existing or future Agreement or Permit, nor any payment or performance required there under, shall excuse any entity from full and complete compliance with these Primary Guiding Documents.
- 1.7.3. Compliance with these Primary Guiding Documents shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the Airport Commission under any existing Agreement or Permit.

1.8. Conflicting Regulatory Measures, Agreements, and Permits

- 1.8.1. If a provision of these Primary Guiding Documents is found to be in conflict with any other provision of these Primary Guiding Documents, a provision of any Regulatory Measure, or a provision of an existing Agreement or Permit (if provided for in the Agreement or Permit) or future Agreement or Permit, the provision that establishes the higher or stricter standard shall prevail.
- 1.8.2. It is not the intent of these Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these Primary Guiding Documents.

1.9. Revision of Regulatory Measures

- 1.9.1. All Airport leasing policies, rates and charges policies, minimum standards, rules and regulations, and development guidelines previously enacted and any other Town ordinance or resolution in conflict with these Primary Guiding Documents are hereby revised to the extent of the conflict.

1.10. Land Use

- 1.10.1. The Airport Manager shall designate specific areas of the Airport in which Aeronautical Activities may be conducted. Such designation shall be consistent with the Master Plan, Airport Layout Plan, and all applicable land use plans and policies of the Airport Commission.

1.11. Right to Self-Service

- 1.11.1. These Primary Guiding Documents will not exercise or grant any right or privilege which operates to prevent any entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform.
- 1.11.1.1. However, individual Operators may restrict the use of their exclusive Leased Premises and each Aircraft Operator must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

1.12. Fines

- 1.12.1. Entities shall have the responsibility to pay any fine or penalty levied against entity, the Airport, the Town, the Airport Commission, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.
- 1.12.2. If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

1.13. Severability

- 1.13.1. If one or more clauses, sections, or provisions of these Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Primary Guiding Documents.
- 1.13.2. If the application of any sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases of these Primary Guiding Documents, or any part thereof, to any Leased Premises, Improvement, sign, other structure, or parcel of land is found to be invalid or ineffective in whole or in part by any Agency or court of competent jurisdiction, the effect of such decision shall be limited to the Leased Premises, Improvement, sign, other structure, parcel of land, or situation immediately involved in the controversy, and the application of any such sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases to other Leased Premises, Improvement, sign, other structure, parcel of land, or situations shall not be affected.
- 1.13.3. This section shall apply to every portion of these Primary Guiding Documents as they have existed in the past, as it now exists and as it may exist in the future, including all modifications thereof and additions and amendments thereto.

1.14. Subordination

- 1.14.1. These Primary Guiding Documents are subject and subordinate to the provisions of any existing or future agreements between the Airport Commission and the Commonwealth of Massachusetts or the United States pertaining to the operation, management, planning, and development of the Airport and are specifically subordinated to, and to be construed as in accordance with, the Airport Assurances.

1.15. Notices, Requests for Approval, Applications, and Other Filings

- 1.15.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport Commission and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Sub lessee, prospective Sub lessee, Operator, or prospective Operator pursuant to these Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed with dated and signed receipt), and shall be deemed to have been given when delivered to the Airport Commission, Lessee, Sub lessee, or Operator at their principal place of business or such other address as may have been provided to the Airport Commission.

1.16. Amendments

- 1.16.1. These Primary Guiding Documents supersede and cancel all previous Regulatory Measures adopted by the Airport Commission pertaining to the occupancy or use of, engaging in an Aeronautical Activity on the Airport or developing Airport land or Improvements.
- 1.16.2. These Primary Guiding Documents may be supplemented, amended, or modified by the Airport Commission from time to time and in such a manner and to such extent as is deemed appropriate by the Airport Commission.
- 1.16.3. The Airport Commission may issue special rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate or necessary, consistent with the provisions of the Commonwealth of Massachusetts Aeronautical Laws and the Primary Guiding Documents.
- 1.16.4. The Airport Commission shall provide for public notification of pending amendments to these Primary Guiding Documents in order to provide the opportunity for public comment and input by Operators, Lessees, Sub lessees, consumers, users, and the community.

1.17. Variance or Exemption

- 1.17.1. The Airport Commission has the right, but is not obligated, to approve variances or exemptions to these Primary Guiding Documents when a specific clause, section, or provision of these Primary Guiding Documents may not be justified in a particular case because of special conditions or unique circumstances.
- 1.17.2. Prior to approving or denying variances or exemptions, the Airport Commission shall conduct a fair, reasonable, and not unjustly discriminatory review of all relevant information to include those items described in Section 1.17.5 of these General Provisions as well as any other information requested by the Airport Commission.
- 1.17.3. Approval or denial by the Airport Commission of a variance or exemption shall be reasonable and consistent with prior decisions involving similar situations at the Airport (if any) and approval or denial shall be provided in writing within ninety (90) days from the receipt of the written request for variance or exemption.
- 1.17.3.1. If approved, the variance or exemption shall be for no longer than one (1) year and shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
- 1.17.3.2. An approval by the Airport Commission of a variance or exemption shall not serve to amend, modify, or alter these Primary Guiding Documents.
- 1.17.3.3. Requests for variance or exemption can also be denied in accordance with Section 1.20 of these General Provisions

- 1.17.4. When a specific product, service, or facility is not currently being provided at the Airport, the Airport Commission may enter into an Agreement or Permit with an FBO or SASO with terms and conditions that may be less than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement or Permit and shall not be longer than one (1) year.
- 1.17.5. Requests for variance or exemption shall be submitted in writing to the Airport Commission and must state definitively the Primary Guiding Document and the exact clause(s), section(s), or provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason or rationale for the proposed variance or exemption, identify potential and/or anticipated impacts on the Airport, other entities (including Operators and tenants) at the Airport, and the community, and identify the duration of the proposed variance or exemption.
 - 1.17.5.1. Each variance or exemption shall be requested for and approved or denied separately.

1.18. Enforcement

- 1.18.1. The Airport Commission shall be responsible for enforcement of these Primary Guiding Documents.
 - 1.18.1.1. The Airport Manager is empowered to require compliance with and enforce these Primary Guiding Documents.
- 1.18.2. Any entity who violates, disobeys, omits, neglects, or refuses to comply with these Primary Guiding Documents or any lawful order issued pursuant thereto may be cited, removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Airport Commission including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.
- 1.18.3. In the event an entity fails to comply with these Primary Guiding Documents, the Airport Manager shall send a written statement of violation to such entity at its last known address. The entity shall have 10 days within which to provide a statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. The Airport Manager, after consultation with the Chairman of the Airport Commission, has the right to revoke the entity's privileges at the Airport or may suspend the operations for such period of time as is deemed necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered in renewing the entity's application. The entity shall pay for any costs incurred by the Airport Commission, including but not limited to attorney fees, under this paragraph.
- 1.18.4. Violation of these Primary Guiding Documents may also or alternatively result in revocation of Apron access or use privileges, termination of any Agreement or Permit, denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.
- 1.18.5. Any person denied use of the Airport due to a violation of these Primary Guiding Documents may only use the Airport for the purpose of enplaning or deplaning (as a passenger) Aircraft using the Airport.
- 1.18.6. Unless otherwise specified in these Primary Guiding Documents, parties aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Airport Commission within 10 days after such decision is issued.
 - 1.18.6.1. The decision of the Airport Commission on such appeal shall be final.

1.19. Rights Reserved

- 1.19.1. In addition to the following rights and privileges, the Airport Commission reserves the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time.
 - 1.19.1.1. The Airport Commission reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
 - 1.19.1.2. The Airport Commission further reserves the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Activities and the land and/or Improvements that may be available and/or used for specific Activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
 - 1.19.1.3. The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development. It is the policy of the Airport Commission that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. While the Airport Commission may consider making application to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in these Primary Guiding Documents shall require or obligate the Airport Commission to make such application.
 - 1.19.1.4. The Airport Commission reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems necessary. The Airport Commission will provide advance notice of the date and time that such development, improvements, and/or repairs will be made. The Airport Commission shall not be obligated to reimburse or compensate any Operator, Sub lessee, or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.
 - 1.19.1.5. The Airport Commission reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any entity) upon determination by the Airport Commission that such Operator has not complied with these Primary Guiding Documents, applicable Regulatory Measures, directives issued by the Airport Commission, or has otherwise jeopardized the safety of entities utilizing the Airport or the land and/or Improvements located at the Airport.
 - 1.19.1.6. The Airport Commission reserves the right to lease the Airport or portions thereof during war or national emergency to the United States government for military use. If such lease is executed, the provisions of such lease including, without limitation, the Airport Commission's obligations and the Operator's obligations, to the extent they are inconsistent with said lease, shall be suspended.

- 1.19.1.7. The Airport Commission will not enter into an Agreement or Permit that will require the Airport Commission to relinquish the right to take any action the Airport Commission considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 1.19.1.8. The Airport Commission will not enter into an Agreement or Permit that requires the Airport Commission to waive any sovereign, governmental, or other immunity to which the Airport Commission may be entitled nor shall any provision of any Agreement or Permit be so construed or that would require the Airport Commission to submit to the laws of any state other than those of the Commonwealth of Massachusetts.
- 1.19.1.9. The Airport Commission is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator.
- 1.19.1.10. While the Airport Commission may choose to pursue federal, state, or other available funds to contribute to the development, it is under no obligation to do so. In addition, the Airport Commission is under no obligation to provide matching funds if required to secure such funding.
- 1.19.1.11. The Airport Commission reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Town to preserve the assets of the Town, protect the safety of the people who work at and use the Airport, and maintain the integrity of the Airport Commission's mission (purpose), vision, and values for the Airport.

1.20. Grounds for Denial

- 1.20.1. The Airport Commission may reject any proposal (including requests for variances or exemptions) or any application for any one or more of the following reasons:
 - 1.20.1.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Airport Commission. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
 - 1.20.1.2. The entity's proposed Activities and/or Improvements will create a safety hazard at or on the Airport.
 - 1.20.1.3. The Airport Commission would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Airport Commission is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the Airport.
 - 1.20.1.4. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Activity of the entity (at the time the proposal or application is submitted), nor is such availability contemplated within a reasonable time frame.
 - 1.20.1.5. The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.
 - 1.20.1.6. The development or use of the land requested by the entity will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the Airport Commission, unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.

- 1.20.1.7. The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.
- 1.20.1.8. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- 1.20.1.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the Regulatory Measures of the Airport Commission (or any other airport sponsor), the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Activity.
- 1.20.1.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted in the performance of any Agreement, Permit or Sublease at the Airport or at any other airport.
- 1.20.1.11. The entity does not exhibit adequate financial responsibility or capability to undertake the proposed Activity.
- 1.20.1.12. The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the Airport Commission for the proposed Activity.
- 1.20.1.13. The entity or an officer or director of Applicant has been convicted of a felony.
- 1.20.1.14. The entity's proposed Activity has been or could be detrimental to the Airport.
- 1.20.1.15. The entity seeks terms and conditions which are inconsistent with Airport Commission's policies or any request for proposal (or any other invitation for proposals) issued by the Airport Commission.
- 1.20.1.16. The entity's interests and/or the proposed Activity or use is inconsistent with the Airport Commission's mission (purpose), vision, values, goals, or objectives for the Airport; the best interest of the Town; or, any grant assurances.

2. DEFINITIONS

AC, Advisory Circular issued by the FAA to help explain the intent of a federal regulation, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related federal regulation.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or which contributes to or is required for the safety of such operations. The following, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other activities which, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For the purposes of the Primary Guiding Documents, all products and services described herein are deemed to be "Aeronautical Activities".

Agency, Any federal, state, or local governmental entity, unit, agency, organization, or authority.

Agreement, A written contract, executed by both parties, and enforceable by law between the Airport Commission and an entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such written contract will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

Aircraft, Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, ultra lights, Para gliders, powered parachutes, hang gliders, and seaplanes.

Aircraft Design Group, A grouping of Aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet.
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance, Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear tires and struts; lubricating aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, power plant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

Aircraft Rescue and Fire Fighting (or "ARFF"), Town personnel who are responsible for aircraft rescue and fire fighting at the Airport.

Airframe and Power plant Mechanic (or "A & P Mechanic"), A person who holds an Aircraft mechanic certificate with both the airframe and power plant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Barnstable Municipal Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurances) and as it may hereinafter be extended, enlarged, or modified.

Airport Assurances, Assurances with which Airport owner/operators must comply, in the performance of grant agreements for Airport development, Airport planning, and noise compatibility program grants for Airport sponsors.

Airport Certification Manual (or "ACM"), A manual developed by an airport that establishes responsibility, authority, and procedures for FAR Part 139 compliance. An ACM is required and approved by the FAA for airports served by scheduled air carrier Aircraft.

Airport Identification Badge, A photographic media allowing access to certain parts of the Airport. The Airport Identification Badge may be one of the following: AOA, SIDA, or Secured Area.

Airport Layout Plan, (or "ALP"), The currently approved drawing depicting the physical diagram of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Air Operations Area (or "AOA"), The geographic location that includes Aircraft Movement Areas, Aircraft parking areas (Aprons), loading ramps, safety areas and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures.

Airport Security Coordinator, The Airport's primary security representative and point-of-contact for the TSA.

Airport Security Program (or "ASP"), The current Airport's security program, as may be amended from time to time, approved by the TSA, that specifies the systems, measures, and procedures that are used to meet the Airport's regulatory and statutory responsibilities relating to airport security.

Airport Terminal Building, The building at the Airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished.

Applicant (or "Proposed Operator or Lessee"), An entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Apron, Those paved areas of the Airport within the AOA designated by the Airport Commission for the loading or unloading of passengers, servicing, or parking of Aircraft.

AOA Vehicle Permit, A permanent sticker or temporary placard affixed to a Vehicle authorizing access to the Restricted Areas of the Airport.

Association, an entity legally formed and recognized under the laws of the Commonwealth of Massachusetts having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Avgas, Aviation Gasoline

Based Aircraft, Any Aircraft utilizing the airport as a base of operation (other than occasional transient purposes) and is registered at the airport with an assigned tie-down or hangar space on the Airport or adjoining property which has direct Taxiway access to the Airport.

Certificates of Insurance, A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.

CFR, Code of Federal Regulations, as may be amended from time to time.

Commercial, An Activity with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Commercial Fuel Pump, A fixed refueling system constructed or installed and maintained by an FBO for public commercial use.

Commercial Self-Service Fueling, Fueling of an Aircraft by the pilot using Commercial Fuel Pumps installed for that purpose.

Compensation, Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

Contiguous Land, Land that is sharing an edge or boundary or is separated by no more than a Taxilane or Taxiway.

Courtesy Vehicle, Any Vehicle used in Commercial Activity, other than a taxicab, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such Vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

Current, All rents, fees, and other charges (required to be paid under any and all Agreements or Permits) are paid.

Department of Transportation (or "DOT"), The Cabinet department of the United States government concerned with transport. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation.

Employee(s), Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and medicare). The determination of status between "employee" and "contractor" shall be made according to then current IRS standards.

Environmental Protection Agency (or "EPA"), The Agency within United States government that has the responsibility for developing and enforcing regulations that implement environmental laws enacted by Congress.

Equipment, All property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

Federal Aviation Administration (or "FAA"), The Agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

Fixed Base Operator (or "FBO"), A Commercial Operator engaged in the sale and/or subleasing of products, services, and facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:

- A. Sale of Aviation Fuel and Lubricants (Avgas and Aircraft Lubricants)
- B. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- C. Aircraft Maintenance
- D. Tie down, Hangar, Aircraft Parking, Office, and Shop

Flight Training, Any use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

General Aviation, All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft are utilized for Commercial and non-commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

Improvements, All buildings, structures, additions, and facilities including pavement, concrete, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Jet Fuel, Fuel commonly utilized in Turbo shaft, Turboprop, and Turbojet Aircraft.

Law Enforcement Officer, Law enforcement officers of the Airport, or any other federal, state, or local government Agency.

Leased Premises, The land and/or Improvements used exclusively under Agreement by Operator to conduct Operator's Activities.

Lessee, An entity that has entered into an Agreement with the Airport Commission to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.

Light Aircraft, Aircraft with a maximum takeoff weight of 12,500 pounds or less.

Limousine, A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.

Master Plan, An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Airport, a copy of which is on file and available for inspection in the Airport Manager's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as they may be amended from time to time.

National Fire Protection Association (or "NFPA"), All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial, Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Operator, An entity that has entered into an Agreement or Permit with the Airport Commission or subleases office, shop, hangar, or land to engage in Commercial Aeronautical Activities at the Airport.

Owner, The registered legal owner of an Aircraft according to the records of the FAA or a Vehicle according to the Department of Motor Vehicle records.

Park, The standing of an Aircraft or Vehicle, whether occupied or not, other than for the purpose of, and while, engaging in loading or unloading of Property and/or passengers.

Paved, to lay or cover with asphalt or concrete that forms a firm level surface.

Permit, A written contract, executed by both parties, and enforceable by law between the Airport Commission and an entity authorizing, restricting, and/or prohibiting the conduct of certain Activities at the Airport. Such Permit will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Permit; fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. Permits include, but may not be limited to, an approved Commercial Aeronautical Activity Application/Permit or a Non-Commercial Self-Fueling Permit.

Permittee, A person or business who has written permission (Permit) from the Airport Commission to conduct Commercial Activity, within the confines of the Permit, at the Airport.

Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Guiding Documents, a compilation of Airport policy documents properly adopted by Resolution of the Airport Commission and approved by the Massachusetts Aeronautics Commission, as may be amended from time to time, including General Provisions and Definitions, Lease/Rates and Charges Policy, Minimum Standards, Rules and Regulations, and Development Guidelines.

Private Aircraft, Aircraft operated non-commercially by the owner(s). This does not prohibit the owner(s) or operator(s) of private Aircraft from sharing the expense of the operations of an Aircraft. Private Aircraft may be used by persons other than the owner, provided no remuneration accrues to the owner. Company and corporately owned Aircraft that are operated for the free transportation of personnel and/or products are classified as private Aircraft and subject to the same restrictions. New and used privately owned Aircraft held for sale only may be demonstrated to prospective purchasers or, when sold, may be used to instruct the new owner in their operation.

Property, anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, growing plants or the Improvements on it, and "personal property", which is everything else.

Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle, Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Regulatory Measures, Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, TSA, EPA, NFPA, the Airport Certification Manual (ACM), and these Primary Guiding Documents; all as may be in existence, hereafter enacted, and amended from time to time.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Restricted Area, Includes both the Air Operations Area (AOA) and the Security Identification Display Area (SIDA).

Security Identification Display Area (or "SIDA"), a portion of the Air Operations Area (AOA) in which security measures are carried out and individual and vehicular identification must be displayed at all times.

Security Plan, a document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling, The fueling of an aircraft by the Owner of the Aircraft, or the Owner's Employee, using the Owner's Equipment.

Self Service, Includes activities such as adjusting, repairing, cleaning, and otherwise providing service to an Aircraft, provided the service is performed by the Aircraft Owner or his/her Employees with resources supplied by the Aircraft Owner.

SPCC Plan, Spill Prevention, Control, and Countermeasures Plan.

Specialized Aviation Service Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or flight training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Standard Operating Procedures (or "SOP"), Written instructions, which describe procedures designed to work toward maintaining an environment.

Sterile Area, The area in the Terminal Building beyond the security screening checkpoint(s).

Sublease, An Agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and is enforceable by law.

Sub lessee, an entity that has entered into a sublease with an Operator or Lessee who is authorized to engage in Commercial Aeronautical Activities at the Airport.

SWMP, The current Storm Water Management Plan in place at the Airport, as may be amended from time to time.

Storm Water Pollution Prevention Plan (or "SWPPP"), The Storm Water Pollution Prevention Plan for the Airport.

Taxilane, The portion of the Aircraft parking area used for access between Taxiways and Aprons and not under ATC control.

Taxiway, A defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway) and is under ATC control.

Terminal, The air carrier passenger terminal building at the Airport.

Tie down, an area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tie down points and equipment (to facilitate Aircraft Tie down) are located.

Through-the-Fence, The right, by Agreement, to have direct access to the Airport from private property located contiguous to the Airport. Through-the-fence Operators, while being located off Airport property, have access to the Airport's runway and Taxiway system.

Transient Aircraft, Any Aircraft utilizing the Airport for occasional transient purposes and is not based at the Airport.

Transportation Security Administration (or "TSA"), The U.S. Federal agency established in 2001 to safeguard United States transportation systems and ensure secure air travel.

Turbo shaft Aircraft, An Aircraft that utilizes a gas turbine engine to drive a rotating cylindrical shaft to a helicopter rotor.

Turbojet Aircraft, An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develop thrust from the exhaust of hot gases.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.



MINIMUM STANDARDS

PART B

GUIDELINES FOR CONSTRUCTION ALTERATION AND IMPROVEMENTS AT THE BARNSTABLE MUNICIPAL AIRPORT

REVISED 2000



**GUIDELINES FOR CONSTRUCTION, ALTERATION AND IMPROVEMENTS
AT THE
BARNSTABLE MUNICIPAL AIRPORT**

Article I. STATEMENT OF INTENT

The Barnstable Municipal Airport Commission hereby establishes the guidelines to be followed for those persons wishing to apply for the Commission's approval to erect a new structure or make improvements or alterations to an existing structure. The intent of these guidelines is to encourage the responsible development of the Airport, while ensuring compliance with all appropriate regulations as may be promulgated by the Town of Barnstable, the Commonwealth of Massachusetts, and the Congress of the United States or its designated agencies or departments.

Article II. APPLICATION AND APPROVAL PROCESS

Prior to any submission to the Commission, the applicant will at a preliminary stage, meet with the Airport Manager to review and discuss the proposal in concept. The intent of this meeting is to discuss and review any information or reference materials that may be required prior to initiating a proposal.

It should be noted that it is the applicant's responsibility to obtain directly from the source, any and all information and/or reference materials, which may be required to ensure the project's regulatory compliance. Any reference materials, which may be provided by the Commission, the Manager, or its agents are advisory in nature only.

The applicant will then submit to the Airport Manager, at least 10 days prior to the next scheduled Commission meeting **a detailed proposal that includes as a minimum, all of the items listed below**. All plans should be drawn to scale, and be signed by a Professional Engineer registered in the Commonwealth of Massachusetts. A minimum of (3) copies of full sized (24"x36") construction plans, and (10) copies of the written proposal including reduced sized plans, must also be provided.

1. A written description of the project identifying the principals involved in the proposal, the scope of the project, projected completion dates, intended uses for the facility and property, a listing of planned construction contractors if known, a cost estimate, and a list of any appropriate state local and federal permits required to complete construction, as well as a Notice of Intent or a Determination of Applicability from the Barnstable Conservation Commission.



**GUIDELINES FOR CONSTRUCTION, ALTERATION AND IMPROVEMENTS
AT THE
BARNSTABLE MUNICIPAL AIRPORT**

2. A site plan of the area drawn to scale, detailing the relationship and distances of **all** proposed improvements (existing and proposed): nearby aircraft operating surfaces, structures, facilities; utilities, roadways, boundaries, property lines, and any delineated wetlands. This plan should include grade and contour information for the area as is existing and proposed. The area that is to be leased from the Commission should be depicted and specify the square footage of the area. Any future improvements planned for the area by the applicant, should also be depicted and labeled.
3. A side view of the facility drawn to scale depicting all elevations above sea level associated with the surrounding terrain, overall height of the structure at its highest point, the overall height at the point closest to both runways, as well as the distances to the center line of both runways at the nearest intersecting perpendicular point. A depiction of compliance with FAR Part 77, and FAA Form 7460-1 imaginary surfaces must also be included.
4. The construction plans submitted would include as a minimum a site plan, floor plan, architectural elevation drawings, pavement strength and drainage design details, and shop drawings and design certifications on any appurtenance that may be proposed.
5. All information presented in the proposal will be correct and accurate. The Commission reserves the right to require that the applicant's engineer verify all information and details provided within the plan.
6. Upon review, the Commission reserves the right to request any additional information deemed necessary to evaluate the proposal and/or its impact on Airport operations. The Commission further reserves the right to approve applications with such stipulations, rules and/or requirements as may be deemed necessary. The applicant must also submit documentation to show financial ability to complete the project.
7. Upon acceptance by the Commission, a copy of these plans will be submitted to the New England Region Airports Division of the Federal Aviation Administration, and the Massachusetts Aeronautics Commission Airport Engineering Office for review and concurrence.



**GUIDELINES FOR CONSTRUCTION, ALTERATION AND IMPROVEMENTS
AT THE
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Article III. CONSTRUCTION AND ACCEPTANCE PROCESS

- I. The Applicant, having received the Commission's final approval for the project, must then obtain any permits or authorizations from the Town of Barnstable, or any other Governmental Agency having jurisdiction over construction, development and operation of the facility.
2. All construction planned within or adjacent to the Airport Operations Area will be designed and constructed in accordance with applicable Federal Aviation Administration Regulations and Advisory Circulars, including but not limited to AC 150-5300-13 "Airport Design" and AC 150-5340-1H "Standards for Airport Markings", AC 150-5320-6D "Airport Pavement Design and Evaluation".
3. After receiving all of the appropriate authorizations listed above, and prior to the commencement of any site preparation or construction, the applicant will enter into such lease and/or land use agreements required and approved by the Commission and Airport Legal Counsel. Prior to any work being performed, the applicant and his contractor will hold a pre-construction conference with the Airport Manager to coordinate operational procedures, policies, and needs. Any changes to the plans previously approved by the Commission will be submitted and approved in writing prior to implementation in construction.
4. Prior to any work being performed, the applicant will provide the Commission with evidence of adequate personal liability and property damage insurance during the construction phase, and documentation that all contractors are adequately insured and licensed. Insurance will be in an amount determined by the Commission at the time of project approval. This insurance will remain in effect until such time the Commission accepts the completed project.
5. The Commission and Airport Manager reserve the right to temporarily suspend construction at any time if, in the sole determination of the Commission or the Airport Manager, the construction is not proceeding according to the authorized construction plan, unnecessarily hinders the operation of the airport, or presents any unsafe condition. This suspension will be immediate and continue until the situation or hazard has been corrected to the Commission's or Airport Manager's satisfaction.



**GUIDELINES FOR CONSTRUCTION, ALTERATION AND IMPROVEMENTS
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6. All areas and systems of the Airport affected by the project will be adequately protected from hazard, damage or hindrance. The areas affected by the construction will be returned to an original or improved condition. Adequate protection will be in place throughout the construction process to prevent the discharge of silt and erosion caused by air movement and water. All areas cleared of natural cover, but not improved, will be replanted with permanent vegetation.
7. After project completion and associated final permits have been obtained, the Commission will inspect the facility for compliance and final acceptance. Those items, which are incomplete or substandard, will be conveyed to the tenant in writing for correction and/or improvement. Final acceptance and authorization to utilize the facility or improvement will be granted only after all of the substandard conditions have been corrected. The facility will not be occupied nor utilized in any fashion until such authorization has been granted by the Commission.
8. The Commission reserves the right to act as sole judge of project completion, and will utilize any legal remedy necessary to correct and/or prevent substandard conditions from existing or continuing. The granting of any authorization or licensure by any other Governmental Agency does not guarantee the approval or acceptance of the Commission.
9. The applicant will provide engineers prepared and signed "As Built or Record" drawings to the Commission within 30 days of project completion, accurately depicting all improvements associated with the project for inclusion on the Airport Layout Plan.

Any questions should be referred to:

Barnstable Municipal Airport
Attn: Airport Manager 480
Barnstable Rd. Hyannis, MA
02601 (508) 775-2020

Revised: 2000



MINIMUM STANDARDS

PART C

SELF SERVICE STANDARDS

AUGUST 15, 2000



Barnstable Municipal Airport

Self Service Standards

8/15/2000

The Barnstable Municipal Airport Commission (BMAC) recognizes its responsibility as an airport proprietor to the Town of Barnstable, airport users and general public to conduct and operate the airport with prudence and sound judgment for the social and economic well being of the Town of Barnstable, airport users and local environs. The Barnstable Municipal Airport Commission has established these standards covering the "self fueling" and or "Self Service" of aircraft on the Barnstable Airport. As the proprietor of the Barnstable Airport, the Airport Commission reserves the exclusive right unto itself to sell jet fuel on the Barnstable Airport.

Definition:

Self-Fueling - Is the fueling of an owner's aircraft by the aircraft owner or their direct full-time employee.

Self Service - Is the repair and or otherwise care of an owner's aircraft by the aircraft owner or their direct full-time employee.

Servicing one's own aircraft is not an aeronautical activity that is covered by the Barnstable Airport Minimum Standards. The owner of an aircraft must engage in such self service activities as principals using their own full-time employees and resources. An independent commercial enterprise may not be designated as the agent of the aircraft owner to service aircraft on the Barnstable Airport without first having compiled with the minimum standards of the Barnstable Airport and having received approval from the Barnstable Municipal Airport Commission. The aircraft owner does not have the right to bring in a third party, such as an oil company or fuel supplier, on the airport to refuel his aircraft. The aircraft owner does not have the right to bring in a third party, such as an independent mechanic, on the airport to repair' or service his aircraft.

General Requirements:

Aircraft Maintenance: For reasons of safety and environmental concern, an aircraft owner must conduct all aircraft maintenance; other than minor servicing such as light bulb replacement, undercover such as inside a hangar. All servicing must be done in such a manner as to comply with The Airport's Storm Water Pollution Prevention Plan and all applicable Local, State and Federal rules, regulations and policies.

Aircraft Washing: An aircraft owner must comply with all local, state and federal rules, regulations and procedures regarding Storm Water Pollution Prevention so as not to introduce harmful materials or solvents into the environment.

Aircraft Painting: An aircraft owner must comply with all local, state and federal rules, regulations and procedures, the use of paints, dope and thinners shall be confined to structures meeting all appropriate safety criteria.

Aircraft Fueling: An aircraft owner must comply with local, state and federal rules, regulations and procedures regarding the transport and distribution of fuel into their aircraft on the Barnstable Airport. The Barnstable Airport is located on a sole source aquifer, for reasons of safety and environmental concern an aircraft owner must comply with the following:

- Must pay the airport \$0.25 per gallon of fuel delivered upon the airport.
- Must provide an approved underground/above ground fuel tank of 3,000 gallon capacity or greater.
- An aircraft owner must provide to the Airport Commission, for approval, a fueling plan outlining the fuel tank, fuel truck, fueling facility, fueling safety and environment procedures to be utilized by the aircraft owner for the delivery and dispensing of fuel into their aircraft. The aircraft owner must also show proof that the fuel trucks are used solely for the fuel specific fuel product to eliminate the possibility of co-mingling of product.
- Must show proof of compliance with all applicable FAA Advisory circulars, Aviation industry fueling standards (filter types etc...) safety and environmental rules, regulations and procedures.
- Evidence of ownership or lease of tanks, trucks and fueling facility.
- Evidence of ownership or lease of aircraft.



- Environmental pollution liability insurance of \$1,000,000 combined single limit for all aspects of the fuel tank (s), fuel truck and fueling operation. With the Town of Barnstable, Barnstable Municipal Airport Commission and Barnstable Airport named as additional insured.
- General Liability insurance of \$1,000,000 combined single limit for all aspects of the fueling operation. With the Town of Barnstable, Barnstable Municipal Airport Commission and Barnstable Airport named as additional insured.
- A copy of the EPA NPDES storm water multi-sector permit for the fueling operation.
- A copy of the Storm Water Pollution Plan for the fueling operation.
- Evidence of worker compensation insurance for fueling operations employees.
- Copies of all appropriate permits.
- Evidence of proper placarding.
- Provide an inventory control system to monitor fuel flowage fees, including invoices from supplier, daily tank meter, and physical readings, and monthly fuel flowage.
- Provide monthly aircraft flying hours.

The Barnstable Airport does not allow the aircraft owner to contract with an off airport company to enter upon the airport to refuel his aircraft. This is clearly the conducting of an aeronautical activity, not by the owner of the aircraft, but by the fuel company. Also the airport does not allow a "co-op" (an organization formed by several aircraft owners for the purpose of self-fueling) as a single aircraft owner for self fueling purposes.



MINIMUM STANDARDS

PART D

GENERAL AVIATION MINIMUM STANDARDS

APRIL 13, 2008

(as amended August 15, 2017)

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1. INTRODUCTION

1.1. Purpose and Scope

1.1.1. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (1) the delivery of high quality General Aviation products, services, and facilities to Airport users, (2) the design and development of quality General Aviation Improvements and facilities at the Airport; (3) safety and security, (4) the economic health of General Aviation Airport businesses, and (5) the orderly development of Airport property.

1.1.1.1. To this end, all entities desiring to engage in General Aviation Aeronautical Activities at the Airport shall be accorded reasonable opportunities, without unjust discrimination, to engage in such Activities, subject to these Minimum Standards.

1.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by the Airport Commission on a case-by-case basis for such Activities and incorporated into the Operator's Agreement or Permit.

1.1.3. Specialized Aviation Service Operators (SASO) are encouraged, but not required, to be Sublessees of a Fixed Base Operator (FBO); however, if suitable land or Improvements are not available or cannot be secured from an FBO, SASOs may (if available) Sublease Improvements from another SASO, lease land from the Airport Commission and may submit a request in writing to the Airport Manager to construct Improvements on such land in such areas designated by the Airport Commission, or lease available Improvements from the Airport Commission.

1.2. General Provisions and Definitions

1.2.1. These Minimum Standards include all provisions contained in the General Provisions and Definitions.

1.3. Exclusive Rights

1.3.1. In accordance with the Airport Assurances given to the federal or state government by the Town as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording any Operator an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to the Operator, and then only to the extent provided in an Agreement.

1.3.1.1. The presence on the Airport of only one entity engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Airport Commission not to enter into or promote an understanding, commitment, or express agreement to exclude other reasonably qualified entities. Accordingly, those who desire to enter into an Agreement or Permit with the Airport Commission should neither expect nor request that the Airport Commission exclude others who also desire to engage in the same or similar Activities. The opportunity to engage in a Commercial Aeronautical Activity shall be made available to those entities meeting the qualifications and the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the Town.

- 1.3.1.1.1. If the FAA determines that any provision of these Minimum Standards (or any Agreement or Permit) or any practice constitutes a grant of a prohibited Exclusive Right, such provision (or Agreement or Permit) shall be deemed null and void and/or such practice shall be discontinued immediately.

1.4. Land Use

- 1.4.1. The Airport Commission reserves the right to designate specific Airport areas in which Commercial and Non-Commercial Aeronautical Activities may be conducted. Such designation shall give consideration to the nature and extent of the Activities, the land and Improvements that are available, and the preferred development of the Airport as described in the most recently completed Master Plan, Airport Layout Plan, and/or Land Use Plan.

1.5. Applicability

- 1.5.1. These Minimum Standards specify the standards and requirements that must be met by any entity desiring to engage in one or more General Aviation Aeronautical Activities at the Airport.
 - 1.5.1.1. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard, or regarding compliance with such standard, shall be made by the Airport Commission. All entities are encouraged to exceed the applicable minimum standards. No entity shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the Airport Commission's discretion, meet these Minimum Standards.
- 1.5.2. These Minimum Standards shall apply to any new Agreement, Permit, or any amendment to any existing Agreement or Permit relating to the occupancy and/or use of Airport land and/or Improvements for General Aviation Aeronautical Activities. If an entity desires, under the terms of an existing Agreement or Permit, to change its Aeronautical Activities, the Airport Commission shall, as a condition of its approval of such change, require the entity to comply with these Minimum Standards.
 - 1.5.2.1. These Minimum Standards shall not affect any Agreement or Permit or amendment to such Agreement or Permit properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement or Permit, in which case these Minimum Standards shall apply to the extent permitted by such Agreement or Permit.
 - 1.5.2.2. Upon termination of an existing Agreement, Permit, or any amendment to or assignment of an existing Agreement or Permit, Operator shall be required to comply with these Minimum Standards upon execution of a new Agreement or Permit.
 - 1.5.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement or Permit under which an entity is required to exceed these Minimum Standards, nor shall they prohibit the Airport Commission from entering into or enforcing an Agreement or Permit that requires an entity to exceed the Minimum Standards.

- 1.5.3. If these Minimum Standards are amended after Operator enters into an Agreement or Permit with the Airport Commission, the Operator shall not be required to increase Operator's Leased Premises or construct additional Improvements to be in compliance with the amended Minimum Standards until such time as Operator amends the existing Agreement (or makes an assignment to another entity acceptable to the Airport Commission) or Permit or enters into a new Agreement or Permit with the Airport Commission.

2. GENERAL REQUIREMENTS**2.1. Introduction**

- 2.1.1. All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section 2 as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

2.2. Experience/Capability

- 2.2.1. Operator shall, in the judgment of the Airport Commission, demonstrate before and during the term of the Agreement or Permit, the following:
- 2.2.1.1. the capability of providing the proposed products, services, and facilities and engaging in the proposed Activities in a safe efficient, courteous, prompt, and workmanlike manner in service to and to the benefit of the general public, and
 - 2.2.1.2. the financial and technical responsibility, capability, and integrity to develop and maintain Improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ the appropriate number of qualified and experienced personnel; and engage in the Activity.

2.3. Agreement or Permit Approval

- 2.3.1. No entity shall engage in an Activity unless the entity has an Agreement or Permit with the Airport Commission authorizing such Activity or the entity has received written approval from the Airport Commission to Sublease land or Improvements from an authorized Operator and conduct the Activity at the Airport.
- 2.3.2. An Agreement or Permit shall not reduce or limit Operator's obligations with respect to these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

- 2.4.1. Operator shall pay the rents, fees, or other charges specified by the Airport Commission for engaging in Activities.
- 2.4.2. Operator's failure to remain Current in the payment of any and all rents, fees, charges, and other sums due to the Airport Commission shall be grounds for revocation of the Agreement, Permit, or approval authorizing the conduct of Activities at the Airport.

2.5. Leased Premises

- 2.5.1. Operator shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Activity as stipulated in these Minimum Standards.
- 2.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct landside access.
- 2.5.2. Apron/Paved Tiedowns
- 2.5.2.1. Aprons/Paved Tiedowns (if required) must be adequate size and weight bearing capacity to accommodate the movement, staging, and Parking of Operator's, Operator's Sublessees', and customers' Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating to/from/on Taxilanes or Taxiways.

2.5.2.2. Aprons associated with hangars shall be equal to the hangar square footage (unless otherwise specified in the Primary Guiding Documents) or be able to accommodate the movement of Aircraft into and out of the hangar, staging, and Parking of customers' and/or Operators' Aircraft without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating to/from/on Taxilanes or Taxiways, whichever requirement is greater.

2.5.3. Vehicle Parking

2.5.3.1. Paved Vehicle Parking shall be sufficient to accommodate all of Operator's and Operator's Sublessees' (if Subleasing facilities) customers, employees, visitors, vendors, and suppliers Vehicles on a daily basis.

2.5.3.2. Paved Vehicle Parking shall be on Operator's Leased Premises and/or located in close proximity to Operator's main facility.

2.6. Products, Services, and Facilities

2.6.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Airport.

2.6.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, Operator may be allowed to make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.

2.6.3. Operator shall conduct its Activities on and from the Leased Premises in a safe, secure, efficient, and first class professional manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises in like markets.

2.7. Non-Discrimination

2.7.1. Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the general public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

2.7.2. In the event of noncompliance with Section 2.7.1 of these Minimum Standards, the Airport Commission shall take such action as the federal government may direct to enforce such compliance.

2.8. Licenses, Permits, Certifications, and Ratings

2.8.1. Operator and Operator's personnel shall obtain and comply with, at Operator's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the Airport Commission or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager immediately upon availability.

- 2.8.1.1. Cost(s) associated with obtaining Operator (not Operator's personnel) licenses, permits, certifications, or ratings required for the conduct of Operator's Activities shall be borne solely by Operator.
- 2.8.1.2. Operator shall keep in effect and post in a prominent place, readily accessible to the general public, all necessary or required licenses, permits, certifications, or ratings.

2.9. Personnel

- 2.9.1. The person managing the Operator's Activities shall demonstrate experience managing a comparable Activity to that proposed on the Operator's application.
- 2.9.2. Operator shall provide a responsible person on the Leased Premises to supervise Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of the Operator and Operator's Activities. When such responsible person is not on the Leased Premises, such individual shall be immediately available by telephone or pager.
- 2.9.3. Operator shall have in its employ, on duty, and on the Leased Premises during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, secure, efficient, courteous, and prompt manner.
- 2.9.4. Operator shall control the conduct, demeanor, and appearance of their employees. It shall be the responsibility of the Operator to maintain close supervision over Operator's employees to ensure that a high standard (quality) of products, services, and facilities are provided in a safe, secure, efficient, courteous, and prompt manner.

2.10. Aircraft, Equipment, and Vehicles

- 2.10.1. All required Aircraft, Equipment, and Vehicles must be fully operational/functional and available at all times and capable of providing all required products and services.
 - 2.10.1.1. Aircraft, Equipment, and Vehicles can be temporarily unavailable due to routine or emergency maintenance so long as appropriate measures are taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible.
 - 2.10.1.2. Operator shall have a least one required Aircraft, Equipment, and/or Vehicle in a fully operational/functional condition at all times.

2.11. Hours of Activity

- 2.11.1. Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance by the Airport Manager.

2.12. Security

- 2.12.1. Operator shall fully comply with the security policies and procedures as specified in the Airport Security Program (ASP).
- 2.12.2. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport Security Coordinator including the name of the primary and secondary contacts and 24-hour telephone numbers for both contacts.

GENERAL REQUIREMENTS

- 2.12.3. Operator shall develop and maintain a written Security Plan which shall include, at a minimum, the following elements:
 - 2.12.3.1. Procedures for securing facilities, Vehicles, Equipment, and Aircraft during hours of operation and after hours.
 - 2.12.3.2. Employee background checks as required by the ASP and security awareness training including procedures for reporting suspicious personnel or situations to the proper law enforcement agencies.
 - 2.12.3.3. Customer, visitor, and baggage identification.
 - 2.12.3.4. Procedures for preventing tampering of Aircraft.
 - 2.12.3.5. Procedures for handling threats by phone and in person.
 - 2.12.3.6. Procedures for controlling access to Operator's Leased Premises and ensuring that Vehicles and personnel allowed to access through Operator's access point(s) are authorized and properly identified, or they are under an escort approved by the Airport Security Coordinator or other approved method of control, as established by the Airport Security Coordinator.
 - 2.12.3.7. Procedures for securing unattended Aircraft.
 - 2.12.3.8. Procedures prohibiting passengers or baggage from being left unattended in or near Aircraft, within the public-restricted areas of the Airport (Air Operations Area), or within the Security Identification Display Area (SIDA).
 - 2.12.3.9. Procedures for transient flight crew members and passengers including:
 - 2.12.3.9.1. Ensuring proper escort or other method of control approved by the Airport Security Coordinator.
 - 2.12.3.9.2. Crewmember contact information and verification procedures.
 - 2.12.3.9.3. Verification of pilot's certificate and government-issued photo ID for flight crewmembers.
 - 2.12.3.10. Vendor procedures including:
 - 2.12.3.10.1. Positive identification of all vendors having access to the Leased Premises.
 - 2.12.3.10.2. Security check-in procedures for all vendors.
 - 2.12.3.10.3. Procedures for ensuring all vendors are aware of security requirements for the Operator's facility.
- 2.12.4. Operator's Security Plan shall be submitted to the Airport Security Coordinator for review and approval no later than 30 days before Operator commences Activities at the Airport (and it shall be resubmitted any time changes are made).
- 2.12.5. Operator shall maintain and secure Operator's fencing, doors, gates, and locks at all times.
- 2.12.6. Aircraft Rental and Flight Instruction Operators must positively identify new students and renter pilots.

- 2.12.7. All Operators are required to keep an active log of keys, access cards, and other media issued that allows access to Operator's Leased Premises or identifies authorized persons. The log shall be made available to the Airport Security Coordinator upon request, and any lost or stolen access/identification media shall be reported to the Airport Security Coordinator immediately.
- 2.12.8. All Operators must comply with all applicable reporting requirements (as established by the Airport Commission, FAA, TSA, and law enforcement Agencies).

2.13. Insurance

- 2.13.1. Operator shall procure, maintain, and pay premiums during the term of an Agreement or Permit for insurance policies required by Regulatory Measures and the types and minimum limits set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for each Activity. The insurance company or companies underwriting the required policies shall be licensed (with a Best rating of A-7) or authorized to write such insurance in the Commonwealth of Massachusetts.
 - 2.13.1.1. When coverages or limits set forth in Attachment A are not commercially available, appropriate replacement coverages or limits must be approved, in advance, by the Airport Commission.
- 2.13.2. When Operator engages in more than one Activity, the minimum limits shall be established by the Airport Commission and may vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative in all instances. While it may not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Airport Commission.
- 2.13.3. All insurance, which Operator is required to carry and keep in force, shall name Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as additional insured.
- 2.13.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 2.13.4.1. "Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of Activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers shall be excess of Operator's and shall not contribute with it."

- 2.13.4.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
- 2.13.4.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Barnstable Municipal Airport's Airport Manager."
- 2.13.5. Certificates of Insurance for the insurance required by Regulatory Measures and set forth by these Minimum Standards for each Activity shall be delivered to the Airport Manager upon execution of any Agreement, Permit, or approval. Operator shall furnish additional Certificates of Insurance 30 days prior to any changes in coverage. Current proof of insurance shall be continually provided to the Airport Manager, including upon renewal, throughout the term of the Agreement or Permit.
- 2.13.6. The limits stipulated herein for each Activity represent the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Airport. Operators are encouraged to secure higher policy limits.
- 2.13.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall hold the Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission harmless in the event of any claims or litigation arising out of its Activities at the Airport. Such evidence shall be reviewed and approved in writing by the Airport Commission.
- 2.13.8. Operator shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the Airport Commission.
- 2.13.9. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage limits appropriate for the type and level of environmental contamination exposure risk.

2.14. Indemnification and Hold Harmless

- 2.14.1. Operator shall defend, indemnify, save, protect, and hold harmless Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers as a

result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Massachusetts principles of comparative fault.

- 2.14.2. The Operator shall accept total responsibility, indemnify, and hold harmless the Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by Operator, its employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.
- 2.14.3. Nothing herein shall constitute a waiver of any protection available to the Town of Barnstable, the Barnstable Municipal Airport, and the Town of Barnstable Airport Commission, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers under any acts or statutory provisions of the Commonwealth of Massachusetts.

2.15. Taxes

- 2.15.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency associated with Operator's Leased Premises (land and/or Improvements), Operator's Improvements on Leased Premises, and/or Operator's Activities.

2.16. Multiple Activities

- 2.16.1. When more than one Activity is conducted by an Operator at the Airport, the minimum standards shall be established by the Airport Commission.
- 2.16.2. Depending upon the nature of the combined Activities, the minimum standards shall not be:
 - 2.16.2.1. less than the highest standard for each element (e.g., land, hangar, office, shop, etc.) within the combined Activities, or
 - 2.16.2.2. greater than the cumulative standards for all of the combined Activities.

3. FIXED BASE OPERATOR

3.1. Introduction

- 3.1.1. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities at the Airport to include, at a minimum, the following Activities: Avgas and Aircraft lubricants; passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; Paved Tiedown; and Aircraft Parking.
- 3.1.2. In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section 3.

3.2. Scope of Activity

- 3.2.1. FBO's products and services shall include the following:
 - 3.2.1.1. Avgas and Aircraft Lubricants
 - 3.2.1.1.1. FBO shall deliver and dispense, upon request, Avgas and Aircraft lubricants into all General Aviation Aircraft frequenting the Airport.
 - 3.2.1.1.2. FBO shall provide a response time of no more than 15 minutes during required hours of activity (with the exception of situations beyond the control of the FBO).
 - 3.2.1.2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities associated with Group I and Group II Piston Aircraft
 - 3.2.1.2.1. FBO shall meet, direct, and park all Aircraft arriving on FBO's Leased Premises.
 - 3.2.1.2.2. FBO shall provide courtesy transportation, utilizing FBO's Vehicle(s), for passengers, crew, and baggage, as necessary.
 - 3.2.1.2.3. FBO shall provide parking and Tiedown of Aircraft upon the FBO's Leased Premises.
 - 3.2.1.2.4. FBO shall provide arrival and departure services for Aircraft using FBO's Leased Premises including crew and passenger baggage handling.
 - 3.2.1.2.5. FBO shall provide oxygen and compressed air services.
 - 3.2.1.2.6. FBO shall provide an Aircraft ground power unit.
 - 3.2.1.2.7. FBO shall provide aircraft cleaning services.
 - 3.2.1.2.8. FBO shall make available crew and passenger ground transportation arrangements (Limousine, shuttle, and rental car).
 - 3.2.1.2.9. FBO shall make available Aircraft catering arrangements.
 - 3.2.1.3. Aircraft Maintenance
 - 3.2.1.3.1. FBO shall provide Aircraft Maintenance (as defined in 14 CFR Part 43) for Group I and Group II Piston Aircraft.
 - 3.2.1.3.2. FBO shall engage in the sale of Aircraft parts and accessories.

- 3.2.1.3.3. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee who meets the minimum standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.

3.3. Leased Premises

- 3.3.1. FBO shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities (hangars, terminal, maintenance, and Fuel storage), and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of FBO and all approved Sublessees, but not less than the following:
 - 3.3.1.1. Contiguous Land – two (2) acres (87,120 square feet), upon which all required Improvements including Apron, Paved Tiedown, facilities, and Vehicle Parking shall be located.
 - 3.3.1.2. Apron – one (1) acre (43,560 square feet), with a weight bearing capacity adequate to accommodate Aircraft handled or serviced by FBO.
 - 3.3.1.3. Paved Tiedown (exclusive of Apron) – adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space at the FBO's Leased Premises, but not less than ten (10) Paved Tiedown spaces.
 - 3.3.1.4. Facilities – 7,000 square feet (total) consisting of the following:
 - 3.3.1.4.1. Terminal space – 2,000 square feet
Customer area shall be at least 1,250 dedicated square feet to include adequate space for crew and customer lounge(s), flight planning room, conference room, public use telephones, and restrooms.
Administrative area shall be at least 750 dedicated square feet to include adequate space for employee offices/work areas and storage.
 - 3.3.1.4.2. Maintenance area – 5,000 square feet
Maintenance customers shall have immediate access to FBO's customer lounge, public use telephones, and restrooms.
Administrative area for Maintenance operations shall be at least 250 dedicated square feet to include adequate space for Maintenance Employee offices/work areas.
Maintenance area shall be at least 250 dedicated square feet to include adequate space for Maintenance Employee work areas, shop areas, and storage for Aircraft parts and equipment.
Maintenance hangar area shall not be less than 4,500 square feet (on a standalone basis or within another structure) capable of accommodating the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance as described in 14 CFR Part 43).

3.4. Fuel Storage

- 3.4.1. 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 Layout Plan, or other land use plan and approved by the Airport Commission.
- 3.4.2. Fuel storage facility shall have total capacity for three days peak supply of Avgas for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
 - 3.4.2.1. 10,000 gallons for Avgas storage
 - 3.4.2.2. FBO shall have adequate storage, with appropriate secondary containment, for waste Fuel or test samples
- 3.4.3. FBO shall, at its sole cost and expense, maintain the Fuel storage facility, all Improvements thereon, and all appurtenances thereto, in a clean, neat, orderly, and fully operational/functional condition consistent with good business practice and equal or better than in appearance and character to other similar Improvements on the Airport.
- 3.4.4. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of Avgas in the quantities that are necessary to meet the requirements set forth herein.
- 3.4.5. FBO shall have a written Spill Prevention, Control and Countermeasures Plan ("SPCC Plan") that meets Regulatory Measures for Fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing any fueling operations.
- 3.4.6. FBO shall be liable and indemnify the Town and the Airport Commission for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
- 3.4.7. Fuel delivered/dispensed by FBO shall meet quality specifications as outlined in ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the responsibility of the FBO.
- 3.4.8. FBO shall report all Fuel delivered to the FBO, including total gallonage by type and make, during each calendar month and submit a summary along with appropriate fees and charges due the Airport Commission on or before the 15th day of the subsequent month.
- 3.4.9. FBO shall maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the Airport Commission or representatives of the Town. In the case of a discrepancy, FBO shall promptly pay, in cash, all additional rates, fees, and charges due the Airport Commission, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

3.5. Fueling Equipment

- 3.5.1. FBO shall have two (2) Avgas Refueling Vehicles each having a capacity of at least 750 gallons.
 - 3.5.1.1. An FBO may have only one Avgas Refueling Vehicle if FBO has a written agreement with another (separate) FBO at the Airport to provide Avgas Fueling services at times when the FBO's Refueling Vehicle is unavailable or unable to meet the required response time.

- 3.5.1.1.1. Agreement must be on file with the Airport Manager.
- 3.5.2. Aircraft Refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. All Refueling Vehicles shall be bottom loaded.
- 3.5.3. Each Fueling Equipment 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:
 - 3.5.3.1. Commonwealth of Massachusetts Fire Code;
 - 3.5.3.2. National Fire Protection Association (NFPA) Codes (including, but not limited to NFPA 407);
 - 3.5.3.3. United States Environmental Protection Agency (EPA);
 - 3.5.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
 - 3.5.3.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".

3.6. Equipment

- 3.6.1. FBO shall have the following equipment:
 - 3.6.1.1. Adequate Equipment for recharging or energizing discharged Aircraft batteries
 - 3.6.1.2. Adequate equipment for securing Aircraft on the Apron including ropes, chains, and other types of Aircraft restraining devices and wheel chocks which are required to safely secure Aircraft as described in FAA Advisory Circular 20-35C
 - 3.6.1.3. One (1) oxygen cart and one (1) compressed air unit
 - 3.6.1.4. One (1) courtesy vehicle properly licensed and registered in the Commonwealth of Massachusetts (capable of accommodating seven passengers) to provide transportation of passengers, crews, and baggage to and from destinations on the Airport and local area resorts, hotels, and restaurants
 - 3.6.1.5. One (1) ramp transportation vehicle to provide transportation of passengers and baggage between the FBO's terminal building and Aircraft
 - 3.6.1.6. One (1) Aircraft tug (and tow bar) with a rated draw bar capacity sufficient to meet the towing requirement of the heaviest Group I or Group II Piston Aircraft frequenting the Airport
 - 3.6.1.7. One (1) ground power unit capable of providing electricity to direct current (DC) powered Aircraft
 - 3.6.1.8. Spill kits including the necessary equipment and materials to contain a Fuel spill and keep it from flowing into drains or other areas
 - 3.6.1.9. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on all Apron areas, at all Fuel storage facilities, and on all ground handling and Refueling Vehicles

- 3.6.1.10. All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications

3.7. Personnel

- 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed with the exception of management and administrative personnel. Uniforms shall identify the name of the FBO, and the employee shall present a clean, neat, and professional appearance at all times.
- 3.7.2. 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 associated record keeping, and emergency response procedures to Fuel spills and fires. FBO's SOP shall also address: regular safety inspections, 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 the Airport Manager no later than 30 days before the FBO commences Activities at the Airport (and it shall be resubmitted anytime changes are made).
- 3.7.3. FBO shall have one (1) properly trained and qualified Employee, on each shift, providing Aircraft Fueling, Parking, and ground services and support.
 - 3.7.3.1. Employee shall have been trained in an FAA approved fire safety training program (14 CFR Part 139.321).
- 3.7.4. FBO shall have one (1) properly trained and qualified Employee, on each shift, to provide customer service and support.
- 3.7.5. FBO (or approved Sublessee) shall have one (1) Airframe and Powerplant Mechanic properly trained and qualified to perform Aircraft Maintenance on Group I and Group II Piston Aircraft frequenting the Airport.

3.8. Hours of Activity

- 3.8.1. 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 general public for this Activity between the hours of 6:00 a.m. and 9:00 p.m. Memorial Day through Labor Day seven days a week (including the holidays) and between 7:00 a.m. and 7:00 p.m. seven days a week (including holidays) during the remainder of the year.
 - 3.8.1.1. These services shall also be available all other times (after hours), on-call, with a response time not to exceed 60 minutes.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the general public for this Activity between the hours of 8:00 a.m. and 5:00 p.m. five days a week.
 - 3.8.2.1. Aircraft Maintenance shall be available all other times (after hours), on-call, with response time not to exceed 60 minutes.

3.9. Aircraft Removal

- 3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft Owner/Operator, the FBO shall be prepared to lend assistance within 30 minutes upon request by either the Airport Manager or the Aircraft Owner 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 the Group I and Group II Piston Aircraft frequenting the Airport.

3.10. Insurance

- 3.10.1. FBO shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1. Introduction

- 4.1.1. 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.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 4.
- 4.1.3. FBOs shall comply with the minimum standards set forth in Section 3 associated with Aircraft Maintenance.

4.2. Leased Premises

- 4.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:

	Groups I and II Piston Aircraft	Groups I and II Turboprop Aircraft	Groups I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	14,000 SF	22,500 SF	30,000 SF	43,560 SF
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF	300 SF
Maintenance Area	250 SF	500 SF	750 SF	1,000 SF
Hangar	4,500 SF	7,500 SF	10,000 SF	15,000 SF

- 4.2.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 4.2.1.2. Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 4.2.1.2.1. Customer area shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
 - 4.2.1.2.2. Administrative area shall include adequate and dedicated space for employee offices/work areas and storage.
 - 4.2.1.2.3. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
 - 4.2.1.2.4. 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 as described in 14 CFR Part 43), whichever is greater.

4.3. Licenses and Certification

- 4.3.1. An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall be properly certificated as an FAA Repair Station, as defined by 14 CFR Part 145.
- 4.3.2. All Operators' personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

4.4. Personnel

- 4.4.1. 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.
 - 4.4.1.1. An Operator conducting Group I and Group II Piston Aircraft Maintenance shall employ one (1) Airframe and Powerplant Mechanic and one (1) customer service representative as Employees (on each shift).
 - 4.4.1.1.1. An Airframe and Powerplant Mechanic may fulfill the responsibilities of the customer service representative unless the mechanic is performing duties off Airport.
 - 4.4.1.2. An Operator conducting Turboprop or Turbojet Aircraft Maintenance shall employ two (2) Airframe and Powerplant Mechanic and one (1) customer service representative as Employees (on each shift).
 - 4.4.1.2.1. An Airframe and Powerplant Mechanic may fulfill the responsibilities of the customer service representative unless the mechanic is performing duties off Airport.
 - 4.4.1.3. Operators providing 100 hour, annual, or phase inspections shall employ an Airframe and Powerplant Mechanic certified as an IA (Inspection Authority).

4.5. Equipment

- 4.5.1. If conducting Turboprop or Turbojet Aircraft Maintenance, 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.
- 4.5.2. Equipment requirements include tugs, tow bars, jacks, dollies, and other equipment, supplies, and parts required to perform the Activity.

4.6. Hours of Activity

- 4.6.1. Operator shall be open and services shall be available to meet reasonable demands of the general public for this Activity, at least five days a week, eight hours a day and available all other times (after hours), on-call, with response time not to exceed 60 minutes.

4.7. Insurance

- 4.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

5.1. Introduction

- 5.1.1. 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).
- 5.1.2. In addition to the General Requirements set forth in Section 2, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section 5.

5.2. Leased Premises

- 5.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative.

- 5.2.1.1. For Operators performing just benchwork (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:

	Groups I and II Piston Aircraft	Groups I and II Turboprop Aircraft	Groups I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	10,890 SF	10,890 SF	10,890 SF	10,890 SF
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF	300 SF
Maintenance Area	250 SF	500 SF	750 SF	1,000 SF

- 5.2.1.2. For Operators performing services beyond benchwork (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:

	Groups I and II Piston Aircraft	Groups I and II Turboprop Aircraft	Groups I and II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	14,000 SF	22,500 SF	30,000 SF	43,560 SF
Customer Area (Lessee)	400 SF	400 SF	400 SF	400 SF
Customer Area (Sublessee)	Accessible	Accessible	Accessible	Accessible
Administrative Area	300 SF	300 SF	300 SF	300 SF
Maintenance Area	250 SF	500 SF	750 SF	1,000 SF
Hangar	4,500 SF	7,500 SF	10,000 SF	15,000 SF

- 5.2.1.3. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 5.2.1.4. Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.
 - 5.2.1.4.1. Customer area shall include adequate space for customer lounge, public use telephone, and restrooms.

- 5.2.1.4.2. Administrative area shall include adequate and dedicated space for employee offices/work areas and storage.
- 5.2.1.4.3. Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts and equipment.
- 5.2.1.4.4. 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 instrument maintenance, and/or removal and replacement services, whichever is greater.

5.3. Licenses and Certifications

- 5.3.1. An Operator performing avionics or instrument maintenance on Group I and/or Group II Turboprop or Turbojet Aircraft shall be properly certificated as an FAA Repair Station, as defined by 14 CFR Part 145.
- 5.3.2. Personnel shall be properly certificated by the FAA and FCC, current, and hold the appropriate ratings and medical certification for the work being performed.

5.4. Personnel

- 5.4.1. 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.
 - 5.4.1.1. Operator shall employ one (1) technician (avionics technician and/or instrument technician, as applicable) and one (1) customer service representative as Employees (on each shift).
 - 5.4.1.1.1. Technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off-Airport.

5.5. Equipment

- 5.5.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts to safely accommodate its largest serviced Aircraft.

5.6. Hours of Activity

- 5.6.1. Operator shall be open and services shall be available to meet the reasonable demands of the general public for this Activity five days a week, eight hours a day and available all other times (after hours), on-call, with response time not to exceed 60 minutes.

5.7. Insurance

- 5.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

6.1. Introduction

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- 6.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public.
 - 6.1.2.1. A person holding a current FAA flight instructor's certificate, who gives occasional flight instruction (does not make flight instruction available to the general public) to an owner of an Aircraft in the owner's Aircraft, shall not be deemed a Commercial Activity.
- 6.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Rental or Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section 6.

6.2. Leased Premises

- 6.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 6.2.1.1. Contiguous Land (Lessee only, with hangar requirement) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 6.2.1.2. Contiguous Land (Lessee only, without hangar requirement) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 6.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four (4) Aircraft having a minimum wingspan of 40 feet.
 - 6.2.1.3.1. If Operator utilizes a hangar for the storage of Aircraft in the Operator's inventory at the Airport, no Paved Tiedowns will be required.
 - 6.2.1.4. 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.
 - 6.2.1.4.1. Customer area (Lessee) shall be at least 800 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
 - 6.2.1.4.2. Customer area (Sublessee) shall be at least 250 square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge, public use telephone, and restrooms.
 - 6.2.1.4.3. Administrative area shall be at least 250 square feet to include adequate and dedicated space for employee offices/work areas and storage.

- 6.2.1.4.4. 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.
- 6.2.1.4.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- 6.2.1.4.6. 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.

6.3. Licenses and Certifications

- 6.3.1. 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.
 - 6.3.1.1. Flight Training Operators shall have at least one (1) flight instructor with the appropriate ratings and medical certification to provide flight instruction.

6.4. Personnel

- 6.4.1. 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 general public seeking such services.
 - 6.4.1.1. Operator shall employ one (1) flight instructor and one (1) customer service representative as Employees to be available during required Hours of Activity (see Section 6.6).
 - 6.4.1.2. Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot, commercial pilot, and instrument rating.
 - 6.4.1.3. For Aircraft Rental Operators and/or Flight Training Operators, one of the required flight instructors may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-Airport.

6.5. Equipment

- 6.5.1. Operator shall have available for rental or use in Flight Training, either owned by or under written lease to Operator and under the full and exclusive control of Operator, no less than one (1) properly certified and currently airworthy Aircraft equipped for and fully capable of flight under instrument conditions.
- 6.5.2. Flight Training Operators shall provide, at a minimum, adequate mock-ups and/or still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.

6.6. Hours of Activity

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

6.7. Insurance

- 6.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.
- 6.7.2. Disclosure Requirement: Any Operator conducting Aircraft rental or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Airport Manager.

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1. Introduction

- 7.1.1. 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).
- 7.1.2. 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 to the general public.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter Operator and Aircraft Management Operator at the Airport shall comply with the following minimum standards set forth in this Section 7.

7.2. Leased Premises

- 7.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 7.2.1.1. Contiguous Land (Lessee only, with hangar requirement) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 7.2.1.2. Contiguous Land (Lessee only, without hangar requirement) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 7.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four (4) Aircraft having a minimum wingspan of 40 feet.
 - 7.2.1.3.1. If Operator utilizes a hangar for the storage of Aircraft in the Operator's inventory at the Airport, no Paved Tiedowns will be required.
 - 7.2.1.4. 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 following minimum standards for an Aircraft Maintenance Operator.
 - 7.2.1.4.1. Customer area (Lessee) shall be at least 400 square feet to include adequate space for customer lounge, public use telephone, and restrooms.
 - 7.2.1.4.2. Customer area (Sublessee): Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - 7.2.1.4.3. Administrative area shall be at least 250 square feet and shall include adequate and dedicated space for employee offices/work areas and storage.
 - 7.2.1.4.4. 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.

- 7.2.1.4.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- 7.2.1.4.6. 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.

7.3. Licenses and Certifications

- 7.3.1. Aircraft Charter Operators shall have and provide copies to the Airport Manager of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation (reflecting the changes) shall be immediately provided to the Airport Manager.
- 7.3.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for the Activity.

7.4. Personnel

- 7.4.1. 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 general public seeking such services.
 - 7.4.1.1. Aircraft Charter Operator shall employ one (1) chief pilot, one (1) pilot (who may serve as the chief pilot), and one (1) customer service representative as Employees (on each shift).
 - 7.4.1.1.1. The pilot may fulfill the responsibilities of the customer service representative unless the pilot is performing duties off-Airport
 - 7.4.1.2. Aircraft Management Operator shall employ one (1) customer service representative as an Employee (on each shift).

7.5. Equipment

- 7.5.1. Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, one (1) certified and continuously airworthy (instrument-qualified) Aircraft.

7.6. Hours of Activity

- 7.6.1. Operator's services shall be available to meet the reasonable demands of the public for this Activity. Operator's on-call response time to customer inquiries shall not exceed 60 minutes.

7.7. Insurance

- 7.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

8. AIRCRAFT SALES OPERATOR (SASO)

8.1. Introduction

- 8.1.1. 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.
- 8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section 8.

8.2. Leased Premises

- 8.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
 - 8.2.1.1. Contiguous Land (Lessee only, with hangar requirement) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 8.2.1.2. Contiguous Land (Lessee only, without hangar requirement) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
 - 8.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate four (4) Aircraft having a minimum wingspan of 40 feet.
 - 8.2.1.3.1. If Operator utilizes a hangar for the storage of Aircraft in the Operator's inventory at the Airport, no Paved Tiedowns will be required.
 - 8.2.1.4. 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.
 - 8.2.1.4.1. Customer area (Lessee) shall be at least 400 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.
 - 8.2.1.4.2. Customer area (Sublessee): Customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - 8.2.1.4.3. Administrative area shall be at least 250 square feet and shall include adequate and dedicated space for employee offices/work areas and storage.
 - 8.2.1.4.4. Hangar area (Lessee), if required, shall be at least 2,500 square feet or large enough to accommodate the largest Aircraft in Operator's inventory at the Airport maintained by Operator, whichever is greater.
 - 8.2.1.4.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's inventory at the Airport maintained by Operator.

- 8.2.1.4.6. 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.

8.3. Dealership

- 8.3.1. An Operator which is an authorized factory sales franchise, dealer, or distributor, either on a retail or wholesale basis, shall have available or shall make available (with advance notice) at least one (1) current model demonstrator of Aircraft in each of its authorized product lines.

8.4. Licenses and Certifications

- 8.4.1. 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.

8.5. Personnel

- 8.5.1. 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 demands of the general public for this Activity.
 - 8.5.1.1. Operator shall employ one (1) current commercial pilot and one (1) customer service representative as Employees (on each shift)
 - 8.5.1.1.1. The Operator may fulfill the responsibilities of the commercial pilot and/or customer service representative.
 - 8.5.1.1.2. The commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off Airport.

8.6. Equipment

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

8.7. Hours of Activity

- 8.7.1. Operator's services shall be available to meet the reasonable demands of the general public for this Activity. Operator's on-call response time to customer inquiries shall not exceed 60 minutes.

8.8. Insurance

- 8.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.

9. AIRCRAFT STORAGE OPERATOR (SASO)

9.1. Introduction

- 9.1.1. An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of Subleasing (to the general public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- 9.1.2. In addition to the General Requirements set forth in Section 2, each Commercial Aircraft Storage Operator at the Airport shall comply with the following minimum standards set forth in this Section 9.

9.2. Scope of Activity

- 9.2.1. Operator shall use the Leased Premises for the purpose of: engaging in Subleasing of Aircraft storage facilities and associated office and shop space (as an Aircraft Storage Operator).

9.3. Leased Premises

- 9.3.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(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 II Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous Land	21,780 SF	21,780 SF	21,780 SF	28,000 SF	42,000 SF
Hangar	5,000 SF	6,500 SF	7,500 SF	10,000 SF	15,000 SF

- 9.3.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 9.3.1.2. The development of hangar(s) shall be limited to the following types of hangar structures:
 - 9.3.1.2.1. a single structure of not less than 2,500 square feet, completely enclosed or
 - 9.3.1.2.2. 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.

9.4. Hours of Activity

- 9.4.1. Operator shall ensure that facilities are available for use (and readily accessible) by Sublessees seven days a week (including holidays), 24 hours a day.

9.5. Insurance

- 9.5.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.

10. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

10.1. Introduction

- 10.1.1. This section pertains to other Commercial Aeronautical SASOs engaging in limited and specialized Aircraft services and support Activities (described in Section 10.1.1.1), miscellaneous Commercial services and support Activities (described in Section 10.1.1.2), or other air transportation services for hire (described in Section 10.1.1.3).
- 10.1.1.1. **Limited Aircraft Services and Support** - are defined as limited and specialized Aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related (miscellaneous) Aircraft services and support Activities.
- 10.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as ground schools, simulator training, scheduling and dispatching (flight coordination and aircrew management), or any other related (miscellaneous) Commercial services and support Activities.
- 10.1.1.3. **Other Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related (miscellaneous) air transportation services for hire.
- 10.1.2. In addition to the General Requirements set forth in Section 2, each of the SASOs described in Section 10.1.1 at the Airport shall comply with the following minimum standards set forth in this Section 10.

10.2. Leased Premises

- 10.2.1. Operator engaging in this Activity shall have adequate land (see Section 2.5.1), Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Operator and all approved Sublessee(s), but not less than the following:
- 10.2.1.1. Contiguous Land (Lessee only, with hangar requirement) – one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
- 10.2.1.2. Contiguous Land (Lessee only, without hangar requirement) – one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle Parking shall be located.
- 10.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be required and adequate to accommodate four (4) Aircraft having a minimum wingspan of 40 feet if Operator's Activities include the operation or handling of Aircraft on their Leased Premises.
- 10.2.1.3.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, no Paved Tiedowns will be required.

- 10.2.1.4. 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.
 - 10.2.1.4.1. Customer area (Lessee) shall be at least 400 square feet and shall include adequate space for customer lounge, public use telephone, and restrooms.
 - 10.2.1.4.2. Customer area (Sublessee): If appropriate, customers shall have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
 - 10.2.1.4.3. 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.
 - 10.2.1.4.4. 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.
 - 10.2.1.4.5. Hangar area (Sublessee), if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
 - 10.2.1.4.6. 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.
- 10.2.2. If an Operator is located off of the Airport and is conducting Activities on the Airport that require the use of ramp and/or hangar, the Operator shall have an agreement with an approved FBO and/or SASO to utilize their ramp and/or hangar to conduct such Activities.
 - 10.2.2.1. A copy of the agreement with the approved FBO and/or SASO shall be provided to the Airport Manager prior to the Operator conducting any Activities on the Airport.

10.3. Licenses and Certifications

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

10.4. Personnel

- 10.4.1. 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 general public seeking such services.

10.5. Equipment

- 10.5.1. 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 (1) continuously airworthy Aircraft.
- 10.5.2. Operator shall have sufficient supplies and parts available to support the Activity.

10.6. Hours of Activity

- 10.6.1. Operator shall be open and services shall be available during the hours maintained by entities engaging in the same, similar, or competitive Activities at the Airport.

10.7. Insurance

- 10.7.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

11. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

11.1. Introduction

- 11.1.1. The Airport Commission recognizes that Aircraft Operators using the Airport may (from time to time) have specialized service requirements (i.e. Aircraft Maintenance and/or Flight Training). When specialized assistance is required, but is not available at the Airport through existing Operators due to the specialized nature of the service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the Airport Manager may allow an Aircraft Operator to solicit and utilize the services of a qualified entity to provide said services.
- 11.1.2. In addition to the General Requirements set forth in Section 2, each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in this Section 11.

11.2. Scope of Activity

- 11.2.1. Temporary Specialized Aviation Service Operator shall conduct Activity on and from the Leased Premises of the Aircraft Operator in a first-class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products and services and engaging in similar Activities.

11.3. Commercial Aeronautical Activity Permit

- 11.3.1. On behalf of the Temporary Specialized Aviation Service Operator, the Aircraft Operator shall submit a written request to the Airport Manager indicating the desired specialized services be performed, the timeframe for the execution of the services, and the Temporary Specialized Aviation Service Operator to provide the services.
- 11.3.2. Temporary Specialized Aviation Service Operator shall obtain a Commercial Aeronautical Activity Permit approved by the Airport Manager for a specific period of time (typically no more than 30-days) prior to engaging in Activity on the Airport.
 - 11.3.2.1. Renewal shall be subject to the Temporary Specialized Aviation Service Operator's compliance with all the terms and conditions of the approved Commercial Aeronautical Activity Permit.
- 11.3.3. Temporary Specialized Aviation Service Operator shall comply with all requirements for the permitted Activities and limit service provided to the entity, area, and timeframe identified in the approved Commercial Aeronautical Activity Permit.
- 11.3.4. Aircraft Operators requiring after-hour or weekend service by a Temporary Specialized Aviation Service Operator must notify Airport Operations prior to the Temporary Specialized Aviation Service Operator engaging in Activities on the Airport.
- 11.3.5. Aircraft Operator is responsible for assuring compliance of all Regulatory Measures by the Temporary Specialized Aviation Service Operator while on the Airport.

11.4. Licenses and Certifications

- 11.4.1. Temporary Specialized Aviation Service Operator shall have and provide to the Airport Manager evidence of all Agency licenses and certificates that are required.

11.5. Insurance

- 11.5.1. Temporary Specialized Aviation Service Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A – Minimum Insurance Requirements.

12. COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

12.1. Application

- 12.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport (whether they are located on the Airport or off of the Airport) shall submit a completed Commercial Aeronautical Activity Permit to, and receive approval from, the Airport Commission prior to conducting desired Activity(ies).
- 12.1.2. The Applicant shall submit all of the information requested on the Commercial application and thereafter shall submit any additional information that may be required or requested by the Airport Manager in order to properly and fully evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable qualifications and experience, past and current financial results (performance), condition, and capacity (as evidenced by historical and current financial statements), references, etc.
- 12.1.3. No application will be deemed complete that does not provide the Airport Manager with the information, data, and/or documentation necessary to allow the Airport Manager and Airport Commission to make a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan.
- 12.1.4. Following review and approval by the Airport Manager and the Airport Commission, the Commercial Aeronautical Activity Permit will be signed by the Airport Manager.
 - 12.1.4.1. A copy of the signed and approved Commercial Aeronautical Activity Permit will be provided to the Applicant.

12.2. Approved Commercial Aeronautical Activity Permit

- 12.2.1. Commercial Aeronautical Activities
 - 12.2.1.1. The approved Commercial Aeronautical Activity Application/Permit will be valid for the time period indicated on the approved Commercial Aeronautical Activity Permit (typically for the duration of a Lessee's Agreement, one year for Sublessees, and less than one year for temporary Operators) as long as the Operator meets the following requirements:
 - 12.2.1.1.1. The information submitted in the application is current. The Operator shall notify the Airport Manager in writing within 15 days of any change to the information contained in the application.
 - 12.2.1.1.2. The Operator is in compliance with all applicable Regulatory Measures and the terms and conditions of the approved Commercial Aeronautical Activity Permit.
 - 12.2.1.2. The approved Commercial Aeronautical Activity Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies).

12.2.1.3. For Lessees, the approved Commercial Aeronautical Activity Permit shall be appended to their Agreement and become a material part thereof. The breach of any portion of the approved Commercial Aeronautical Activity Permit by Operator shall be deemed a material breach of any associated Agreement allowing the Airport Commission the option to terminate the Agreement and/or the approved Commercial Aeronautical Activity Permit.

12.3. Existing Operator with an Existing Agreement or Permit

12.3.1. No Change in Scope of Activities

12.3.1.1. An existing Operator with an existing Agreement or Permit may engage in the Activities permitted under the Agreement or Permit without submitting an application for Commercial Aeronautical Activity Permit provided that the Operator is in compliance with all the terms and conditions of the Agreement or Permit and all applicable Regulatory Measures.

12.3.2. Change in Scope of Activities

12.3.2.1. Prior to engaging in any Activity not permitted under the Agreement or Permit or changing or expanding the scope of the Activities permitted under the Agreement or Permit, the Operator shall submit a completed Commercial Aeronautical Activity Application/Permit to, and receive approval from, the Airport Commission prior to conducting Activity(ies) not permitted under the Agreement or Permit.

12.4. Non-Commercial Operators

12.4.1. A Commercial Aeronautical Activity Permit is not required for Non-Commercial Operators. However, the Operator shall comply with all terms and conditions of any Agreement or Permit with the Airport Commission and all applicable Regulatory Measures.

13. NON-COMMERCIAL HANGAR OPERATOR

13.1. Introduction

- 13.1.1. A Non-Commercial Hangar Operator is an entity that develops, constructs, and/or owns a hangar(s) for the primary purpose of storing Aircraft used for Non-Commercial purposes only.
- 13.1.2. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section 13.

13.2. Scope of Activity

- 13.2.1. Non-Commercial Hangar Operator shall use the Leased Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Non-Commercial purposes only.
 - 13.2.1.1. Non-Commercial Hangar Operator shall provide the Airport Manager with a copy of the Aircraft lease.
 - 13.2.1.2. The Airport Manager will determine if the lease is Non-Commercial.
- 13.2.2. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 13.2.3. Non-Commercial Hangar Operator shall not be permitted to Sublease any land or Improvements on the Leased Premises for any purpose whatsoever.

13.3. Leased Premises

- 13.3.1. Non-Commercial Hangar Operator engaging in this Activity shall have adequate land, Apron/Paved Tiedown (see Section 2.5.2), facilities, and Vehicle Parking (see Section 2.5.3) to accommodate all Activities of the Non-Commercial Hangar Operator, but not less than the following square footages, which are not cumulative:

	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	10,890 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

- 13.3.1.1. All required Improvements including Apron, facilities, and Vehicle Parking shall be located on Contiguous Land.
- 13.3.1.2. The development of Non-Commercial hangar(s) shall be limited to the following types of hangar structures:
 - 13.3.1.2.1. a single structure of not less than 2,500 square feet, completely enclosed or
 - 13.3.1.2.2. 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 Private Aircraft.

13.4. Ownership Structure

- 13.4.1. Hangar development may be accomplished by entities approved by the Airport Commission, including Associations.
 - 13.4.1.1. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual hangar, or an equal portion of the "common" hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,250 total square feet).
 - 13.4.1.2. All members/shareholders of the Association shall be declared to the Airport Manager 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 herein) as requested by the Airport Manager 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.
 - 13.4.1.3. 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.
 - 13.4.1.4. 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 by the Airport Manager, provide appropriate written confirmation of membership status or share ownership. All Association members/shareholders declared to the Airport Manager in accordance with paragraph 13.4.1.2 hereof shall remain jointly and severally liable to the Airport Commission for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the Airport Manager.

13.5. Insurance

- 13.5.1. Non-Commercial Hangar Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Attachment A - Minimum Insurance Requirements.

14. NON-COMMERCIAL SELF-FUELING PERMITTEE

14.1. Introduction

- 14.1.1. All entities desirous of Self-Fueling shall be accorded a reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit.
 - 14.1.1.1. Those entities that have Agreements granting them the rights to perform commercial Fueling (e.g., FBO) are not required to apply for a Non-Commercial Self-Fueling Permit.
- 14.1.2. This Section 14 sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- 14.1.3. In addition to the applicable General Requirements set forth in Section 2, each entity conducting Non-Commercial Self-Fueling activities at the Airport shall comply with the following minimum standards set forth in this Section 14.

14.2. Non-Commercial Self-Fueling Permit/Approval

- 14.2.1. No entity shall engage in Self-Fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been obtained from the Airport Commission. Such entities shall herein be referred to as “Non-Commercial Self-Fueling Permittees”.
- 14.2.2. The Non-Commercial Self-Fueling Permit shall not reduce or limit Non-Commercial Self-Fueling Permittee’s obligations with respect to these Self-Fueling standards, which shall be included in the Non-Commercial Self-Fueling Permit by reference.
- 14.2.3. Prior to issuance and subsequently upon request by the Airport Manager, Non-Commercial Self-Fueling Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and Fueled by Non-Commercial Self-Fueling Permittee.

14.3. Reporting

- 14.3.1. Non-Commercial Self-Fueling Permittee shall report all Fuel delivered to the approved Non-Commercial Self-Fueling Permittee’s Fuel storage facility during each calendar month and submit a summary report along with appropriate fees and charges due the Airport Commission on or before the 15th day of the subsequent month.
- 14.3.2. Non-Commercial Self-Fueling Permittee shall during the term of the Non-Commercial Self-Fueling Permit and for three (3) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the Airport Commission or representatives of the Town. In the case of a discrepancy, Non-Commercial Self-Fueling Permittee shall promptly pay, in cash, all additional rates, fees, and charges due the Airport Commission, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

14.4. Fuel Storage

- 14.4.1. Non-Commercial Self-Fueling Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:
 - 14.4.1.1. through either an authorized FBO at the Airport or
 - 14.4.1.2. in a centrally located Fuel storage area approved by the Airport Manager, the Airport Commission, and the Commonwealth's Fire Marshal.
 - 14.4.1.2.1. Operators authorized by the Airport Commission shall lease land and construct or install a Fuel storage facility in the centrally located Fuel storage area.
 - 14.4.1.2.2. In no event shall the total storage capacity be less than 10,000 gallons for Jet Fuel or 10,000 gallons for Avgas.
- 14.4.2. Fuel suppliers utilized by Operator must have a current and executed non-exclusive revocable fuel delivery permit on file with the Airport Manager.
- 14.4.3. Non-Commercial Self-Fueling Permittee shall be liable and indemnify the Airport Commission for all leaks, spills, or other damage that may result through the handling and dispensing of Fuel.
- 14.4.4. 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 Non-Commercial Self-Fueling Permittee.

14.5. Fueling Equipment

- 14.5.1. Non-Commercial Self-Fueling Permittee shall utilize a single Refueling Vehicle with a minimum capacity of 750 gallons for each type of Fuel to be dispensed. Avgas Refueling Vehicles shall have a maximum capacity of 1,200 gallons and Jet Refueling Vehicles shall have a maximum capacity of 3,000 gallons. All Refueling Vehicles shall be capable of bottom loading.
- 14.5.2. Each Refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements, standards, and Regulatory Measures including without limitation, those prescribed by:
 - 14.5.2.1. Commonwealth of Massachusetts Fire Code and local fire district;
 - 14.5.2.2. National Fire Protection Association (NFPA) Codes (including, but not limited to NFPA 407);
 - 14.5.2.3. Massachusetts Department of Health and Environment Oil Inspection Regulatory Section;
 - 14.5.2.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
 - 14.5.2.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport".
- 14.5.3. Prior to transporting Fuel onto the Airport, the Non-Commercial Self-Fueling Permittee shall provide the Airport Manager with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground Fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the Airport Manager at least 10 business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the Non-

Commercial Self-Fueling Permittee to clean up any potentially hazardous Fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Non-Commercial Self-Fueling Permittee would contain such a spill. This plan should also describe, in detail, what methods the Non-Commercial Self-Fueling Permittee intends to use to prevent any such spill from occurring.

- 14.5.4. In accordance with all applicable Regulatory Measures and appropriate industry practices, the Non-Commercial Self-Fueling Permittee shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing". The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to Refueling Vehicle storage areas, and (4) marking and labeling of Refueling Vehicles. The SOP shall be submitted to the Airport Manager not later than 10 business days before the Non-Commercial Self-Fueling Permittee commences Self-Fueling at the Airport.

14.6. Limitations

- 14.6.1. Non-Commercial Self-Fueling Permittees shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Non-Commercial Self-Fueling Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Non-Commercial Self-Fueling Permit by the Airport Manager.
 - 14.6.1.1. Revocation upon first violation will be for a period of one year.
 - 14.6.1.2. Revocation upon a second violation shall be permanent.

14.7. Insurance

- 14.7.1. Permittee shall maintain, at a minimum, the coverages and policy limits set forth in Attachment A – Minimum Insurance Requirements.

15. PRIVATE FLYING CLUB

15.1. Introduction and Minimum Standards

- 15.1.1. A Private Flying Club is an entity that is legally formed as a non-profit entity with the Commonwealth of Massachusetts, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
 - 15.1.1.1. Each Private Flying Club member (Owner) must have an ownership interest in Private Flying Club.
 - 15.1.1.2. Private Flying Club shall keep on file and available for review by the Airport Manager, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.
- 15.1.2. Private Flying Club shall keep current, file, and provide the Airport Manager with the following:
 - 15.1.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
 - 15.1.2.2. Roster of all officers and directors including home and business addresses and phone numbers.
 - 15.1.2.3. Designee responsible for compliance with these Minimum Standards and other Regulatory Measures.
- 15.1.3. Private Flying Club shall not be required to meet the minimum standards stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts membership from the general public and is not operated on a Commercial basis.
- 15.1.4. No member (owner) of a Private Flying Club shall receive Compensation (be paid) for services provided to the Private Flying Club or its members (owners) unless such member (owner) is an authorized/approved Operator. This does not include the provision of flight instruction relating to aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.
- 15.1.5. Private Flying Club Aircraft shall not be used by persons other than members (owners).
- 15.1.6. No member (owner) shall use Private Flying Club Aircraft in exchange for Compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club aircraft.

SECTION 16 –AIR FREIGHT OPERATIONS (SASO) (Approved by the BMAC on August 15, 2017)

16.1. Introduction

- 16.1.1. For purposes of this section, the terms Air Freight and Air Cargo may be used interchangeably. There are two categories in this section, Air Freight Facilities and Air Cargo Operators.
- 16.1.2. All items of cargo or freight, not accompanying a passenger on the same flight, shall be processed through an approved AOA located Freight Facility when available, or through an agreement with the Airport.

16.2. Air Freight Facility

16.2.1. Statement of Concept

- 16.2.1.1. Air Freight Facilities are persons, firms, or corporations that develop, construct, or lease property for the purposes of managing, developing, and/or providing leased storage space in connection with Air and/or Ground Cargo Transportation Services; and which shall be located within the AOA excluding the main passenger terminal, the SIDA and secured area.
- 16.2.1.2. The sorting and transfer of cargo shall either be done inside the hangar, or in a manner to avoid apron congestion and the dispersion of Foreign Object Debris (FOD) on the airfield.

16.2.2. Minimum Standards

- 16.2.2.1. If applicable, the operator must lease an area of not less than 3,000 square feet of ground area upon which they shall lease or construct a building of at least 2,000 square feet, with adequate proportionate space for storage and processing of freight, associated office space and customer service/reception area. Additionally, the building must have access to the landside and airside portions of the airport, with sufficient vehicle parking for employees and customers on the landside and adequate parking on the airside for at least one aircraft.
- 16.2.2.2. The operator of the facility must be able to satisfactorily demonstrate that they have sufficient personnel and equipment [cargo handling equipment, scale(s), point of sale system, tracking software, etc.] to process freight.
- 16.2.2.3. The operator must comply with all security requirements as required by the TSA and the Airport.
- 16.2.2.4. The operator may contract directly with and provide air cargo services to any air cargo operator at the Airport, and shall provide a copy of every written agreement it has to provide air

cargo services to any air cargo operator at the Airport. Any changes in any of these agreements must be reported to the Airport within five (5) business days.

- 16.2.2.5. Hours of Operation - the operator of a facility shall have its services available to meet the public demand for this category, but at a minimum be available to the public Monday through Friday 8:00 A.M. – 4:00 P.M.
- 16.2.2.6. Insurance Requirements - Operators of Air Freight Facilities must procure and maintain adequate types of insurance as required by the Airport. See General Requirements and Attachment A.
- 16.2.2.7. Fees - Operators of Air Freight Facilities must pay all applicable fees, including but not limited to rent and applicable Airport business fees. Cargo manifests shall accompany the payment of required fees.
- 16.2.2.8. Reporting - Operators of Air Freight Facilities must submit freight activity reports as required by the airport.

16.3. Air Cargo Operator

16.3.1. Statement of Concept

- 16.3.1.1. An air cargo operator, is a person or persons, firm, or corporation engaged in the business of providing air cargo transportation for hire, on a prearranged basis as defined under 14 CFR Parts 119 and 135.
- 16.3.1.2. All air cargo shall complete an Airport “Commercial Aeronautical Activity Permit” and execute a License Agreement with the Airport prior to conducting air cargo operations at the Airport.

16.3.2. Minimum Standards

- 16.3.2.1. Operators shall make suitable arrangements for use of aircraft parking apron space and other such premises, and access to such aircraft parking apron space and other premises, as is necessary for the safe and secure transfer of cargo to and from their aircraft. Such arrangements may be made with an airport approved Air Freight Facility or through an agreement with the Airport.
- 16.3.2.2. Licenses & Certifications - Operators must have and maintain at any time while conducting operations at the Airport, proper licenses and shall operate in conformance with all appropriate FAA and TSA regulations. The Operator shall have and provide evidence of the appropriate FAA and DOT certifications and

approvals, including the Preapplication Statement of Intent (FAA Form 8400-6), the Registrations & Amendments Under Part 298 (OST Form 4507), the FAA issued operating certificate, or any other forms that FAA, TSA or DOT may require or adopt that are pertinent to this category.

- 16.3.2.3. Operators must hold a proper Commercial Operator certificate and own or have available to it under written lease no fewer than 1 single-engine (4-place) aircraft equipped for and capable of use under instrument conditions that meet the requirements of 14 CFR Parts 119 and 135.
- 16.3.2.4. Operators must have available sufficient qualified operating crews or a satisfactory number of personnel and equipment for the safe and secure transfer of cargo.
- 16.3.2.5. Fees - Operators must pay all required applicable fees (signatory or non-signatory), including but not limited to, operating fee, landing and freight/mail fees.
- 16.3.2.6. Insurance - Operators must procure and maintain adequate types of insurance as required by the Airport. See General Requirements and Attachment A.
- 16.3.2.7. Operators must submit freight activity reports as required by the airport.
- 16.3.2.8. Operating Hours – The Operator shall have its services available to meet the public demand for this category.

INSURANCE REQUIREMENTS - ATTACHMENT A

17. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Other Commercial Aeronautical Activities	Aircraft Storage Operator	Temporary Specialized Aviation Service Operator	Non-Commercial Hangar Operator*	Non-Commercial Self-Fueling Permitted*	
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
		\$1,000,000	\$1,000,000		\$1,000,000							
Each Occurrence	\$2,000,000	Piston \$5,000,000 Turboprop/ Turbine	Piston \$5,000,000 Turboprop/ Turbine	\$1,000,000	Piston \$5,000,000 Turboprop/ Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)												
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
HANGAR KEEPER'S LIABILITY (Largest Aircraft Normally Accommodated)												
SE Piston	Each Aircraft	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			
Group I	Each Occurrence	\$500,000 Each Aircraft \$1,000,000 Each Occurrence	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000			
	ME Piston		Each Aircraft	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
Group I	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Turboprop		Each Aircraft	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Group I	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Turboprop		Each Aircraft	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Group II	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Turbojet		Each Aircraft	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Group I	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Turbojet		Each Aircraft	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Group II	Each Occurrence		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
	Turbojet		Each Aircraft	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
Group III	Each Occurrence	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000			
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
SE Piston/Group I						\$1,000,000/\$100,000 sub limit per person						
ME Piston/Group I						\$1,000,000/\$100,000 sub limit per person						
Turboprop/Group I & II						\$5,000,000/\$250,000 sub limit per person						
Turbojet/Group I						\$5,000,000/\$250,000 sub limit per person						
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Turbojet/Group III				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Student and Renters				\$500,000								
POLLUTION LIABILITY (Combined Single Limit, Each Occurrence)												
Each Occurrence	Required	Required									Required	
WORKER'S COMPENSATION												
Limits Based Upon Statutory Requirements												

* **General Liability applies (versus Commercial General Liability)**

Commercial General Liability to include bodily injury, personal injury, and Property damage for all premises, products and completed operations, unlicensed Vehicles, and contractual liability. Non-licensed Vehicles operated on the movement area will require coverage in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Vehicular Liability or Business Automobile Liability to include bodily injury and Property damage for all Vehicles (owned, non-owned, or hired).

Hangar Keeper's Liability to include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Aircraft and Passenger Liability to include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Student and Renter Liability to include bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of Aircraft.

Pollution Liability to include liability for bodily injury, property damage, and environmental damage resulting from sudden and accidental releases of Pollution, and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

SE = Single engine aircraft.

ME = Multi engine aircraft.

**ATTACHMENT A
(MINIMUM INSURANCE REQUIREMENTS)**

16. ATTACHMENT A (MINIMUM INSURANCE REQUIREMENTS)

	Fixed Base Operator	Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Aircraft Sales Operator	Other Commercial Aeronautical Activities	Aircraft Storage Operator	Temporary Specialized Aviation Service Operator	Non-Commercial Hangar Operator*	Non-Commercial Self-Fueling Permittee*	
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)												
Each Occurrence	\$2,000,000	\$1,000,000 Piston \$5,000,000 Turboprop/ Turbine	\$1,000,000 Piston \$5,000,000 Turboprop/ Turbine	\$1,000,000	\$1,000,000 Piston \$5,000,000 Turboprop/ Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)												
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
HANGAR KEEPER'S LIABILITY (Largest Aircraft Normally Accommodated)												
SE Piston Group I	Each Aircraft	\$500,000 Each Aircraft \$1,000,000 Each Occurrence	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000			
	Each Occurrence		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
ME Piston Group I	Each Aircraft		\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000		
	Each Occurrence		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
Turboprop Group I	Each Aircraft		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000		
	Each Occurrence		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
Turboprop Group II	Each Aircraft		\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000		
	Each Occurrence		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
Turbojet Group I	Each Aircraft		\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000		
	Each Occurrence		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
Turbojet Group II	Each Aircraft		\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000		
	Each Occurrence		\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000		
Turbojet Group III	Each Aircraft	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000			
	Each Occurrence	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000			
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)												
SE Piston/Group I					\$1,000,000/\$100,000 sub limit per person							
ME Piston/Group I					\$1,000,000/\$100,000 sub limit per person							
Turboprop/Group I & II					\$5,000,000/\$250,000 sub limit per person							
Turbojet/Group I					\$5,000,000/\$250,000 sub limit per person							
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Turbojet/Group III				\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000					
Student and Renters				\$500,000								
POLLUTION LIABILITY (Combined Single Limit, Each Occurrence)												
Each Occurrence	Required	Required									Required	
WORKER'S COMPENSATION												
Limits Based Upon Statutory Requirements												

*** General Liability applies (versus Commercial General Liability)**

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