

# **General Aviation Minimum Standards**

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## **Norfolk International Airport**

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**2/1/2024**

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## 1. DEFINITIONS

The following capitalized terms in these Minimum Standards will have the meanings designated in this Section 1.

Abandoned. Any piece of equipment, aircraft, or vehicle that is non-airworthy, or does not meet Commonwealth of Virginia or Authority requirements for operation, or has no current registration or airworthiness certificate, or has a mechanical defect and is incapable of being driven or flown.

Advisory Circular (or AC). A document 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 another Aeronautical Activity, or which contributes to or is required for the safety or security of such operations. The following Activities, 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 these Minimum Standards, all products and services described herein are deemed to be “Aeronautical Activities”.

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

Agreement. A written contract, executed by both parties, enforceable by law, between the Authority and an entity granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing the conduct of certain Activities on the Airport.

Air Carrier. Any entity engaged in the operation of any Aircraft for the purpose of transporting passengers, mail, freight, or cargo, whose operation is either intrastate or interstate and in compliance with all of the federal regulations governing or pertaining to the operation of the same.

Air or Airport Operations Area (or AOA). A portion of the Airport, specified in the Airport Security Program, in which security measures specified in 49 CFR Parts 1540 and 1542 are carried out. The AOA includes, generally, the aircraft operating area side of the terminal building and security fencing, including but not limited to baggage handling sections,

Aircraft Movement Areas, Aircraft parking areas (Aprons), loading Aprons, safety areas, Fuel Storage Facilities, runways, taxiways, perimeter or service roads, and any adjacent areas (such as General Aviation areas) that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (or ATC). A service operated by appropriate authority to promote the safe, secure, orderly, and expeditious flow of air traffic or a service operated by appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

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 primarily used as safety equipment. Examples include airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, unmanned aerial systems, drones, electric vertical takeoff and landing (EVTOL) vehicles, ground-effect machines, sailplanes, amphibians, 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 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, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator. A person or entity 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 the operation of Aircraft on any part of the surface of the Airport.

Aircraft Owner. A person, company, agency, or entity holding legal title to an aircraft, or any person, company, agency or entity having exclusive possession and control of an aircraft.

Aircraft Storage. A commercial operation that develops and leases facilities, such as conventional and/or T-type hangars and tie-down areas, for the purpose of offering Aircraft storage services to the general flying public.

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

Airport. Norfolk International Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the ALP or Exhibit A of the most recent Airport Assurances or as it may hereafter be modified.

Airport Assurances. Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property, or similar provisions required pursuant to state or local grants.

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

Airport Security Program (or ASP). The current ASP, 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 under TSA Regulations Parts 1540 and 1542.

Applicant. A party desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who will 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 Authority for the loading or unloading of passengers or cargo or the servicing and/or Parking of Aircraft.

Association. An entity legally formed and recognized under the laws of the Commonwealth of Virginia having an existence separate and apart from its members or shareholders. Examples include limited liability company, corporation, partnership, etc.

Avgas (or Aviation Gasoline). Fuel commonly utilized to power piston-engine Aircraft.

Based Aircraft. Any operational, airworthy aircraft with an assigned tiedown or hangar space at or on the Airport pursuant to an agreement with the Authority or an FBO, and is based at the Airport for a majority of the year.

Board of Commissioners (or Board). The governing body of the Authority.

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

Code of Federal Regulations (or CFR). The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly.

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

Compensation. Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

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

Courtesy Vehicle. A Vehicle used to transport persons, baggage, goods, or any combination thereof, on (or at) the Airport or between the Airport and off-Airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

DHS. The United States Department of Homeland Security.

DOT. The United States Department of Transportation.

Employee(s). Any individual employed by an entity which collects and pays all associated taxes on behalf of Employee. The determination of status between Employee and contractor will be made according to then current IRS standards.

Environmental Laws. Any and all federal, state and local statutes, regulations, rules, or ordinances of any governmental authority pertaining to the environment which are in effect in any and all jurisdictions in which the Leased Premises are located, including the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, and the Toxic Substances Control Act, and their state equivalents, as amended.

EPA. The United States Environmental Protection Agency.

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.



FAA. The United States Federal Aviation Administration.

Federal Aviation Regulation (or FAR). Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA and presently located at 14 CFR.

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

- A. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants), and manage fueling operations
- B. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- C. Aircraft Maintenance
- D. Aircraft Parking, Tiedown, Hangar, Office, and Shop
- E. Aircraft Storage

Flight Training. Any use of an Aircraft to increase or maintain pilot or crewmember proficiency, or the instruction of pilots and students in dual or solo operation of Aircraft, and/or providing related ground school instruction. Flight and ground training includes any training in preparation to take any FAA written examination and/or flight check ride for any license, or any type, class, or category rating, upgrade training, or to maintain currency and proficiency as defined by FAA, whether or not such written exams or check rides are actually taken.

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

Fuel Storage Facilities. Facilities where aviation Fuel (including Jet Fuel and/or Avgas) are stored.

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

Hazardous Materials. Any substance, pollutant, contaminant, radiation, or chemical which is hazardous to human health or safety or the environment, including, without limitation, all of those substances which are listed or defined as “pollutants,” “contaminants,” “hazardous materials,” “hazardous wastes,” “hazardous substances,” “toxic substances,” “radioactive materials,” “solid wastes,” or other similar designations pursuant to Environmental Laws, including, without limitation, petroleum (including crude oil or any

fraction thereof), any petroleum product, asbestos-containing materials, PFAS, PFOA, and poly-chlorinated biphenyls.

Improvements. Any item constructed, installed, or placed on, under, or above any land on the Airport. Examples include buildings, structures, facilities, pavement, fencing, gates, and landscaping, etc.

Itinerant Aircraft (or Transient Aircraft). Any aircraft that is not a Based Aircraft.

Jet Fuel. Fuel commonly utilized to power turbine-engine (Turboprop and Turbojet) Aircraft.

Leased Premises. The land and/or Improvements used exclusively under Agreement by an Operator or Tenant for the conduct of the Operator's or Tenant's Activities.

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, economic, social, and political jurisdictional perspective and adopted by the Authority. The ALP is a part of the Master Plan.

Minimum Standards. These 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 may be amended from time to time.

Movement Area. The runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft, exclusive of loading aprons and parking areas. It includes all areas under the direct and positive control of ATC.

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.

Non-Commercial. Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Entity. An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary Activity to support the business's purposes by providing transportation for the exclusive use of its Employees, agents, and/or customers. In all cases, the Non-Commercial Entity neither offers nor engages in Commercial Aeronautical Activities.

Non-Commercial Aeronautical Activity. Activity by any entity that provides aviation service(s) or operates equipment and facilities solely for its own benefit, not for the benefit of the public, nor for any Compensation, hire, or profit.

Norfolk Airport Authority (or the Authority). A political subdivision of the Commonwealth of Virginia. The Authority is an independent special district and legal entity separate and distinct from the City of Norfolk, Virginia.

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

Owner. The person or entity with exclusive control (which may be by title or lease) and use for one's own purpose.

Paved. Covered with asphalt or concrete that forms a firm level surface.

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

President. The individual charged with the duty to manage, supervise, control, and protect the Airport and the Authority's assets or such other Employee of the Authority as the President may from time to time designate to carry out the duties of the President.

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.

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, 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, DHS, NFPA, the ACM, and these Minimum Standards; 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. Such facilities are certificated under 14 CFR Part 145.

Security Plan. a document developed by Operators and Tenants 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, the Owner's Employee(s), or personnel under the exclusive control of the Owner, using Vehicles, Equipment, and resources under the Owner's exclusive control.

Self-Service. The servicing of an Aircraft by the Owner of the Aircraft, the Owner's Employee(s), or personnel under the exclusive control of the Owner, using Vehicles, Equipment, and resources under the Owner's exclusive control.

Self-Service Fueling. The fueling of an Aircraft by the Aircraft Operator using commercial (self-serve) fuel pumps installed specifically for this purpose. Self-Service Fueling entails using a self-service Aviation Fuel pump made available by the Authority or an FBO. The use of a self-service fueling facility is a Commercial Aeronautical Activity and is not considered Self-Fueling as defined above.

Security Identification Display Area (SIDA). The portion of the Airport to which access is restricted and in which persons with unescorted access rights must display duly authorized identification badges at all times, as set out and required by the approved Airport Security Program.

Specialized Aviation Service Operator (or SASO). A Commercial Operator that provides any one or a combination of Commercial Aeronautical Activities but is not an FBO (i.e., does not provide aircraft Fuel). Examples include Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, etc. Aircraft fueling and line service may not be performed as a Specialized Aviation Service; only approved FBOs may offer aircraft fueling and line services.

Spill Prevention, Control, and Countermeasures Plan (or SPCC). A contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills. The primary purpose of a Spill Prevention, Control, and Countermeasure Plan is to provide guidance on work practices that will reduce the potential for discharges of oil to the navigable waters of the United States or adjoining shorelines.

Standard Operating Procedures (or SOP). Written instructions which describe procedures designed to achieve uniformity when performing a specific function.

Storm Water Pollution Prevention Plan (or SWPPP). A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Subcontract. An agreement entered into by an Operator, which is derivative of the Operator's Agreement with the Authority, that assigns, transfers, or conveys limited rights or interests to a third party provide Commercial Aeronautical Activities as an Operator on the Airport,

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

Subcontractor. An entity that has entered into a Subcontract with an Operator.

Sublessee. An entity that has entered into a Sublease with an Operator or Tenant.

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) which is under ATC control.

Tenant. An entity that has entered into an Agreement with the Authority to occupy, use, and/or develop land and/or Improvements and engage in Non-Commercial Aeronautical Activities at the Airport.

Tiedown. An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points and equipment to facilitate Aircraft tiedown are located.

Through-the-Fence. Having direct access to the Airport for Aeronautical Activities from private property located contiguous to the Airport.

TSA. The Transportation Security Administration of the United States Department of Homeland Security, the federal agency responsible for the regulation of airport security, or any such successor agency.

Turbojet Aircraft. An Aircraft that utilizes a jet engine(s) that has (have) a turbine driven compressor and develops 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 an Aircraft.

## **2. INTRODUCTION**

### **A. Purpose and Scope**

- (1) The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage, promote, and ensure: (i) the consistent provision (delivery to Airport customers) of high quality General Aviation products, services, and facilities at the Airport, (ii) the development of high quality General Aviation Improvements at the Airport; (iii) General Aviation safety and security at the Airport, (iv) the economic health of General Aviation businesses at the Airport, and (v) the orderly development of Norfolk International Airport (Airport) property for General Aviation purposes. To this end, all qualified and experienced entities desiring to engage in Commercial General Aviation Aeronautical Activities at the Airport will be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to meeting these Minimum Standards.
- (2) Commercial Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards will be established by the Norfolk Airport Authority (Authority) on a case-by-case basis for such Activities and incorporated into entity's Agreement.
- (3) Specialized Aviation Service Operators (SASO) are encouraged 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: (i) Sublease Improvements (if available) from another SASO, (ii) lease Improvements (if available) from the Authority, or (iii) lease land (if available) from the Authority and submit a request in writing to the Authority to develop (construct) Improvements on such land.

### **B. Applicability**

- (1) These Minimum Standards specify the standards and/or requirements that must be met by any entity desiring to engage in one or more Commercial Aeronautical Activity at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" will 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 requirement, or regarding compliance with such standard or requirement, will be made by the Authority. All entities are encouraged to exceed the applicable minimum standards or requirements. No entity will be allowed to engage in Commercial Aeronautical Activities at the Airport unless the entity, in the Authority's discretion, meets these Minimum Standards.

- (2) These Minimum Standards will apply to any new Agreement or any amendment to any existing Agreement relating to the leasing and/or occupancy of Airport land or Improvements for General Aviation Aeronautical Activities. If an entity with an existing Agreement desires to change its Aeronautical Activities, the Authority will, as a condition of its approval of such change, require the entity to meet these Minimum Standards.
  - (a) These Minimum Standards will not affect any Agreement or amendment thereto properly executed prior to the date of promulgation of these Minimum Standards except as provided for in such Agreement, in which case these Minimum Standards will apply to the extent permitted by such Agreement.
  - (b) These Minimum Standards will not be deemed to modify any existing Agreement or amendment thereto under which an entity is required to exceed these Minimum Standards, nor will they prohibit the Authority from entering into or enforcing an Agreement or amendment thereto that requires an entity to exceed these Minimum Standards.
- (3) Any entity currently engaging in Activities without an Agreement with the Authority will have six months from the date of adoption of these Minimum Standards to meet these Minimum Standards.
- (4) If these Minimum Standards are amended after an entity enters into an Agreement with the Authority, entity will not be required to comply with the amended Minimum Standards until such time as entity's existing Agreement is amended (or the Authority approves an assignment to another entity acceptable to the Authority) or entity enters into a new Agreement with the Authority.
- (5) These Minimum Standards do not apply to:
  - (a) Air Carriers certificated under 14 CFR Part 121;
  - (b) Entities conducting exclusively non-Commercial Aeronautical Activities on the Airport;
  - (c) Entities conducting exclusively Commercial Non-Aeronautical Activities on the Airport;
  - (d) The limited subleasing of private hangar space by Tenants to other Tenants or other third parties, except that the President may in his or

her discretion determine that regular and continuous subleasing qualifies as a Commercial Aeronautical Activity; and

- (e) Self-Service and Self-Fueling to the extent permitted by Regulatory Measures and consistent with Section 2(J).

**C. Governing Body**

The Airport is owned and operated by the Authority and governed by and through the Board of Commissioners (Board). The authority to: (i) grant the occupancy and Commercial use or development of Airport land or Improvements, (ii) grant the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and (iii) approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including these Minimum Standards, is expressly reserved to the Authority.

**D. Authority to Adopt**

These Minimum Standards are promulgated in accordance with Section 144(c) 14 (ii) of the City of Norfolk's (City's) Charter which gives the Authority the ability "[t]o make and enforce all rules, resolutions, and regulations necessary or expedient for the purpose of carrying into effect the powers conferred by this charter or by any general law concerning all property owned, operated, leased, managed, or maintained by the [Authority]..." and in accordance with Chapter 4, Article I, Section 4-3 of the Code of the City, which states, "the [A]uthority is authorized to adopt, from time to time, such rules and regulations, and to establish such fees and charges for the operation, maintenance and use of such airport, as it may deem expedient and necessary, and will have the authority to enforce the same."

**E. Statement of Policy**

- (1) It is the responsibility of the Authority to: (i) 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 (ii) encourage the development and operation of General Aviation businesses and the provision of quality General Aviation products, services, and facilities to the public at the Airport.
- (2) As set forth by the Federal Aviation Administration (FAA), by way of the Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and will be made available to all types, kinds, and classes of Aeronautical Activity on fair and reasonable terms and without unjust discrimination.



**F. Airport Management**

- (1) The President and Chief Executive Officer (President) of the Authority is responsible for the operation, management, maintenance, and security of the Airport and all Authority owned and operated land, Improvements, facilities, Vehicles, and Equipment.
- (2) The Authority has authorized the President to: (i) interpret, administer, and enforce Agreements and these Minimum Standards, (ii) permit, where and when appropriate, temporary, short-term occupancy or use of certain Airport land or Improvements; and (iii) 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 Authority under these Minimum Standards.
- (3) The President, with the approval of the Authority, will have the power to make and publish additional regulations or directives consistent with these Minimum Standards and applicable Regulatory Measures pertaining to the use and operation of the Airport, which regulations or directives, when so made, approved and published, will have the force and effect of law.
- (4) All inquiries regarding these Minimum Standards and/or compliance therewith will be directed to the President.

**G. Effective Date**

These Minimum Standards will be in effect and will remain in effect, unless repealed or revised by the Authority, from the date of adoption by the Authority.

**H. Compliance with Regulatory Measures and Agreements**

- (1) All entities occupying, using, developing, or engaging in an Aeronautical Activity on Airport land or Improvements will comply, at the entity's cost and expense, with all applicable Regulatory Measures including, without limitation, those of federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, the Tenants operating at the Airport, and the activities occurring at the Airport.
- (2) Applicable rules and regulations of the FAA as now established and as the same may be hereafter supplemented and modified, are hereby adopted by reference and made a part hereof as fully as if the same, and each, and all of them were set forth herein.

- (3) No existing or future Agreement, nor any payment or performance required hereunder, will excuse any entity from full and complete compliance with these Minimum Standards.
- (4) Compliance with these Minimum Standards will not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the Authority under any existing or future Agreement.

**I. Conflicting Regulatory Measures and Agreements**

If a provision of these Minimum Standards is found to be in conflict with any other Authority regulation or directive, any provision of any applicable Regulatory Measure, or any provision of an existing Agreement (if provided for in the Agreement) or future Agreement, the provision that establishes the higher or stricter standard will prevail.

**J. Repeal of Regulatory Measures**

All Minimum Standards previously enacted and any other Authority regulation or directive in conflict with these Minimum Standards are hereby repealed to the extent of the conflict. These Minimum Standard expressly supersede the General Aviation Minimum Standards for Norfolk International Airport dated June 5, 2009.

**K. Right to Self-Service**

- (1) An Aircraft Owner is permitted to perform Self-Service and Self-Fueling provided there is no attempt to perform such services for others for Compensation or hire and further provided that such right is conditioned upon compliance with these Minimum Standards and all applicable Regulatory Measures.
  - (a) An Aircraft Owner must obtain an Agreement from the Authority prior to any Self-Fueling.
  - (b) If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have his Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to provide such services at the Airport under an Agreement with the Authority.
  - (c) An Operator is not obligated or required to allow Self-Service on the Operator's exclusive Leased Premises.

**L. Prohibited Activities**

Through-the-Fence operations are prohibited at the Airport. Ultralight operations, aerial spraying and agricultural aviation services, aerial advertising, and parachuting or skydiving activities are prohibited at the Airport (subject to FAA concurrence).

**M. Severability**

- (1) If one or more clauses, sections, or provisions of these Minimum Standards will 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 will not in any way affect the validity of any other clauses, sections, or provisions of these Minimum Standards.
- (2) If the application of any sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases of these Minimum Standards, 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 will 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, Improvements, signs, other structures, parcels of land, or situations will not be affected.
- (3) This section will apply to these Minimum Standards as they now exist and as they may exist in the future, including all modifications thereof and additions and amendments thereto.

**N. Subordination**

These Minimum Standards are subject and subordinate to the provisions of any existing or future Agreements between the Authority and the City of Norfolk, the Commonwealth of Virginia, the United States, or any agency thereof, pertaining to the planning, development, operation, and management of the Airport and are specifically subordinated to, and will be construed in accordance with, the Airport Assurances. If any portion of these Minimum Standards conflicts with the Airport Assurances, the Authority reserves the right to modify the Minimum Standards at any time to resolve such conflict.

**O. Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority and any notice or communication required or permitted to be given or filed with any current or prospective Operator pursuant to these Minimum Standards will be in writing, signed by the party giving such notice, and will be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt), and will be deemed to have been given when delivered to the Authority or Operator at its principal place of business or such other address as may have been provided from time to time.

For the purposes of these Minimum Standards and unless otherwise specified in an Agreement, the Authority's mailing address is 2200 Norview Avenue, Norfolk, VA 23518, and the Authority's preferred email address is that of the Executive Vice President/Chief of Staff, presently [ssterling@norfolkairport.com](mailto:ssterling@norfolkairport.com).

**P. Amendments**

- (1) These Minimum Standards may be supplemented, amended, or modified by the Authority from time to time and in such a manner and to such extent as is deemed appropriate by the Authority.
- (2) The Authority may issue special rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the Authority.

**Q. Variance or Exemption**

- (1) The Authority has the right, but is not obligated, to approve variances or exemptions to these Minimum Standards when a specific clause, section, or provision of these Minimum Standards may not be justified in a particular case because of special conditions or unique circumstances.
- (2) Prior to approving or denying variances or exemptions, the Authority will conduct a review of all relevant information to include those items described in Section 2. P. (3) of these Minimum Standards as well as any other information that may be requested or required by the Authority.
- (3) Requests for any variance or exemption will be submitted in writing to the Authority and must include the following: (i) the specific clause, section, or provision for which the variance or exemption is being sought, (ii) a detailed description of the proposed variance or exemption, (iii) the reason for the proposed variance or exemption, (iv) the anticipated impact on the Airport (and other entities including Operators and Tenants at the Airport, users of

the Airport, and the public), (v) the duration of the proposed variance or exemption, and (vi) any other information requested by the Authority. Each variance or exemption will be requested and approved or denied separately. The Authority will not approve any variance or exemption if, in its sole discretion, such variance or exemption would cause, create, or make more likely an exclusive right on the Airport or any potential for unjust economic discrimination amongst similarly situated Operators at the Airport.

- (4) Approval or denial by the Authority of a variance or exemption will be provided in writing only.
  - (a) If approved, the variance or exemption will only apply to the specific Operator and the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
  - (b) An approval by the Authority of a variance or exemption will not serve to amend, modify, or alter these Minimum Standards.
  - (c) Requests for variance or exemption can also be denied in accordance with Section 1.U. of these Minimum Standards.
- (5) When a specific product, service, or facility is not currently being provided at the Airport, the Authority may enter into an Agreement with an Operator under terms and conditions that may be less than those outlined in these Minimum Standards for a limited period of time known as a test period. The duration of the test period will be specified in the Agreement.
- (6) The rest of this Section 2.Q notwithstanding, the Authority will not grant a variance or waiver for the purposes of allowing any entity to sell or dispense Fuel on the Airport that would not otherwise meet the applicable section of these Minimum Standards.

## **R. Enforcement**

- (1) The President is empowered by the Authority to require compliance with and enforce these Minimum Standards.
- (2) Any entity that violates, disobeys, omits, neglects, or refuses to comply with these Minimum Standards 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 will be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

- (3) Entities will have the responsibility to pay any fine or penalty levied against the entity, the Airport, or the Authority, individually or collectively, and their representatives, officers, officials, Employees, agents, and volunteers as a result of the entity's failure to comply with any applicable Regulatory Measure. The entity will have the right to appeal or contest any such fine or penalty if permitted by applicable authority, provided that; (i) the expense of the contest or appeal is borne by entity, (ii) the entity will provide the Authority with such assurances as Authority will require that adequate provisions are made for payment of such fine or penalty, and (iii) the entity diligently pursues its contest or appeal.
- (4) In the event an entity fails to comply with these Minimum Standards, the Authority will send a written statement of violation to such entity at its last known address shown on the records of the Authority. The entity will have fourteen (14) calendar days from the date of such written statement within which to provide a statement to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected. The Authority, in its sole discretion, has the right to revoke the entity's privileges at the Airport or may suspend the entity's operations for such period of time as it deems necessary in order to obtain a correction of the violation. In addition, any such violations will be considered anytime the entity submits an application, seeks permission, or requests approval (as required under these Minimum Standards) from the Authority. The entity will pay for any costs incurred by the Airport, including but not limited to attorney fees and other legal costs.
- (5) Violation of these Minimum Standards may also or alternatively result in revocation of access or use privileges, termination of any Agreement denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.

**S. Exclusive Rights**

- (1) In accordance with the Airport Assurances given to the federal or state government by the Authority as a condition to receiving federal or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities will not be construed in any manner as affording any Operator any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an Operator and then only to the extent provided in an Agreement. It is the policy of the Authority not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Authority should neither expect nor request that the Authority exclude others who also desire to engage in the same or similar Activities. The opportunity to engage

in a Commercial Aeronautical Activity will be made available to those entities who are qualified and experienced and who meet the requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided the use of the space and the Activity is consistent with the current and planned uses of Airport land and Improvements and is in the best interest of the Authority and the public, as determined in the sole discretion by the Authority.

- (2) If the FAA determines that any provision of these Minimum Standards or any Agreement constitutes a grant of a prohibited Exclusive Right, such provision or Agreement will be deemed null and void.

#### **T. Rights Reserved**

- (1) In addition to the following rights and privileges, the Authority 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.
  - (a) The Authority 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.
  - (b) The Authority 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 will 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 will be consistent with the safe, secure, orderly, and efficient use of the Airport.
  - (c) 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 Authority 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, secure, orderly, or efficient use of the Airport. Nothing contained in these Minimum Standards will require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Operator or Tenant.
  - (d) The Authority reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems

necessary. The Authority will not be obligated to reimburse or compensate any Operator, Tenant, or any other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair unless otherwise specified in an Agreement.

- (e) The Authority reserves the right to prohibit any entity from using the Airport, engaging in Activities at the Airport, and/or revoke or suspend any privileges granted to any entity upon determination by the Authority that such entity has not complied with these Minimum Standards, applicable Regulatory Measures, regulations or directives issued by the Authority, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.
- (f) During time of war or national emergency, the Authority will have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, any agreement between the Authority and an Operator or Tenant, insofar as it is inconsistent with the agreement between the Authority and the United States Government, will be suspended, without any liability on the part of the Authority to the Operator or Tenant or of the Operator or Tenant to the Authority therefore.
- (g) The Authority will not relinquish the right to take any action the Authority 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 that might limit the usefulness of the Airport or constitute a hazard to Aircraft
- (h) The Authority will not waive any sovereign, governmental, or other immunity to which the Authority may be entitled nor will any provision of any Agreement be so construed or that would require the Authority to submit to the laws of any state other than those of the Commonwealth of Virginia.
- (i) The Authority is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator. The Authority is under no obligation to: (i) pursue federal, state, or other funds to contribute to such development or (ii) provide matching funds if required to secure such funding.



- (j) The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the Authority including preserving the assets of the Authority, protecting the safety and security of the people who work at and use the Airport, and maintaining the integrity of the Authority's mission, vision, values, goals, or objectives.

### **3. APPLICATION PROCESS**

All inquiries concerning permission to conduct any Commercial Aeronautical Activity on the Airport must be made to the President. As set forth in more detail in this Section 3, the Applicant must submit all information and material necessary, or requested by the Authority, to establish to the satisfaction of the Authority that the Applicant will qualify and will comply with these Minimum Standards.

An Operator on the Airport as of the date of enactment of these Minimum Standards will not be required to submit a statement of interest or application as described by this Section 3, nor be or subject to review, with respect to its current Agreement. However, at the time of enactment of these Minimum Standards, the President may request additional information listed in this Section 3, to complete the Authority's records.

An entity conducting any Commercial Aeronautical Activities without an Agreement with the Authority as of the date of enactment of these Minimum Standards will be required to submit an application.

#### **A. Statement of Interest**

The Authority will not accept or take action on a request to conduct a Commercial Aeronautical Activity on the Airport until after the proposed Applicant submits a Statement of Interest in writing which provides: (1) a general overview and scope of the proposed Commercial Aeronautical Activity(ies), including the general area in which the proposed activity(ies) will occur; and (2) appropriate contact information, including the name, mailing address, email address and telephone number of the Applicant.

#### **B. Notice / Procurement**

Upon receipt of a statement of interest, or on its own initiative, the Authority may authorize a request for qualifications or proposals or otherwise select an Operator through a competitive solicitation. In such event:

- (1) The Authority will issue a Request for Qualifications or a Request for Proposals in a manner consistent with then-applicable local and Federal procurement requirements to determine whether any other entity is interested and qualified to perform the same or similar Commercial Aeronautical Activity.
- (2) The Authority will accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.

In the discretion of the Authority, all other Operators then conducting Commercial Aeronautical Activities on the Airport who, in the opinion of the Authority, would be directly affected by the approval of a Commercial Aeronautical Activity pursuant to a Request for Qualifications or

Proposals, may also be notified of the filing of such statement of interest and the time and place of the Authority meeting to consider the same.

### **C. Written Application**

If the Authority elects to issue a Request for Qualification or Request for Proposals, it will request a written application from interested parties. If not, the Authority will only request a written application from the initial applicant. The written application will be in the form prescribed by the President, or, in the absence of a form, will include the information listed below and any such additional information as may be requested by the Authority or the President. The application must be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership, or a director or an officer of a corporation.

Simultaneously with submitting an application, the applicant must pay the Authority a non-refundable application fee of Two Hundred Dollars (\$200), which may be amended by the Authority from time to time. Should the Authority approve an application, such application fee will be credited towards the applicant's first month's rent or other fee under the resulting Agreement.

Upon the consideration of the application, the Authority will determine whether the applicant meets the standards and qualifications as herein set out and whether such application should be granted in whole or in part, and if so, upon what terms and conditions. If the Authority receives an unsolicited written application (i.e., without first receiving a statement of interest), the Authority reserves the right to initiate the competitive solicitation process set forth above.

- (1) Information for Written Application:
  - (a) The name and address of the applicant.
  - (b) Comprehensive listing of the scope of the proposed Commercial Aeronautical Activity(ies).
  - (c) With respect to the real property that the applicant seeks to lease from the Authority, or to sublease from another Operator:
    - (i) A map, to scale, depicting clearly the property's location, size, and borders.
    - (ii) If applicable, who currently leases such property.
    - (iii) What form of agreement with the property's lessor, if applicable, the applicant proposes to enter into to lease or otherwise use such property.

- (iv) Map, to scale, of the amount, configuration, and location of
  - (i) the land requested or desired to be constructed or leased from the Authority or
  - (ii) the land or facilities to be subleased from another entity for the purpose of conducting the Commercial Aeronautical Activity.
- (d) The names and the qualifications of the personnel to be involved in conducting such activity(ies).
- (e) The financial responsibility and ability of the Applicant to perform and provide the activity(ies) sought for a minimum of five (5) years (or a lesser period if the proposed term of the Agreement will be less than five (5) years). The Authority will be the sole judge of what constitutes adequate financial capacity.
- (f) The tools, Equipment, services and inventory, if any, proposed to be furnished in connection with such activity(ies), including the number, type(s) and basing of aircraft to be provided/maintained (as applicable).
- (g) Copies of the necessary certificates from the FAA or other authority where the same are required for the activity proposed, or demonstration that the applicant can reasonably obtain such approvals.
- (h) The requested or proposed date for commencement of the activity(ies) and the term of conducting the same.
- (i) A map, to scale, showing the size and position of the building(s) to be constructed or leased and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. The estimated cost of any structure(s) or facility(ies) to be furnished, the proposed specifications for same, and the means or method of financing such constructions or acquisition of facilities.
- (j) The specific types and amounts of insurance proposed in accordance with minimum requirements for the activity(ies).
- (k) Names and financial statement(s) of proposed guarantor(s) for the Agreement, if appropriate.
- (l) Pro forma operating statement for first year.
- (m) Identification of any and all bankruptcies relating to the applicant and the applicant's principals.

- (n) Disclosure of any and all documented violations by the applicant and/or the applicant's principals of FAA regulations.
- (o) Copies of all proposed safety and emergency response plans applicable to the proposed Commercial Aeronautical Activity(ies).
- (p) Disclosure if any entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the potential operator, provide complete information about the extent and nature of such cross-ownership.
- (q) Copies of every Form 7460 submitted to the FAA and any approvals or other determinations from the FAA, if any.
- (r) A list and description of any and all outstanding liens, lawsuits, or legal judgments issued against the Applicant or any of its owners and/or directors within the previous five (5) calendar years, together with the current status of each.

#### **D. Supporting Documents**

If requested by the Authority, the applicant will submit the following supporting documents to the Authority, together with such other documents and information as may be requested by the Authority:

- (1) Financial Statement. A current financial statement certified by a Certified Public Accountant.
- (2) Assets. A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.
- (3) Credit Report. A current credit report covering all areas in which the Applicant has done business during the past ten years.
- (4) Authorization for Release of Information. A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or department of all states in which the applicant has engaged in aviation business to supply the Authority with all information in their files relating to the applicant or his operation. The applicant will execute such forms, releases and discharges as may be requested by any of these agencies.

**E. Consideration of Application**

- (1) The Authority may reject any proposal, request for variance or exemption, or any application for any one or more of the following reasons (as determined in the sole discretion of the Authority):
  - (a) The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority as determined by the Authority in its sole discretion.
  - (b) The proposed Activities and/or Improvements, as determined in the sole discretion of the Authority and with FAA concurrence, will create a safety or security hazard at or on the Airport.
  - (c) The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Authority is unwilling and/or unable to expend or supply.
  - (d) The proposed Activities and/or Improvements will result in a financial loss or hardship to the Authority or the Airport.
  - (e) No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Activity at the time the proposal or application are submitted, nor is such availability contemplated within a reasonable period of time.
  - (f) The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport and/or the ALP currently in effect or anticipated to be in effect within the period of time proposed by the entity.
  - (g) 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 Authority, unduly interfere with Activities of any existing Operator or Tenant on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator or Tenant.
  - (h) The entity has intentionally or unintentionally misrepresented or omitted a material fact in a proposal, on an application, and/or in supporting documentation.
  - (i) The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

- (j) The entity or an officer, director, agent, representative, shareholder, or Employee of the entity has a record of violating the Regulatory Measures of the Authority, any other airport sponsor, the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Activity.
- (k) The entity or an officer, director, agent, representative, shareholder, or Employee of the entity has ever defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- (l) The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed Activity.
- (m) The entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed Activity.
- (n) The entity or an officer or director of Applicant has a record of violating federal, state, or local regulatory measures (including those established by the FAA, the Commonwealth of Virginia, the Authority or any other airport owner/operator).
- (o) The entity seeks terms and conditions which are inconsistent with the Authority's policies and/or as stated in any request for qualifications and/or proposals issued by the Authority.
- (p) The entity's interests and/or the proposed Activity or use is inconsistent with the Airport's mission, vision, values, goals, or objectives, the best interest of the Authority, or Airport Assurances.

**F. Disputes**

- (1) A party aggrieved by a decision of the Authority may appeal such decision to the President.
- (2) The party must submit all claims, of whatsoever nature or basis, in writing, to the President within fourteen (14) calendar days of the occurrence allegedly giving rise to such claim. Any claim not timely submitted to the President is waived.
- (3) The President will respond to such written claim within thirty (30) calendar days of the receipt of the claim by either: (i) making a written determination with respect to the claim, or (ii) making a written request for additional information. If requested, the party will provide all requested additional information within fourteen (14) calendar days of the date of the President's request, or the claim is waived. Thereafter, the President will make a written determination with respect to the claim within thirty (30) calendar days after

receipt of the additional information. In either case, the President's written determination will be final and conclusive unless within thirty (30) calendar days from the date of the President's written determination, the party requests, in writing, an appeal to the Board stating specifically all grounds of appeal.

- (4) The Board will use its best efforts to hear any such appeal within one hundred twenty (120) calendar days after the Board's receipt of the written appeal. At such hearing, the party will be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the Board in its sole discretion. The decision of the Board will be final and conclusive unless appealed by the party within thirty (30) calendar days to the Circuit Court for the City of Norfolk and found by the Court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.
- (5) The party will diligently continue performance of its Agreement with the Authority, in full compliance with these Minimum Standards including as may be directed by the President or the Board, regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.



**4. GENERAL REQUIREMENTS****A. Introduction**

All Operators engaging in Commercial Aeronautical Activities at the Airport must meet the requirements of this Section 4 as well as the minimum standards applicable to entity's Activities, as set forth in subsequent sections.

**B. Experience/Capability**

- (1) All Operators must, in the judgment of the Authority, demonstrate before and throughout the term of the Agreement with the Authority, the financial and technical capability of developing and maintaining the required Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required personnel; and engaging in the Activity.
- (2) All Operators must, in the judgment of the Authority, demonstrate before and throughout the term of the Agreement with the Authority, the capability of consistently providing the required products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and workmanlike manner in service to and to the benefit of the public.

**C. Agreement with the Authority**

- (1) No entity may engage in any Activity unless the entity has an Agreement with the Authority authorizing such Activity, and the entity has either a written Agreement with the Authority to lease Airport property or has received written approval from the Authority to Sublease land or Improvements from an authorized Operator and engage in the authorized Activity at the Airport.
- (2) An Agreement will not reduce or limit Operator's obligations with respect to these Minimum Standards.
- (3) Agreement term lengths may be determined by the Authority depending upon such factors as the degree of investment made by the prospective Operator, the remaining value of such Improvements at the end of the proposed Agreement term, and requirements of Regulatory Measures.

**D. Payment of Rents, Fees, and Charges**

- (1) Operator will pay the rents, fees, or other charges specified by the Authority for engaging in Activities.

- (2) Operator's failure to remain current in the payment of any and all rents, fees, charges, and other sums due and owing to the Authority will be grounds for revocation of entity's Agreement or the Authority's approval authorizing the conduct of Activities at the Airport. In addition to any other remedies provided herein or by law, the Authority will have the right to detain and/or sell Vehicles, Equipment, or Aircraft for non-payment of rents, fees, charges, or other sums due and owing the Authority, in accordance with applicable law.

**E. Leased Premises**

- (1) Entity will lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.
  - (a) Any Improvements constructed at the Airport will comply with all applicable Regulatory Measures including, but not limited, to drainage, building and other setbacks, and Vehicle parking.
  - (b) Construction of any Improvements must be approved in advance by the Authority and any federal, state, or local Agency having jurisdiction.
  - (c) Leased Premises that are used for Commercial purposes that require public access will have direct landside (streetside) access.
- (2) Reversion of Improvements
  - (a) As set forth herein, the Authority's reversion policy for all Improvements developed and owned by any Operator at the Airport is intended to be consistent with the FAA Airport Sponsor Assurances and FAA Order 5190.6B, Airport Compliance Manual.
  - (b) Title to any Improvements constructed on Airport property will vest in the Authority at the expiration or termination of the applicable Agreement, unless otherwise specified in a particular Agreement. The Authority reserves the right to require that any Improvements be demolished and/or removed by the Operator, at Operator's sole cost, and the Operator shall return the Leased Premises to original grade.
  - (c) The Authority recognizes that Agreements existing upon promulgation of these Minimum Standards may lack explicit reversion clauses. However, as stated in FAA Order 5190.6B, Airport Compliance Manual, "most tenant ground leases of 30 to 35

years are sufficient to retire a tenant's initial financing and provide a reasonable return for the tenant's development of major facilities.” To encourage further investment into the Airport, the Authority consider forgoing reversion and/or extensions to existing Agreements only if the Operator makes additional capital improvements on the Leased Premises.

(3) Apron/Paved Tiedowns

- (a) Aprons/Paved Tiedowns (if required) must be able to accommodate the movement, staging, and parking of Aircraft for Operators, their Sublessees, and their customers, including having the capacity to accommodate the number, type, size, and weight of the Aircraft, without interfering with the movement of Aircraft: (i) in and out of other facilities and/or (ii) operating to, from, or on Taxilanes or Taxiways.
- (b) Aprons associated with hangars will be equal to one and one-half times the hangar square footage and be able to accommodate the movement of Aircraft into and out of the hangar and the staging (and Parking) of customer and/or Operator Aircraft without interfering with the movement of Aircraft: (i) in and out of other facilities and/or (ii) operating to, from, or on Taxilanes or Taxiways. If these conditions cannot be met, additional apron area, as determined by the Authority, will be required.

(4) Vehicle Parking

- (a) Paved Vehicle Parking will be sufficient to accommodate the Vehicles and Equipment for Operator, Operator's Sublessees (if Subleasing facilities), and their customers, Employees, visitors, vendors, suppliers, or contractors.
- (b) Paved Vehicle Parking will be on Operator's Leased Premises and/or located in close proximity to entity's main (primary) facility.
- (c) On-street Vehicle parking may not be used to satisfy the requirements of these Minimum Standards.

**F. Facility Maintenance**

(1) Operator, at its sole cost and expense, will:

- (a) maintain the Leased Premises (including all land and Improvements and related or associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and

security improvements) in a clean, neat, orderly, and fully functional condition consistent with best practices and equal or better in appearance and character to other similar Improvements at or on the Airport, normal wear and tear excepted.

- (b) provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully functional condition consistent with best practices, normal wear and tear excepted.
- (c) in the event that any property in the Leased Premises is damaged or destroyed, in whole or in part, from any cause whatsoever including but not limited to vandalism or trespass, Operator will immediately proceed with the replacement of or the reconstruction work necessary to restore the property and the Leased Premises to the condition and function existing prior to the occurrence of such damage or destruction, and all costs and expense incurred in connection therewith, not covered by Operator's insurance proceeds, will be paid by Operator.

**G. Products, Services, and Facilities**

- (1) Products, services, and facilities will be provided on a reasonable, and not unjustly discriminatory, basis to all Airport users.
- (2) Operator will charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility, provided that, Operator may make reasonable discounts, rebates, or other similar types of price reductions to volume purchasers. Operator will submit a schedule of rates and charges (pricing) to the Authority for review and comment on a monthly basis. In addition to identifying the pricing for Operator's products, services, and facilities, the schedule will identify any discounts, rebates, or other similar types of price reductions offered by Operator. Operator will post its schedule of rates and charges (pricing) in a prominent place readily accessible and/or visible to the general public.
- (3) Operator will conduct its Activities in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner consistent with the degree of care and skill exercised by experienced operators providing comparable products, services, and facilities and/or engaging in similar Activities at like airports (in like markets).

- (a) Operator will maintain a customer service feedback program, satisfactory to the Authority, that monitors the range, level, and quality of products, services, and facilities provided by Operator. Operator will provide information, data, and/or documentation relating to the program as the Authority may request from time to time.
- (b) Operator will promptly respond to any customer complaints and/or disputes and resolve the complaint and/or dispute to the satisfaction of the Authority.

**H. Non-Discrimination**

Operator will not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex (including sexual orientation or gender identity), age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures. In the event of noncompliance with this Section 4. H., the Authority will take such action as the DOT or FAA may allow or direct to enforce such compliance.

**I. Licenses, Permits, Certifications, and Ratings**

Operator will obtain, at its sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of entity's Activities at the Airport as required by the Authority or any other duly authorized Agency prior to engaging in any Activity at the Airport. Upon request, Operator will provide copies of such licenses, permits, certifications, or ratings to the Authority within 10 business days. Entity will keep in effect and post in a prominent place, readily accessible and/or visible to the general public, all necessary or required licenses, permits, certifications, or ratings.

**J. Personnel**

- (1) The person managing Operator's Activities will have at least five (5) years recent experience managing a comparable Activity at a similar airport(s) in a like market(s). Operator will employ a qualified, experienced, and professional on-site manager who will be fully responsible for the day-to-day management of Operator's Activities. Operator will give due consideration to notification from the Authority of the Authority's dissatisfaction with the on-site manager's performance and will take all reasonable action to eliminate the cause of such dissatisfaction including replacement of the on-site manager.

- (2) During hours of Activities, a qualified, experienced, and professional on-site supervisor will be Readily Available and authorized to represent and act for and on behalf of Operator with respect to the Operator's Activities. When not on-site, such person will be immediately available by telephone or pager.
- (3) Operator will have in its employ, on duty, and immediately available during hours of Activity, properly trained, qualified, and courteous personnel in such numbers as are required to meet these Minimum Standards and the reasonable demands of customers for each Activity being conducted by Operator in a safe, secure, efficient, courteous, prompt, and workmanlike manner.
- (4) Operator will control the conduct, demeanor, and appearance of Operator's Employees. Operator will maintain close supervision over its Employees and ensure that high quality products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt, and workmanlike manner.
- (5) Operator will require that personnel obtain, at Operator's or Employee's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Airport as required by the Authority or any other duly authorized Agency prior to personnel engaging in any Activity at the Airport. Upon request, Operator or Employee will provide copies of such licenses, permits, certifications, or ratings to the Authority within 10 business days.
- (6) Operators will not knowingly employ any unauthorized alien, or knowingly contract with a subcontractor who knowingly employs or contracts with an unauthorized alien to perform work at the Airport. For purposes of this section, an "unauthorized alien" will mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or U.S. Attorney General.

**K. Aircraft, Equipment, and Vehicles**

- (1) Operator will have the Aircraft, Equipment, and Vehicles required to ensure that high quality products and services are provided in a safe, secure, efficient, courteous, prompt, and workmanlike manner.
- (2) The minimum required Aircraft, Equipment, and Vehicles must be fully functional and available at all times and capable of providing all required products and services. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, due to routine or emergency maintenance as long as: (i) appropriate measures are being taken

to return the Aircraft, Equipment, or Vehicle to service as soon as possible and (ii) fully functional back-up Aircraft, Equipment, and Vehicles are available at all times.

- (3) Operators will not permit obsolete, derelict, or non-airworthy Aircraft, Equipment, or Vehicles to be stored on the Leased Premises, except to the extent that such Aircraft, Equipment, or Vehicle is being actively repaired for a return to service.

**L. Hours of Activity**

- (1) Hours of activity and contact information for after-hours service will be clearly posted in public view using appropriate and professional signage approved in advance by the Authority.
- (2) Unless otherwise stated in these Minimum Standards, services will be continuously offered and available to meet reasonable demand of customers for the Activity between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- (3) Unless otherwise stated in these Minimum Standards, services will be available all other times (after hours), on-call, with response time not to exceed one hour.

**M. Security**

- (1) The Operator will fully comply with the Authority's Airport Security Program.
- (2) The Operator will designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Authority including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.
- (3) The Operator will develop and maintain an Authority-approved Security Plan.
- (4) The Operator's Security Plan will be submitted to the Authority for review and approval no later than thirty (30) calendar days before entity is scheduled to commence Activities at the Airport and it will be resubmitted any time changes are made.
- (5) Fences, doors, gates, lighting, and locks which are part of the Operator's Leased Premises or have been installed by the Operator must be maintained by the Operator and kept in good condition consistent with best practices, at all times.

- (6) The Operator is required to keep an active log of keys, access cards, and other media issued that allows access to entity's Leased Premises or identifies authorized persons. The log will be made available to the Authority upon request. Any lost or stolen access/identification media will be reported to the Authority immediately.
- (7) The Operator must comply with all applicable reporting requirements as established by the Authority, FAA, DHS, TSA, any other governmental Agencies, or any law enforcement Agencies.

**N. Insurance**

- (1) Operator will procure, maintain, and pay all insurance premiums and audit adjustments throughout the term of its Agreement for the insurance coverages and amounts required by Regulatory Measures and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards for each Activity conducted. Each insurance company will have an A.M. Best Key Rating of at least ANII. Each insurance policy will include a sixty (60) day notice of cancellation provision and a thirty (30) day notice of non-renewal or material change in coverage provision and identify the types of insurance coverages and policy limits being provided and deductible amounts. Copies of each insurance policy will be provided to the Authority. Copies of Certificates of Insurance demonstrating that the Minimum Insurance Requirements have been met by Operator (and all insurance policy renewal notifications) will be provided to the Authority prior to engaging in Activity at the Airport. When coverages and/or the amounts set forth in Attachment A are not commercially available, appropriate replacement coverages and/or amounts must be approved at least 60 calendar days in advance by the Authority.
- (2) When Operator engages in more than one Activity, the minimum coverages and amounts will be established by the Authority and may vary depending upon the nature of each Activity or combination of Activities, but will not necessarily be cumulative. While it may not be necessary for Operator to procure and maintain insurance for the combined total of the minimum requirements of each Activity, entity will procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Authority.
- (3) All insurance, which entity is required to carry and keep in full force and effect, will name the Authority, the Board, and the Airport, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers as additional insured.



- (4) Liability policies will contain, or be endorsed to contain, the following provisions:
  - (a) The Authority and the Board, 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 Authority and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers will be excess of entity's and will not contribute with it.
  - (b) Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, will not affect coverage provided to the Authority and the Board, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers. Operator's insurance will 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.
  - (c) Coverage will not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 60 calendar days prior written notice, by certified mail, return receipt requested, has been given to the Authority.
- (5) Certificates of Insurance for the insurance coverages required by Regulatory Measures and set forth in these Minimum Standards for each Activity will be delivered to the Authority upon execution of any Agreement or when approval is given by the Authority to engage in Commercial Aeronautical Activities at the Airport. Thereafter, Operator will ensure that a current certificate of Insurance is kept on file with the Authority. In addition, 60 calendar days prior to any change being made to Operator's insurance including changing underwriters, coverages, or amounts, entity will furnish a Certificate of Insurance (reflecting the change) to the Authority.
- (6) The coverages and amounts stipulated herein for each Activity represent the minimum coverages and amounts that will be maintained by Operator, at all times, to engage in Activities at the Airport. Operators are encouraged to secure higher coverages and/or amounts.

- (7) Any Operator desirous of self-insuring will furnish evidence to the Authority of the Operator's ability to do so. The Authority will review such evidence and in its sole discretion, may accept or reject such evidence.
- (8) Operators will, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full replacement cost at the time of loss (current replacement cost with no depreciation) thereof against the perils included within the Special Causes of Loss Form in addition to including the perils of Flood, Surface Water, Earthquake, Mudslide, Wind, and Hail. The Operator may assume any specific windstorm and hail deductibles as offered by the insurance carriers for these covered perils but not to exceed either 5% per each building or structure or \$10,000 per occurrence unless approved at least sixty (60) calendar days prior to the inception or renewal date of the insurance policy by the Authority.
- (9) An Operator with a known environmental contamination exposure risk will secure insurance in the amount necessary to clean-up and remediate the Authority's property, Operator's property, and the property of others.
- (10) By prescribing the minimum insurance requirements in this Section 4.N. and Attachment A, the Authority makes no representation that such requirements are sufficient to protect any Operator's property or interests. Each Operator will be solely responsible for determining if additional insurance coverage beyond those required under these Minimum Standards is warranted for its individual Activity.

**O. Indemnification and Hold Harmless**

- (1) Operator will defend, indemnify, save, protect, and hold harmless the Authority, the Board, and the Airport, 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 Authority, the Board, and the Airport, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers as a result of, or arising, in whole or in part, out of entity's activities at the Airport.
- (2) Operator will accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority, the Board, and the Airport, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers in the event of an environmental contaminating accident or incident caused by entity, its Employees, its vendors, its suppliers, its contractors, or any other entity or in the event that

entity, its Employees, its vendors, its suppliers, its contractors, or any other entity violates any environmental law.

- (3) Nothing herein will constitute a waiver of any protection available to the Authority, the Board, and the Airport, individually and collectively, and their representatives, officers, officials, Employees, agents, and volunteers under the Commonwealth of Virginia's governmental immunity act or similar statutory provision.

**P. Taxes**

Operator will, 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, relating to Operator's Leased Premises (land and/or Improvements) and/or entity's Activities at the Airport.

**Q. Multiple Activities**

- (1) When more than one Activity is conducted at the Airport, the minimum standards or requirements will be established by the Authority.
- (2) Depending upon the nature of the combined Activities, the minimum standards or requirements will not be:
  - (a) less than the highest standard or requirement for each element (e.g., land, hangar, office, shop, etc.) within the combined Activities, or
  - (b) greater than the cumulative standards or requirements for all of the combined Activities.

**R. Subcontracting, Subleasing, and Assignment**

The Authority must provide written approval for any Sublease, assignment, or Subcontract for the provision of commercial products or services on the Airport.

- (1) Subcontracting.

Operators are prohibited from Subcontracting all or substantially all of their Commercial Aeronautical Activities at the Airport absent extraordinary circumstances and written approval from the President. However, this prohibition does not apply with respect to an Operator's contractual relationship with individual independent contractors or temporary employees.

- (2) Subleasing.

Operators are permitted to Sublease space to another Operator to perform one or more Commercial Aeronautical Activities, provided that, in its sole discretion, the Authority provides express written

consent to such sublease. As a condition of granting such approval, the Authority may require that, at a minimum, the appropriate Operator(s) or its Sublessee(s), as applicable, satisfy the following conditions:

- Each sublessee enters into an Agreement with the Authority.
- The Operator carries insurance for its Sublessee or provides a certificate of insurance which shows the sublessee and the Authority as additional insured, in amounts commensurate with the activities conducted by the Sublessee; and
- No Operator conducts a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

(3) Assignment.

The Authority may, in its sole discretion, provide express written consent for an Operator to assign its rights under an Agreement subject to these Minimum Standards. Prior to granting consent for any assignment, the Authority may require the prospective assignee to complete an application or submit the information prescribed in Section 3 hereof. The Authority may reject the request to assign the Agreement based on the factors enumerated Section 3 hereof or for any other reason.

**5. FIXED BASE OPERATOR****A. Introduction**

- (1) A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to include the following Activities at the Airport: aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants; passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Aircraft parking, Tiedown, hangar, office, and shop.
- (2) In addition to the General Requirements set forth in Section 4, each FBO at the Airport will meet the following minimum standards set forth in this Section 5.

**B. Scope of Activity**

- (1) Unless otherwise stated in these Minimum Standards, all products and services will be provided by FBO's Employees using FBO's Vehicles and Equipment.
- (2) FBO's products and services will include the following:
  - (a) Aviation Fuel (Jet Fuel and Avgas) and Aircraft lubricants:
    - (i) FBO will deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft using the Airport.
    - (ii) FBO will provide a response time of no more than 15 minutes during required hours of activity (except in circumstances and/or situations beyond the control of the FBO or where reasonably prevented by safety issues).
  - (b) Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
    - (i) FBO will meet, direct, and park all Aircraft arriving on FBO's Leased Premises with exception of Aircraft having a designated (assigned) parking (tiedown or hangar) space.
    - (ii) FBO will provide courtesy transportation within ten (10) miles of the Airport for passengers, crew, and baggage, as necessary and appropriate.

- (iii) FBO will provide parking and Tiedown of Aircraft upon the FBO's Leased Premises.
  - (iv) FBO will provide hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out (Aircraft towing) service.
  - (v) FBO will provide crew and passenger baggage handling and other related Aircraft arrival and departure services.
  - (vi) FBO will provide oxygen, nitrogen, and compressed air services.
  - (vii) FBO will provide lavatory services and Aircraft cleaning services.
  - (viii) FBO will provide Aircraft ground power.
  - (ix) FBO will be able to make available crew and passenger ground transportation arrangements (e.g., Limousine, shuttle, rental car, etc.).
  - (x) FBO will be able to make Aircraft catering arrangements.
- (c) Aircraft Maintenance
- (i) FBO will provide Aircraft Maintenance (as defined in 14 CFR Part 43) for Group I and Group II Piston and Turboprop Aircraft and must operate at the Airport as a certificated repair station under 14 C.F.R. Part 145.
  - (ii) FBO will provide Aircraft Line Maintenance for General Aviation Aircraft up to Group III Turbojet Aircraft not exceeding 100,000 pounds maximum gross takeoff weight.
  - (iii) FBO may meet these requirements by arrangement (and through agreement) with an authorized Sublessee who meets the Minimum Standards for Aircraft Maintenance Operator and operates from the FBO's Leased Premises.
- (d) Aircraft Storage
- FBO will develop, own, and/or lease facilities for the purpose of Subleasing (to the public) Aircraft storage facilities and associated office or shop space (if such space is desired by the public) to entities engaging in Commercial or Non-Commercial Aeronautical Activities.

**C. Leased Premises**

(1) FBO will have adequate land and Improvements to accommodate all Activities of FBO and all approved Sublessees, but not less than the following, which are not cumulative:

(a) Contiguous Land — 10 acres (435,600 square feet), upon which all required Improvements including Apron, Paved Tiedown, facilities, and Vehicle Parking will be located.

(b) Apron — five acres (217,800 square feet), with a weight bearing capacity adequate to accommodate the largest Aircraft handled or serviced by FBO on the Leased Premises.

(c) Paved Tiedown — 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 15 Paved Tiedown spaces.

(d) Facilities - 65,000 square feet (total) consisting of the following:

(i) Terminal Building — 10,000 square feet

Customer area will be at least 5,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, and restrooms.

Administrative area will be at least 1,000 dedicated square feet to include adequate space for Employee offices/work areas and storage.

A minimum of 2,000 dedicated square feet of office space will be available for sublease.

(ii) Aircraft Maintenance — 15,000 square feet

Maintenance customers will have immediate access to FBO's customer lounge and restrooms.

Administrative area will be at least 500 dedicated square feet to include adequate space for Employee offices/work areas and storage.

Maintenance area will be at least 1,500 dedicated square feet to include adequate space for Employee work areas, shop areas, and storage for Aircraft parts and equipment.

Maintenance hangar area will not be less than 10,000 square feet (on a standalone basis or within another structure) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance, whichever is greater.

- (i) Aircraft Storage — 40,000 square feet

Storage hangar area will not be less than 40,000 square feet (on a standalone basis or within another structure) or large enough to accommodate the largest Aircraft being stored, whichever is greater. No single storage hangar will be less than 10,000 square feet.

**D. Fuel Storage**

- (1) FBO will develop, own, lease, and/or have a contract to use a Fuel storage facility at the Airport, unless otherwise required or authorized, in a location consistent with the Airport Master Plan, Airport Layout Plan, and/or land use plan and approved by the Authority.
- (2) The Fuel storage facility must have total capacity for three days peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event will the total storage capacity be less than:
  - (a) 50,000 gallons for Jet Fuel storage
  - (b) 10,000 gallons for Avgas storage
  - (c) FBO will have adequate storage for waste Fuel or test samples (or demonstrate the capability of being able to recycle same);
  - (d) FBO will also demonstrate the capability of expanding its Fuel storage facility (capacity) within a reasonable time period.
- (3) FBO will obtain and maintain satisfactory arrangements with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- (4) FBO will provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for Fuel storage facilities and FBO's Activities. An updated copy of the SPCC Plan will be filed with the Authority at least 30 calendar days prior to any scheduled changes in operations.



- (5) FBO will be liable and will defend, indemnify, save, protect, and hold harmless the Authority for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.
- (6) Fuel delivered, stored, or dispensed by FBO will meet the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.
- (7) On or before the 10th day of each calendar month, FBO will: (i) provide a summary report of the prior calendar month to the Authority identifying the amount (number of gallons) of: (a) aviation Fuel purchased by FBO (by Fuel type), (b) delivered to FBO's Fuel storage facility (by Fuel type), and (c) delivered to FBO customer Aircraft and/or dispensed by FBO at the Airport (by customer type) and (ii) pay the appropriate fees and charges due to the Authority at the Airport administrative offices.
- (8) Records and all metering equipment will be made available for review and/or audit by the Authority or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by FBO and the amount of Fuel delivered to FBO customer Aircraft or dispensed by FBO at the Airport, FBO will promptly pay all additional fees and charges due the Authority, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**E. Fueling Equipment**

- (1) FBO will have no less than three (3) Jet Fuel Refueling Vehicles, each having a capacity of at least 5,000 gallons.
- (2) FBO will have no less than two Avgas Refueling Vehicles, each having a capacity of at least 750 gallons.
  - (a) 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. Such agreement must be provided to the Authority.
- (3) Aircraft Refueling Vehicles will be equipped with metering devices that meet all applicable Regulatory Measures. One Refueling Vehicle dispensing Jet Fuel will have over-the-wing and single point Aircraft servicing capability. All Refueling Vehicles will be bottom loaded.

- (4) Each Refueling Vehicle and all fueling Equipment will be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by:
  - (a) Commonwealth of Virginia;
  - (b) National Fire Protection Association (NFPA) Codes;
  - (c) 14 CFR § 139.321, "Handling/Storing of Hazardous Substances and Materials."
  - (d) All applicable ACs, including but not limited to AC 00-34A, "Aircraft Ground Handling and Servicing," and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used On An Airport."

**F. Other Equipment**

- (1) FBO will have the following Equipment:
  - (a) Adequate wheel chocks for Aircraft parking on open apron areas and Equipment for securing Aircraft. For Aircraft Tiedowns, FBO will have ropes, chains, wheel chocks, and other types of Aircraft restraining devices which are required to safely secure Aircraft as described in AC 20-35C;
  - (b) One oxygen cart, one nitrogen cart, and one compressed air unit
  - (c) One Courtesy Vehicle (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;
  - (d) One Apron transportation Vehicle to provide transportation of passengers and baggage between the FBO terminal building and Aircraft;
  - (e) Two fully equipped and functional Aircraft towing Vehicles and tow bars with at least one having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport;
  - (f) Two ground power units capable of providing electricity to direct current (DC) powered Aircraft;
  - (g) One lavatory service cart;

- (h) Spill kits including one mobile unit per contiguous ramp area with the necessary Equipment and materials to contain a Fuel spill and keep it from flowing into drains or other areas;
- (i) Adequate number of approved and regularly inspected dry chemical fire extinguisher units will be maintained within all hangars, on all Apron areas, at all Fuel storage facilities, and on all grounding handling and Refueling Vehicles and Equipment; and
- (j) All Equipment reasonably necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and manufacturers' specifications.

**G. Personnel**

- (1) Personnel, while on duty, will be clean, neat in appearance, courteous, and at all times, properly uniformed. Uniforms will identify the name of the FBO and the Employee and will be clean, neat, professional, and properly maintained at all times. Management and administrative personnel will not be required to be uniformed.
- (2) FBO will develop and maintain SOP for Fueling and ground handling and will ensure compliance with standards set forth in AC 00-34A "Aircraft Ground Handling and Servicing" and applicable Regulatory Measures. FBO's SOP will include a training plan, Fuel quality assurance procedures and record keeping, and emergency response procedures to Fuel spills and fires. FBO's SOP will also address regular safety and security inspections, bonding and fire protection; public protection; marking and labeling of (and controlling access to) Refueling Vehicles, Fueling Equipment, and Fuel storage facilities. FBO's SOP will be submitted to the Authority no later than 30 calendar days before the FBO's Activities are scheduled to commence at the Airport and it will be resubmitted any time changes are planned.
- (3) FBO will employ no less than four properly trained and qualified line service technicians on each shift (except from the hours of 10:00 p.m. to 6:00 a.m. when FBO may have two properly trained and qualified line service technician on shift) to provide Aircraft Fueling, Parking, and ground services and support.
  - (a) FBO will have one supervisory line service technician (FBO Employee) trained in an FAA approved fire safety program (14 CFR Part 139.321).

- (4) FBO will employ no less than one properly trained and qualified customer service representative on each shift (except from the hours of 10:00 p.m. to 6:00 a.m.) to provide customer service and support.
- (5) FBO (or authorized Sublessee — Aircraft Maintenance Operator) will employ no less than two (2) A & P Mechanics properly trained and qualified to perform Aircraft Maintenance on Aircraft normally frequenting the Airport.

**H. Hours of Activity**

Aircraft Fueling, Parking, and passenger, crew, and Aircraft ground services, support, and amenities will be continuously offered and available to meet reasonable demands of customers for this Activity 24 hours a day, 7 days a week including holidays.

**I. Aircraft Removal**

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

**6. AIRCRAFT MAINTENANCE OPERATOR (SASO)**
**A. Introduction**

- (1) An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) for Aircraft in addition to selling Aircraft parts, accessories, and related components.
- (2) In addition to the General Requirements set forth in Section 4, each Aircraft Maintenance Operator at the Airport will meet the following minimum standards set forth in this Section 6.
- (3) An Aircraft Maintenance Operator may be a direct Lessee from the Authority or an approved Sublessee from another Operator.

**B. Leased Premises**

- (1) Operator engaging in this Activity will have adequate land, Apron/Paved Tiedown, facilities, and Vehicle Parking to accommodate all Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.
- (2) The minimum requirements identified in the table that follows are based upon the largest Aircraft Design Group serviced by Operator but may vary based upon whether Operator is providing its Activities as a Lessee of the Authority or approved Sublessee from another Operator.

	<b>Group I Piston and Turboprop Aircraft</b>	<b>Group II Piston and Turboprop Aircraft</b>	<b>Group I Turbojet Aircraft</b>	<b>Group II Turbojet Aircraft</b>	<b>Group III Turbojet Aircraft</b>
Contiguous Land (Lessee Only)	19,500 SF	24,000 SF	28,500 SF	36,750 SF	51,750 SF
Customer Area (Lessee)	500 SF				
Customer Area (Sublessee)	Immediate Access				
Administrative Area	500 SF				
Maintenance Area	500 SF	500 SF	1,000 SF	1,250 SF	1,250 SF
Hangar	5,000 SF	6,500 SF	7,500 SF	10,000 SF	15,000 SF

- (a) All required Improvements including Apron, facilities, and Vehicle parking will be located on Contiguous Land.

- (b) Facilities will include customer, administrative, maintenance, and hangar areas.
  - (i) Customer area (for a Lessee) will include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.
  - (ii) Administrative area will include adequate and dedicated space for Employee offices/work areas and storage.
  - (iii) Maintenance area will include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.
  - (iv) Hangar area will be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified in the table at Section 6.B.2.) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance whichever is greater.

**C. Licenses and Certification**

- (1) Operator conducting Aircraft Maintenance on Turboprop or Turbojet Aircraft will have all credentials necessary to be certificated as a repair station pursuant to 14 C.F.R. Part 145.
- (2) Personnel will be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

**D. Personnel**

- (1) Operator will employ a sufficient number of personnel (including A & P Mechanics and customer service representatives) to carry out Operator's Activity in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of customers for this Activity.
  - (a) Operator will employ one A & P Mechanic and one customer service representative as Employees who will be available during the required hours of activity. An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P mechanic is performing duties off Airport.
  - (b) Operators providing 100 hour, annual, or phase inspections will employ an A & P Mechanic having Inspection Authorization (IA).

**E. Equipment**

An Operator conducting Aircraft Maintenance on Turboprop or Turbojet Aircraft will provide sufficient Equipment, supplies, and availability of parts, accessories, and related components as required for certification as an FAA Repair Station pursuant to 14 C.F.R. Part 145.

**7. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)**

**A. Introduction**

- (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).
- (2) In addition to the General Requirements set forth in Section 4, each Operator at the Airport will meet the following minimum standards set forth in this Section 7.
- (3) An Avionics or Instrument Maintenance Operator may be a direct Lessee from the Authority or an approved Sublessee from another Operator.

**B. Leased Premises**

- (1) Operator engaging in this Activity will have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative. These requirements may vary based upon whether Operator is providing its Activities as a Lessee of the Authority or approved Sublessee from another Operator.
  - (a) For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum facility requirements are as follows:

	<b>Group I Piston and Turboprop Aircraft</b>	<b>Group II Piston and Turboprop Aircraft</b>	<b>Group I Turbojet Aircraft</b>	<b>Group II Turbojet Aircraft</b>	<b>Group III Turbojet Aircraft</b>
Contiguous Land (Lessee Only)	21,780 SF	21,780 SF	21,780 SF	21,780 SF	21,780 SF
Total Facilities	1,000 SF	1,250 SF	1,500 SF	1,750 SF	2,000 SF
Customer Area (Lessee)	Accessible				
Customer Area (Sublessee)	Immediate Access				
Administrative Area	250 SF				
Maintenance Area	300 SF 450 SF 600 SF 750 SF 900 SF				

- (b) For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements, which are based upon the type of Aircraft being serviced, are as follows:



	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	21,780 SF	22,500 SF	27,000 SF	37,500 SF	52,500 SF
Total Facilities	6,000 SF	7,500 SF	9,000 SF	12,500 SF	17,500 SF
Customer Area (Lessee)	Accessible				
Customer Area (Sublessee)	Immediate Access				
Administrative Area	250 SF				
Maintenance Area	300 SF	450 SF	600 SF	750 SF	900 SF
Hangar	5,000 SF	6,500 SF	8,000 SF	9,500 SF	15,000 SF

- (c) All required Improvements including Apron, facilities, and Vehicle Parking will be located on Contiguous Land.
- (d) Facilities will include customer, administrative, maintenance, and hangar (if required) areas.
  - (i) Customer area (for a Lessee) will include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.
  - (ii) Administrative area will include adequate and dedicated space for Employee offices, work areas, and storage.
  - (iii) Maintenance area will include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.
  - (iv) Hangar area (if required) will 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 being serviced, whichever is greater.

### **C. Licenses and Certifications**

- (1) Operator performing avionics or instrument maintenance will have all credentials necessary to be certificated as a repair station pursuant to 14 C.F.R. Part 145.

- (2) Personnel will be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

**D. Personnel**

- (1) Operator will employ a sufficient number of personnel (including technicians and customer service representatives) to carry out Activity in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of customers for this Activity. Operator will employ one technician and one customer service representative as Employees who will be available during required hours of activity. A technician may fulfill the responsibilities of the customer service representative unless the technician is performing duties off-Airport.

**E. Equipment**

Operator conducting Avionics or Instrument Maintenance will provide sufficient shop space, Equipment, supplies, and availability of parts, accessories, or related components as required for certification as an FAA Repair Station.

**8. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)****A. Introduction**

- (1) An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public.
- (2) A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public.
- (3) In addition to the General Requirements set forth in Section 4, each Operator at the Airport will meet the following minimum standards set forth in this Section 8.
- (4) An Aircraft Rental Operator or a Flight Training Operator may provide its Activities as a Lessee of the Authority or approved Sublessee from another Operator.

**B. Leased Premises**

- (1) Operator engaging in this Activity will have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following:
  - (a) 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 will be located.
  - (b) 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 will be located.
  - (c) Apron/Paved Tiedowns (Lessee only) will be adequate to accommodate all of the Aircraft in Operator's fleet at the Airport.
    - (i) If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
  - (d) Facilities will 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 will meet the minimum standards for an Aircraft Maintenance Operator.

- (i) Customer area (for a Lessee) will be at least 1,000 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
- (ii) Customer area (for a Sublessee) will be at least 500 square feet to include adequate space for class/training rooms. Operator's customers will have immediate access to customer lounge, public use telephone, and restrooms.
- (iii) Administrative area will be at least 500 square feet to include adequate and dedicated space for Employee offices, work areas, and storage.
- (iv) Hangar area (for a Lessee), if required, will be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- (v) Hangar area (for a Sublessee), if required, will be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- (vi) Maintenance area, if required, will be at least 500 square feet to include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

**C. Licenses and Certifications**

Personnel performing Aircraft proficiency checks and/or Flight Training will be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or Flight Training being provided. Flight Training Operators will have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction for private pilot, commercial pilot, and instrument rating.

**D. Personnel**

- (1) Operator will employ or have available a sufficient number of personnel to carry out Activity in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of customers for this Activity.
  - (a) Operator will employ no less than two flight instructors and one customer service representative as Employees who will be available during required Hours of Activity. One of the required flight

instructors may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-Airport.

- (b) Flight Training Operators will employ 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.

**E. Equipment**

- (1) Operator will have available for rental or use in Flight Training, either owned by or under written lease to (and under the full and exclusive control of) Operator, at least two properly certificated and continuously airworthy Aircraft, at least one of which will be equipped for and fully capable of flight under instrument conditions and one of which will be a four-place Aircraft.
- (2) Flight Training Operators will provide adequate training aids necessary to provide proper and effective ground school instruction.

**F. Hours of Activity**

Operator will be open and services will be available to meet the reasonable demands of customers for this Activity six days a week, eight hours a day.

**G. Insurance Disclosure**

Any Operator conducting Aircraft rental or Flight Training will post a notice (and incorporate within the rental and instruction agreements) identifying the insurance coverages provided to the renter or student by Operator, as well as a statement advising that additional insurance coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator will provide a copy of such notice to the Authority.

**9. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)****A. Introduction**

- (1) An Aircraft Charter Operator is a Commercial Operator licensed by the FAA to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the FAA. This term specifically includes, but is not limited to, operators certificated by FAA under 14 CFR Parts 135 or 380. An Aircraft Charter Operator does not include an Air Carrier certificated under 14 CFR Part 121.
- (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 public.
- (3) In addition to the General Requirements set forth in Section 4, each Operator at the Airport will meet the following minimum standards set forth in this Section 9.
- (4) An Aircraft Charter Operator or an Aircraft Management Operator may provide its Activities as a Lessee of the Authority or approved Sublessee from another Operator.
- (5) Aircraft Charter Operators not based at the Airport and utilizing the Airport for the occasional pickup or drop-off of passengers, the determination of which will be in the Authority's sole discretion, are exempt from these Minimum Standards.

**B. Leased Premises**

- (1) Operator engaging in this Activity will have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), which are not cumulative, but not less than the following:
  - (a) 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 will be located.
  - (b) 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 will be located.

- (c) Apron/Paved Tiedowns (Lessee only) will be adequate to accommodate the Aircraft in Operator's fleet. If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
- (d) Facilities will 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 will meet the minimum standards for an Aircraft Maintenance Operator.
  - (i) Customer area (for a Lessee) will be at least 500 square feet to include adequate space for customer lounge, public use telephone, and restrooms.
  - (ii) Customer area (for a Sublessee): Customers will have immediate access to customer lounge (if appropriate) and restrooms.
  - (iii) Administrative area will be at least 500 square feet and will include adequate and dedicated space for Employee offices/work areas and storage.
  - (iv) Hangar area (for a Lessee), if required, will be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
  - (v) Hangar area (for a Sublessee), if required, will be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
  - (vi) Maintenance area, if required, will be at least 500 square feet and will include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

**C. Licenses and Certifications**

- (1) Aircraft Charter Operators will have and provide copies to the Authority 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 will be immediately provided to the Authority.

- (2) Personnel will be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Activity.

#### **D. Personnel**

- (1) Operator will employ a sufficient number of personnel to carry out Activity in a safe, secure, efficient, courteous, prompt, and workmanlike (professional) manner while also meeting the reasonable demands of customers for this Activity.
  - (a) An Aircraft Charter Operator will employ one chief pilot, no less than one commercial pilot (who may also serve as the chief pilot), and no less than one customer service representative as Employees who will be available during the required Hours of Activity (see Section 9. F.). The chief pilot or the commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off-Airport.
  - (b) An Aircraft Management Operator will employ no less than one customer service representative who will be available during required Hours of Activity (see Section 9. F.).

#### **E. Equipment**

Operator will provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least two certificated and continuously airworthy multi-engine Piston Aircraft or larger which will be equipped for and fully capable of flight under instrument conditions.

#### **F. Hours of Activity**

Operator will be open and services will be available to meet the reasonable demands of customers for this Activity. After hours, on-call response time to prospective customer inquiries will not exceed one hour, a trip quote will be provided to the prospective customer within one hour of that time, and notwithstanding circumstances beyond Operator's control, the Operator will initiate the flight within two hours of the time the trip quote was provided to the prospective customer.



**10. AIRCRAFT SALES OPERATOR (SASO)****A. Introduction**

- (1) An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft on a regular basis, as determined by the Authority in its reasonable discretion
- (2) In addition to the General Requirements set forth in Section 4, each Aircraft Sales Operator at the Airport will meet, at a minimum, the following minimum standards set forth in this Section 10.
- (3) An Aircraft Sales Operator may provide its Activities as a Lessee of the Authority or approved Sublessee from another Operator.

**B. Leased Premises**

- (1) Operator engaging in this Activity will have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), which are not cumulative, but not less than the following:
  - (a) 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 will be located.
  - (b) 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 will be located.
  - (c) Apron/Paved Tiedowns (Lessee only) will be adequate to accommodate the Aircraft for sale.
    - (i) If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport (inventory), Paved Tiedowns are not required.
  - (d) Facilities will 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 will meet the minimum standards for an Aircraft Maintenance Operator.

- (i) Customer area (for a Lessee) will be at least 500 square feet and will include adequate space for customer lounge and restrooms.
- (ii) Customer area (for a Sublessee): Customers will have immediate access to customer lounge (if appropriate), public use telephone, and restrooms.
- (iii) Administrative area will be at least 250 square feet and will include adequate and dedicated space for Employee offices, work areas, and storage.
- (iv) Hangar area (for a Lessee), if required, will be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- (v) Hangar area (for a Sublessee), if required, will be large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator.
- (vi) Maintenance area, if required, will be at least 500 square feet and will include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

**C. Dealership**

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

**D. Licenses and Certifications**

Personnel will 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.

**E. Personnel**

- (1) Operator will employ or have available a sufficient number of personnel to carry out Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Activity. Operator will employ no less than one current commercial pilot and one customer service representative who will be

available during the required hours of activity. The commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

**F. Equipment**

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

**11. AIRCRAFT STORAGE OPERATOR**

**A. Introduction**

- (1) An Aircraft Storage Operator is a Commercial Operator that develops (constructs) and owns (or leases) an Aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in Commercial or Non-Commercial Aeronautical Activities.
- (2) In addition to the General Requirements set forth in Section 4, each Commercial Aircraft Storage Operator at the Airport will meet the following minimum standards set forth in this Section 11.

**B. Leased Premises**

- (1) Operator engaging in this Activity will have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), which are not cumulative, but not less than the following:

	<b>Group I and Group II Piston and Turboprop Aircraft</b>	<b>Group I and Group II Turbojet Aircraft</b>	<b>Group III Turbojet Aircraft</b>
Contiguous Land	22,500 SF	37,500 SF	52,500 SF
Hangar	7,500 SF	12,500 SF	17,500 SF

- (a) All required Improvements including Apron, facilities, and Vehicle parking will be located on Contiguous Land.
- (b) The development of hangar(s) will be limited to the following types of hangar structures:
  - (i) single structures of not less than 2,500 square feet, completely enclosed or
  - (ii) single structures of not less than 7,500 square feet, subdivided and configured (although each unit will not be less than 1,250 square feet) to accommodate individual bays for the storage of Private Aircraft.

**C. Hours of Activity**

Operator will ensure that facilities are available for use (and readily accessible) 7 days a week including holidays and 24 hours a day.

**12. MISCELLANEOUS COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)****A. Defined**

Commercial Aeronautical Operators may be authorized to provide additional Commercial Aeronautical Activities at the Airport that are not conducive to a specific set of minimum standards ("Miscellaneous Activities"). Such Miscellaneous Activities may include, but will not be limited to:

- (1) Non-stop sightseeing flights that begin and end at the Airport.
- (2) Aerial firefighting operations.
- (3) Aerial photography or survey.
- (4) Search and rescue operations.
- (5) Helicopter operations in construction and repair work.
- (6) Power line or pipeline patrol.
- (7) Unmanned aerial systems (drones).
- (8) Propeller repair.
- (9) Aircraft accessory repair and servicing.
- (10) Other non-fueling operations or services as authorized by the President.

**B. Agreement Required**

- (1) A Commercial Aeronautical Operator will not commence operation of a Miscellaneous Activity unless authorized by the President under an appropriate Agreement, which may contain standards, terms, and conditions developed by the Authority for such Miscellaneous Activity beyond those set forth in these Minimum Standards.

**C. Other Standards**

- (1) In addition to the General Requirements set forth in Section 2 and its Agreement, an Operator conducting a Miscellaneous Activity at the Airport will meet the following minimum standards set forth in this Section 12.
- (2) Maintenance and hangar areas will be 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 will meet the minimum standards for an Aircraft Maintenance Operator.

**13. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)****A. Introduction**

- (1) The Authority recognizes that Aircraft Operators using the Airport may, from time to time, have specialized service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). 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 in the case where existing Operators are unable to provide the services required within a reasonable timeframe, the Authority may allow an Aircraft Operator to utilize the services of an entity that does not lease or sublease space on the Airport.
  - (a) Aircraft Operator will initialize the process by informing the Authority about the specialized services desired, the timeframe for the execution of said services, and the Temporary Specialized Aviation Service Operator to provide such services.
  - (b) Aircraft Operator will be responsible for assuring that the Temporary Specialized Aviation Service Operator complies with all Regulatory Measures while at or on the Airport.
- (2) In addition to the General Requirements set forth in Section 4, each Temporary Specialized Aviation Service Operator at the Airport will meet the following minimum standards set forth in this Section 13. The Authority reserves the right to impose additional or different conditions depending on the nature of the Temporary Specialized Aviation Service Operator's intended Commercial Aeronautical Activities.

**B. Scope of Activity**

Temporary Specialized Aviation Service Operator will conduct Activity on the Leased Premises of the Aircraft Operator in a safe, secure, efficient, prompt, courteous, and workmanlike manner consistent with the degree of care and skill exercised by qualified and experienced Operators providing comparable services and/or engaging in similar Activities at like airports (in like markets).

**C. Agreement Required**

- (1) Prior to engaging in Activity at (or on) the Airport, Temporary Specialized Aviation Service Operator must execute an Agreement with the Authority, which will extend for a specific period of time. Renewal will be subject to the Temporary Specialized Aviation Service Operator's compliance with all terms and conditions of the Agreement.

- (2) Temporary Specialized Aviation Service Operator will meet all requirements for the permitted Activities and limit service provided to the entity area and the time period identified in the approved Agreement.
- (3) Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the Authority prior to Operator engaging in Activities at (or on) the Airport.

**D. Licenses and Certifications**

Temporary Specialized Aviation Service Operator will have and provide evidence to the Authority of all Agency licenses, certificates, and/or ratings that are required to engage in the Activity.



**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	Miscellaneous Commercial Aeronautical Activities	Aircraft Storage Operator	Temporary Specialized Aviation Service Operator	
<b>COMMERCIAL GENERAL LIABILITY (Combined Single Limit)</b>										
Each Occurrence	\$25,000,000	\$5,000,000 Piston \$10,000,000 Turboprop/Turbine	\$10,000,000	\$1,000,000	\$5,000,000 Piston \$10,000,000 Turboprop/Turbine	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	
<b>VEHICULAR LIABILITY (Combined Single Limit, Each Occurrence)</b>										
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	
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	
<b>HANGAR KEEPER'S LIABILITY (Largest Aircraft Normally Accommodated)</b>										
SE Piston Group	Each Aircraft	\$15,000,000 Each Aircraft \$25,000,000 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	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
<b>AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)</b>										
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						
<b>ENVIRONMENTAL LIABILITY (Combined Single Limit, Each Occurrence)</b>										
Each Occurrence	[UNDER REVIEW]	[UNDER REVIEW]								
<b>WORKER'S COMPENSATION</b>										
Limits Based Upon Statutory Requirements										

**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 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.

**Environmental 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.