

MINIMUM OPERATING STANDARDS OF THE NEW RIVER VALLEY AIRPORT (KPSK)

Located at:
5391 C. V. Jackson Road
Dublin, VA

Adopted February 2010



POLICY

It is the intent of this policy to promote fair competition at the New River Valley Airport and not to expose those who have undertaken to provide commodities and services to irresponsible competition.

The adoption of Minimum Standards for the Airport is intended to comply with federal law prohibiting the grant of exclusive rights to use an airport that has received federal funding through AIP funds. The adoption of Minimum Standards is highly recommended by the FAA as a means to comply with federal law and regulations concerning exclusive rights.

The New River Valley Airport Commission adopts these Minimum Standards as an outline in this document as policy to protect the public interest and apply an appropriate level of standard for the services offered at the New River Valley Airport.

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APPENDIX 1: INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

AERONAUTICAL ACTIVITY -any activity conducted at the Airport that involves, makes possible or is required for the operation of aircraft; or which contributes to or is required for the safety of such operations.

NOTE: Activities within this definition, commonly conducted on airports, include but are not limited to the following: air taxi and charter operations, scheduled and non-scheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultra-light activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity. The preceding is for example purposes only.

AERONAUTICAL SERVICE - any service which involves makes possible or is required for the operation of aircraft; or which contributes to or is required for the safety of aircraft operations commonly conducted on the Airport.

AIRCRAFT -means a device that is used or intended to be used for flight in the air.

AIRCRAFT CHARTER OPERATOR -an entity that engages in on-demand non-scheduled passenger/cargo transportation services.

AIRCRAFT MAINTENANCE OPERATOR -an authorized entity who provides aircraft airframe and powerplant maintenance, repair and/or overhaul service.

AIRCRAFT SALES OPERATOR - An entity engaged in the sale of new and/or used aircraft.

AIRCRAFT RENTAL OPERATOR - an entity engaged in the rental of fixed or rotor wing aircraft to the public.

AIRPORT – New River Valley Airport, together with all improvements and facilities of whatever nature located thereon.

AIRPORT LAYOUT PLAN (ALP) - a graphic presentation to scale of existing and ultimate Airport facilities, their location on the Airport and the pertinent clearance and dimensional information required to show relationships with applicable standards.

AIRPORT OPERATIONS AREA (AOA) - an area of the Airport that can be used for landing, takeoff, or surface maneuvering of aircraft, and contiguous areas delineated for the protection and security of aeronautical activities.

AIRPORT SECURITY PLAN - a document approved by the New River Valley Airport Commission that relates to security guidelines and regulations applicable at the airport.

AGREEMENT - any contract, lease or concession with a concurrence of intention.

ASSURANCE - a provision contained in a Federal grant agreement to which the recipient of Federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

AVIONICS / INSTRUMENT MAINTENANCE OPERATOR - an authorized entity engaged in the business of and providing a facility for the repair, maintenance and overhaul of aircraft radios, electrical systems, instruments, propellers and other accessories.

CFR – Code of Federal Regulations.

COMMERCIAL ACTIVITY – relating to an operation conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange for service), and/or profit, whether or not such objectives are accomplished.

COMMERCIAL HANGAR OPERATOR – an entity engaged in the lease or sale of conventional hangars and/or T-hangars for the storage of aircraft.

COMMERCIAL MINIMUM STANDARDS -the qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities or for the right to engage in on-airport commercial aeronautical activities.

COMMERCIAL SELF-SERVICE FUELING – the fueling of an aircraft by the pilot of that aircraft, using fuel pumps installed for that purpose. The fueling facility may or may not be attended by the FBO owner/operator of such a facility. The use of this type of facility is commercial in nature and is not to be considered to be Self-Service (as defined herein).

COMMISSION – In this document, the New River Valley Airport Commission.

EXCLUSIVE RIGHT -a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

FAA - the Federal Aviation Administration.

FBO (FIXED BASE OPERATOR) - an entity that maintains facilities and provides in-plane fueling services at the Airport for the purpose of engaging in commercial aeronautical activities/services on the Airport. This definition also includes, but is not limited to, the following: flight training, aircraft rental, aircraft sales, aircraft charter or air taxi, airframe and powerplant repair, aircraft line service and certain specialized activities; and being authorized to conduct such a business through licensing by the Board.

Only an FBO or the Commission may provide aviation fuel services at the Airport.

FLIGHT TRAINING OPERATOR -an entity engaged in instructing pilots in dual and solo flight training using fixed or rotary wing aircraft.

FUELING OPERATIONS -the dispensing of aviation fuel into aircraft.

GRANTEE - as used in various agreements, a party who has been granted certain rights while operating at the New River Valley Airport.

GRANTOR - as used in various agreements, the New River Valley Airport Commission.

INDEPENDENT CONTRACTOR - a person or entity that contracts to do work or perform a service for another party and that retains total and free control over the means or methods used in doing the work or performing the service, as opposed to being an employee of the other party.

LANDSIDE - all areas of the Airport outside of the Movement and Non-movement areas.

LEASED AIRCRAFT - (pertaining to the lease of aircraft by an entity conducting an aeronautical activity) a long-term written agreement established on a minimum basis of six (6) months wherein the lessee shall have full control over the scheduling and use of the specific aircraft.

NON-COMMERCIAL ACTIVITY – relating to an operation not conducted for the purpose of securing earnings, income, compensation, reimbursement (including exchange of service) and/or profit.

OPERATOR - any **FBO, SASO**, and/or any entity subject to the standards set forth herein.

OWNER -any individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof that owns or leases an aircraft.

PERSON -an individual, firm, partnership, corporation, company, association, entity, and any trustee, receiver, assignee or similar representative thereof.

RENTAL AIRCRAFT – an aircraft that is leased on typically a per-hour basis for the purpose of flight training or providing a service to pilots to utilize the aircraft.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - an aeronautical business on the Airport that offers limited aeronautical service and does not sell fuel. Examples of services provided may include aircraft rental; flight training; aircraft, airframe and powerplant repair/maintenance; aircraft charter; air taxi or air ambulance; aircraft sales; avionics, instrument or propeller services; or other specialized commercial flight support activities that is authorized to conduct such business through licensing by the Commission.

SELF-FUELER - (or Self-Service Fueling Operator) any Owner on the Airport that performs aircraft fueling services on its own aircraft with its own employees and its own fueling equipment with fuel that the Owner obtained from the source of his/her preference, subject to the prior receipt of a fueling permit from the Airport.

SELF-SERVICE -Maintenance of an aircraft on Airport property deemed to be performed by the aircraft Owner or operator in accordance with the Airport's reasonable standards or requirements and using equipment, and parts obtained by the Owner from the source of his/her preference, subject to the prior receipt of a fueling permit from the Airport.

14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot. Some examples of work considered as preventative maintenance are as follows:

- (1) Removal, installation, and repair of landing gear tires.
- (2) Replacing elastic shock absorber cords on landing gear.
- (3) Servicing landing-gear shock struts by adding oil, air, or both.
- (4) Servicing landing-gear wheel bearings, such as cleaning and greasing.
- (5) Replacing defective safety wiring or cotter keys.
- (6) Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.
- (7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control services. In the case of balloons, the making of small fabric repairs to envelopes (as defined in and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
- (8) Replenishing hydraulic fluid in the hydraulic reservoir.
- (9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, or cabin or cockpit interior, when removal or disassembly of any primary structure or operating system is not required.
- (10) Applying preservative or protective material to components where no disassembly of any primary structure or operating systems is involved and where such coating is not prohibited or is not contrary to good practices.

(11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system, interfere with an operating system, or affect the primary structure of the aircraft.

(12) Making small, simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements, but not changing the contour so as to interfere with proper airflow.

(13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.

(14) Replacing safety belts.

(15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.

(16) Troubleshooting and repairing broken circuits in landing-light wiring circuits.

NOTE: See also 14 CFR Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration.

SUBLEASE -a lease by a tenant or grantee of an interest in part or all of a leased premise to another person or company but with the original tenant or grantee retaining some rights or interests under the original lease.

SUBLICENSE - a license (a special privilege or permission) granted by a licensee of the Authority giving rights of products or services to another party that is not the primary holder of such rights.

THROUGH-THE-FENCE OPERATION – an arrangement that the Airport may at times enter into to permit access to the public landing area by independent operators offering an aeronautical activity or access to aircraft based on land adjacent to, but not part of, the Airport and property beyond the Commission’s control. It also includes services performed on the Airport by individuals or companies which do not have a lease or permit from the Commission to perform such services.

TSA - the Transportation Security Administration.

SECTION TWO – GENERAL REQUIREMENTS

PROSPECTIVE/EXISTING PROVIDERS

The following shall apply to all prospective aeronautical service providers at the New River Valley Airport:

1. EXPERIENCE/CAPABILITY

An Operator shall have such business background and shall have demonstrated business capability to the satisfaction of and in such manner as to meet with the approval of the Board.

Any prospective Operator seeking to conduct Commercial Activity at the Airport should demonstrate that it has adequate resources to realize the Operator's business objectives agreed to by the Commission and said Operator. This experience should be clearly established in a proposal that is brought before the Commission for consideration.

2. AGREEMENT REQUIRED

No Operator shall be permitted to use any land, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless such activity is conducted in accord with the Commercial Minimum Standards established herein and as hereinafter amended from time to time by the Commission; and unless a proper operating agreement or a valid property lease agreement allowing the conduct of such specifically authorized activities on the Airport has been executed by both parties.

The terms and conditions of any agreement between the Commission and an Operator requesting permission to perform a Commercial Aeronautical Activity shall be contained in a written lease, sublease, contract or operating agreement (Agreement); provided, however, that use of the Airport by a party performing Commercial Aeronautical Activities in the absence of a written Agreement shall not excuse such party from the payment of applicable fees and charges established by the Commission. An Operator shall not engage in any Commercial Activity not specifically authorized by Agreement.

Except as otherwise provided in a written Agreement, any party performing Commercial Aeronautical Activities shall be subject to the Airport Rules and Regulations and Commercial Minimum Standards set forth by the Commission.

3. PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Rates and Charges Ordinance enacted by the Commission or as otherwise specified in a written Agreement.

4. MINIMUM LEASED PREMISES

The Operator shall lease sufficient land and/or building space to accommodate all activities and operations proposed by the Operator. The minimum requirements in each instance shall be subject to the approval of Commission.

5. FACILITY MAINTENANCE

Unless otherwise agreed to in writing, during the term of any Agreement, Operator shall, at its own expense, keep and maintain the premises (land, building or structures on the land) and all such improvements and facilities and additions thereto, including all paved areas associated with the premises as well as interior maintenance of all buildings and/or leased premises constructed, in good condition and repair, reasonable wear and tear excepted.

6. EXCLUSIVE RIGHTS

No person shall be granted an exclusive right to conduct any Commercial Activity on the Airport as mandated by FAA Advisory Circulars regarding exclusive rights and minimum standards for Commercial Activities. The absence of competition alone is not a violation of the exclusive right policy. The Commission reserves the right to provide any Commercial Activities.

7. NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Commonwealth of Virginia Division of Aviation (DOAV), United States Department of Transportation (USDOT) or by Federal or Commonwealth of Virginia statute.

8. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain and maintain all applicable licenses, permits, certifications and/or ratings, including local businesses licensing and permits, for the activities specified herein and shall either present upon request or submit to the Commission as required.

9. SAFETY AND SECURITY

The Commission has overall responsibility for safety and security at the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the Commonwealth of Virginia, the County of Pulaski and the New River Valley Airport Commission.

10. ENFORCEMENT

The Manager of the Airport shall enforce the provisions of these Commercial Minimum Standards. Failure by Operator to comply with the applicable Standards set forth herein may result in the suspension of authorized activities on the Airport until such time Standards are met. Furthermore, said failure to comply may also result in the termination of any Agreement between the Operator and the Commission.

11. INDEMNIFICATION AND INSURANCE

All prospective/existing Operators shall demonstrate to the Commissions satisfaction evidence of their ability to acquire and maintain insurance coverage as stipulated for each particular type of activity.

Operator shall protect, defend, and hold the Commission, its members, directors, officers, employees, agents, contractors, licensees or invitees completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to an Agreement and/or the use or occupancy of the leased/assigned premises by Operator, or the acts or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of the Commission, its members, directors, officers, employees, agents, contractors, licensees or invitees.

12. AMENDMENT OF STANDARDS

In adopting the standards set forth herein, the Commission expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by this or any future Commission and that no rights shall accrue to any FBO, SASO or third party by virtue of adoption of these Standards.

13. EXISTING AGREEMENTS

It is understood that the establishment of these Commercial Minimum Standards cannot alter provisions/requirements of existing Agreements between the Commission and existing tenants that are in direct conflict with these Commercial Minimum Standards.

Existing tenants, however, are required to comply with the Standards set forth herein unless the Standards are in conflict with the current valid Agreement. All entities will become subject to the then current Standards immediately following the expiration, early termination, and/or any modification to an existing Agreement through amendment, exercising a lease option, or extension between the Commission and that entity.

14. ALTERATIONS

All alterations and improvements, including but not limited to offices, hangars, access roads, access taxiways, vehicle parking areas and aircraft parking areas shall be in accordance with design and construction standards established by the Commission and in accordance with applicable Federal, State and Local codes, ordinances, laws, rules and regulations.

Operator shall not proceed with any construction or remodeling on the leased/assigned premises without first obtaining advance written approval of plans and specifications for such work from the Commission and receiving any applicable building permit from the County of Pulaski.

15. SPILL PLAN

All Operators using or selling fuel, chemicals, or other products considered by Federal, State, or Local authorities to be pollutants or hazardous shall provide a fuel and/or chemical spill plan for approval by the Manager and appropriate environmental agencies prior to Operator's use/sale of such products.

16. APPLICATION

Application for ground leases on the airport or for permission to carry on any commercial aeronautical business to serve the public on the Airport shall be made to the Airport Commission by application. The application shall be in sufficient detail to discern the complete qualifications of the applicant to perform the desired service and shall include the following:

- a. A written synopsis detailing the nature of the proposed activity including:
 1. The proposed nature of the business.
 2. Name of all principals and/or the holding company to include a short resume for all principals and financial backers.
 3. Short resume of the manager of the business (if different from above) including this person's experience and background in managing business similar in nature.
 4. List of four references (include name, title, company, telephone number, Email and address).
 5. Intended scope of operation and/or development. Include list of services to be offered and a business plan for the proposed operation including any market analysis.
 6. Site plan in accordance with ALP and the land use requirements.
 7. Number and type of aircraft that will be provided, if applicable.
 8. Equipment necessary and special tooling to be provided, if any.
 9. Number of persons to be employed (specify full and part time).
 10. Periods (days and hours) of proposed operation.
 11. Amount of space/land that will be leased (include preferred location).
 12. Construction cost estimate (if applicable).
 13. Construction schedule (if applicable).
 14. List of any prospective sub-tenant(s) and their intended operation(s).
 15. Evidence of financial responsibility to perform the project.
 16. Preliminary plans, specifications and dates (including construction schedule) for any improvements which the

applicant intends to make on the Airport as part of the activity for which approval is sought.

17. Proof that the Applicant has or the capability of having the minimum insurance coverage as specified by the Commission

18. A written listing of the assets owned, leased or being purchased or proposed to be owned, leased or purchased which will be used in the business on the Airport.

- b. The applicant agrees to provide any additional information and material necessary or requested by the Airport commission or Airport Manager to establish that the applicant can qualify and will comply with these minimum standards.

17. ACTION ON APPLICATION

After an application has been completed and material submitted and deemed complete by the Airport Manager and Commission Chairman the matter shall be considered at the next regularly scheduled meeting of the Airport Commission.

The Airport Commission may deny any application if, in its sole opinion it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these minimum standards; or
- b. The applicant's proposed operation or construction will create a safety hazard on the airport; or
- c. The granting of the application will require the Airport Commission to spend funds, supply labor or materials in connection with the proposed operation, or the operations will result in a financial loss to the Airport Commission; or
- d. Inappropriate, inadequate or insufficient space in buildings at the Airport to accommodate the entire activity of the applicant at the time of application exists; also, no available Airport land suitable for construction of buildings and facilities to accommodate the entire activity of the applicant at the time of application exists; or
- e. The development or construction on the airport to accommodate the proposed operation does not comply with the Federal Aviation Administration approved Airport Layout Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in congestion of aircraft or buildings or will result in unduly

interfering with the operations of any existing Operation on the Airport and/or prevent free access to the Operator's area; or

- g. The applicant has either intentionally or unintentionally misrepresented or omitted any pertinent information in the application or in supporting documents; or
- h. The applicant has a record of violating the rules and regulations of any other airport or civil air regulations, Federal Aviation Administration regulations or any other rules and regulations applicable to the New River Valley Airport; or
- i. The applicant has defaulted in the performance of any lease or any other agreement with the Airport Commission; or
- j. The applicant does not, in the opinion of the Airport Commission, exhibit adequate financial responsibility to undertake the project based upon financial information provided;

18. APPROVAL OF CONSTRUCTION

No building, structure, tie-down, ramp, paving, taxi area or other improvement or addition to the Airport shall be placed or constructed, altered or removed without the prior written approval of the Airport Commission. In the event of any construction, the Airport Commission may, at its discretion require appropriate bond to guarantee the completion of construction and/or demolition.

The Airport Commission reserves the right to review any proposal for construction on the airport particularly with regards to conformity with the existing approved Airport Layout Plan. Any proposal for construction on the Airport shall be, in the opinion of the Airport Commission, compatible with the existing buildings on the Airport and comply with architectural standards implemented at the time of construction. Prior to beginning any construction, all information shall be reviewed by Pulaski County Administration, DOAV and the FAA.

SECTION THREE – MAINTENANCE OF OPERATOR OWNED AIRCRAFT

Any aircraft owner may perform Federal Aviation Regulation (FAR) Part 143 authorized operator maintenance on his/her owned aircraft provided such maintenance or service is performed by the aircraft owner or his/her employee. Any owner or approved employee who performs maintenance as authorized in this Section shall perform such maintenance within the confines of an individual private T-Hangar or joint use hangar provided such activity does not pose a fire or safety hazard and does not impede the ingress/egress of other hangared aircraft. Any aircraft owner utilizing an employee to perform aircraft maintenance may be required to provide the Airport Commission evidence of employment in a form acceptable to the Airport Commission. Social Security records, corporate identification, etc shall be deemed acceptable evidence of employment. All other maintenance performed on the aircraft by the aircraft owner or his employee will be at a location on the Airport approved by the Airport Commission. Use of tie-down areas for maintenance shall be prohibited unless otherwise approved by the Airport Manager.

An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform “scheduled” maintenance on his/her aircraft at the New River Valley Airport unless said company or contractor has provided proof of insurance and obtained permission from the Airport Commission. “Unscheduled” aircraft maintenance by a non-based maintenance company or contractor is permitted provided the aircraft owner notifies the Airport Manager of this activity in advance and the company or contractor presents to the Airport Commission proof of proper FAA licenses and certificates to perform aircraft maintenance, proof of public liability insurance and the aircraft owner/Airport Commission can identify an area to perform such “unscheduled” maintenance service. Airport Manager notification shall consist of the aircraft owner contacting the Airport Manager’s office and providing written documentation supporting the above requirements.

“Unscheduled” maintenance is limited to the following:

- a. Warranted maintenance work that requires repair or additional attention by the warranting company.
- b. A malfunction that prevents the aircraft from being taken to another airport for maintenance.
- c. Maintenance work requiring a specialty service that is not being provided at the Airport.

All aircraft maintenance shall be conducted strictly in accordance with the New River Valley Airport Rules and Regulations; all federal, state and local fire and

safety regulations; all federal, state and local rules and regulations, air worthiness directives and other applicable rules and regulations.

SECTION FOUR – FIXED BASE OPERATOR (FBO)

1. DEFINITION

A Fixed Base Operator (FBO) is an entity which maintains facilities at the Airport for the purpose of engaging in commercial aeronautical activities/services on the Airport.

2. SCOPE OF ACTIVITY

An FBO provides services including but not limited to in-plane fueling services, flight training, aircraft rental, aircraft sales, aircraft charter or air taxi, airframe and powerplant repair, aircraft line service and certain specialized activities; and being authorized to conduct such a business through licensing by the Commission. Only an FBO may provide aviation fuel services at the Airport.

3. MINIMUM LEASED PREMISES

Lease existing facility or construct a building sufficient to provide 3,600 square feet of shop space meeting local and state industrial code requirements. Repair stations must provide minimum shop and hangar space as required by Federal Aviation Administration repair shop certification.

Construct or lease a building having 3,750 square feet of properly lighted and heated floor space for office, restrooms and public lounge with telephone service.

Lease or construct a building providing 5,000 square feet of space for aircraft storage and shop space.

Lease or construct 20,000 square feet of paved aircraft ramp area.

Ramp shall provide adequate paved transient aircraft parking, using hangar or tie down.

Office/Support Space shall include a public waiting area of a size commensurate with the type and scope of the operations. Separate (male and female) restrooms should be provided in a safe, convenient location directly adjacent to the lobby or public waiting area.

Leased premises shall include a pilot lounge and flight planning area with appropriate seating, work areas, communication facilities and equipment, directories, and all other items necessary for complete flight planning separate from other public areas.

For specific commercial activities/services, FBO shall comply with any additional space requirements, if not already met by the requirements of this Section.

4. FUEL STORAGE

FBO shall make satisfactory arrangements with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

Unless provided by the Board, FBO shall have a fixed fuel storage system (in a location designated by Board), containing safety fixtures, and filtration systems to ensure fuel quality in accordance with applicable standards. Underground and above ground storage tanks shall be built, installed, operated and maintained in accordance with all Federal, State and Local regulations.

The system shall have at least 8,500 gallons of storage for each type of fuel the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan, as applicable.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste.

5. FUELING EQUIPMENT

Except as otherwise provided in any Agreement between an FBO and the Board, an FBO shall be required to comply with and/or provide the following:

Fuel dispensing equipment, meeting all applicable Federal, State, and Local requirements for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel.

Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and Local regulations/requirements.

6. OTHER EQUIPMENT

In regard to line service activities, FBO shall provide adequate tie down facilities and equipment, including rope, chains and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading and towing equipment to safely and efficiently move aircraft as necessary.

7. PERSONNEL

All personnel engaged in fueling operations shall be fully instructed and trained in proper fueling procedures as required by applicable standards.

FBO shall employ a sufficient number of personnel that are qualified, certified, trained and current in the function/position for which they are employed and are working while on the Airport. At least one employee must be present and available during FBO's normal business hours to greet customers.

8. HOURS OF ACTIVITY

FBO shall make provisions for its premises to be open during normal business hours (8:00 a.m. – 5:00 p.m., seven (7) days a week, excluding holidays)

The Commission reserves the right to require that facilities be open and adequately staffed during times in addition to that described above; however, such additional times shall be reasonable, based on public benefit and/or need.

9. AIRCRAFT REMOVAL

FBO shall provide appropriate recovery services and equipment necessary to promptly remove disabled aircraft from the airfield.

10. INSURANCE

FBO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Commission. Said insurance guidelines are subject to periodic modification.

SECTION FIVE - SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)

1. DEFINITION

A SASO is an aeronautical business on the Airport that offers limited aeronautical service and does not sell fuel. Examples of services provided may include flight training, aircraft rental, aircraft sales, aircraft charter, air taxi, or air ambulance; airframe and powerplant repair/maintenance including avionics, instrument or propeller services; or other specialized commercial flight support business that the SASO is authorized to conduct through licensing by the Board.

2. SCOPE OF ACTIVITY

A SASO may provide Commercial Activity/service(s) as authorized by the Commission from the following permitted list:

- A. Aviation maintenance service; or
- B. Avionics, instrument repair and/or propeller repair and overhaul service; or
- C. Aircraft rental/flight training; or
- D. Aircraft sales; or
- E. Aircraft charter; or
- F. Commercial hangar operator; or
- G. Commercial Activities, not elsewhere listed in these Commercial Minimum Standards, including, but not limited to agricultural application, banner towing and aerial photography or survey.

A SASO is not permitted to provide aviation fuel to the public.

3. MINIMUM LEASED PREMISES

Leased premises for each SASO shall be at least that described herein or otherwise required by the Commission. A SASO may sublease space for its operation from an FBO or another SASO to meet this requirement provided that the premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Commission.

4. EQUIPMENT

SASO shall provide sufficient equipment necessary to meet the requirements of each commercial activity/service as specified for each SASO.

5. PERSONNEL

SASO shall employ a sufficient number of personnel that are qualified, certified, trained and current in the function/position for which they are employed and are working while on the Airport.

6. HOURS OF ACTIVITY

The Commission reserves the right to establish operational hours for a SASO based on the services provided. Perspective SASO operators are encouraged to include their planned hours of operations in the proposal package.

7. INSURANCE

SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

SECTION SIX - AIRCRAFT MAINTENANCE OPERATOR

1. DEFINITION

An authorized entity engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories.

2. SCOPE OF ACTIVITY

Operator shall provide repair, maintenance and overhaul services (for which it is rated) for Aircraft airframes and/or powerplants.

3. MINIMUM PREMISES

Premises shall comprise at least 3,000 square feet of hangar space designated for Aircraft and powerplant maintenance use that includes storage areas necessary for standard parts, spare parts, and raw materials to carry out the repair, inspection, alteration, and/or assembly intended.

Premises shall include adequate paved parking for Aircraft not in service and/or waiting for service.

4. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with Federal, State and locally recognized fire prevention and environmental standards.

5. LICENSES AND CERTIFICATION

Operator shall hold the appropriate certificates issued by the FAA with ratings equal to the work being performed.

6. PERSONNEL

Repair personnel must be currently and properly certified by the FAA with ratings appropriate to the work being performed.

7. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and access to parts equivalent to the work being performed.

SECTION SEVEN - AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR

1. DEFINITION

An entity certified by the FAA as an Avionics Repair Station that provides for the repair, maintenance and overhaul of avionics (e.g. Aircraft radios, electrical systems or instruments as described in 14 CFR part 43, Appendix A).

2. SCOPE OF ACTIVITY

Operator shall provide for the repair of Aircraft avionics, propellers, instruments and/or other accessories. This may include the sale of new or used Aircraft avionics, propellers, instruments and/or accessories.

3. MINIMUM PREMISES

2,000 square feet of building space shall be provided for an avionics shop, office, storage and hangar space to carry out the repair, inspection, alteration, and/or assembly intended. Premises shall include adequate paved parking for Aircraft not in service and/or waiting for service.

4. AIRCRAFT LICENSES AND CERTIFICATION

The Operator shall hold the appropriate Avionic Repair Station certificates issued by the FAA for the types of equipment it plans to service and/or install. In the case of a new operation, the Operator must acquire all applicable Repair Station certifications within six months of operation initiation.

5. PERSONNEL

Operator shall have in its employ and on duty during its business hours trained personnel in such numbers as are required to meet the standards set forth in this category in an efficient manner but never less than one person who holds a current FAA mechanic certificate with an airframe rating which authorizes that person to maintain avionics equipment.

6. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to parts equivalent to that required for certification by FAA as an approved Avionics Repair Station.

SECTION EIGHT - AIRCRAFT RENTAL AND FLIGHT TRAINING OPERATOR

1. DEFINITION

An Aircraft Rental Operator is an entity engaged in the rental of fixed or rotor wing aircraft to the public.

A Flight Training Operator is an entity engaged in instructing pilots in dual and solo flight training, using fixed or rotary wing aircraft.

2. SCOPE OF ACTIVITY

An Aircraft Rental Operator shall provide fixed and/or rotor wing aircraft rental to the public and shall provide any necessary competency checks, check rides and/or transition training necessary therewith.

A Flight Training Operator shall provide dual and solo flight training, using fixed and/or rotary wing aircraft, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot license(s) and rating(s) involved.

3. MINIMUM LEASED PREMISES

If services are provided in conjunction with or through agreement with an existing FBO, an operator shall provide a minimum of 300 square feet of building space for a classroom and office, pilot lounge and flight planning area. Pilot lounge and flight planning area shall have appropriate seating, work areas, communication facilities and equipment, directories, and all other items necessary for complete flight planning separate from other public areas.

To meet this requirement, a SASO may sublease space for its operation from an FBO provided that the leased premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

4. MINIMUM LEASED PREMISES (SASO)

Construct or lease a building providing 1,200 square feet of properly lighted and heated floor space for office, restrooms, classrooms and flight planning space, including all necessary telephone and internet connections.

Lease or construct ramp area providing 3,000 square feet for aircraft storage.

5. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for flight training offered.

6. PERSONNEL

The Operator shall have on a full-time equivalent basis at least one (1) flight instructor who has been properly certificated by the FAA to provide the type of training offered and/or competency flight checks; and/or aircraft rental.

7. EQUIPMENT

For aircraft rental or flight training, the Operator shall have available either owned or under written lease to Operator, at least one properly certificated aircraft that is equipped for and capable of flight instruction. Aircraft shall be stored and maintained in a manner to ensure that the aircraft is airworthy.

8. INSURANCE

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

SECTION NINE - AIRCRAFT AIR TAXI & CHARTER OPERATORS

1. DEFINITION

An Aircraft Charter Operator engages in on-demand non-scheduled passenger/cargo transportation services (as defined in 14 CFR Part 135 or 14 CFR Part 125).

2. SCOPE OF ACTIVITY

An Aircraft Charter Operator shall provide on-demand/non-scheduled air transportation of persons and/or property to the general public for hire.

3. MINIMUM PREMISES

Aircraft Charter Operator shall provide 500 square feet of designated space to provide sufficient public waiting area including restroom facilities. In addition, they must provide sufficient office space with telephone and internet service, paved vehicle parking for at least 10 vehicles, and sufficient hangar space for storage of Aircraft proposed to be used.

FBO may provide this service through a license agreement or sublease agreement between FBO and SASO, provided such license or agreement is approved in writing by the Board.

A SASO may sublease space for its operation from a FBO to meet this requirement, provided that the premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Board.

4. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certifications and approvals required to meet the standards set forth in this category including for the Operator itself and any Aircraft or other equipment. Copies of such certifications and approvals shall be provided to the Board upon request.

5. PERSONNEL

The Operator shall have in its employ and on duty during its business hours, trained personnel in such numbers as are required to efficiently meet the Standards set forth in this category; but never less than one person or the number of persons required to operate a particular Aircraft, and at least one office staff personnel to staff the office during normal hours of operations.

6. EQUIPMENT

For charter or air-taxi operations, the Operator shall provide, either owned or under written lease the type, class, size and number of Aircraft intended to be

used by the Operator, including not less than one four-seat IFR equipped Aircraft, which meets the requirements of the FAA certificate held by the Operator.

SECTION TEN - AIRCRAFT SALES OPERATOR

1. DEFINITION

An entity engaged in the sale of new and/or used aircraft.

2. SCOPE OF ACTIVITY

New Aircraft Sales: Operator shall engage in the sale of new aircraft through franchises or licensed dealerships (if required by Local, County or State authority) or distributorship (either on a retail or wholesale basis) of an aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of aircraft sold.

Used Aircraft Sales: Operator shall engage in the purchase and sale of used aircraft accomplished through various methods including aircraft brokering, assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product(s) for sale available for demonstration or a fully assembled demonstration aircraft available or on call.

3. MINIMUM LEASED PREMISES (FBO)

In addition to the premises requirements in Section Four Item Three herein, an operator shall provide sufficient ramp and/or hangar space to store/demonstrate aircraft.

4. MINIMUM LEASED PREMISES (SASO)

Aircraft Sales Operator shall provide a minimum of 300 square feet of designated office space with telephone and internet service as well as sufficient hangar and/or tie-down facilities for aircraft.

Any aircraft that is not in an airworthy condition or considered “salvage” must be hangared inside a building and is not permitted to be in a tie-down spot.

5. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings.

6. PERSONNEL

The Operator shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the Standards set forth herein in an efficient manner and to provide check rides in the models to be demonstrated.

7. EQUIPMENT

Operator shall provide or make arrangement for repair and servicing of aircraft for the duration of any sales and warranty period. Servicing facilities may be provided through agreement with a repair shop operator at the Airport. Operator shall provide an adequate inventory or demonstrate the ability to readily obtain spare parts for the type of new aircraft for which sales privileges are granted.

An Aircraft Sales Operator who is engaged in the business of selling new aircraft shall have available or on call at least one fully-assembled demonstrator aircraft.

8. INSURANCE

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

SECTION ELEVEN - COMMERCIAL HANGAR OPERATOR

1. DEFINITION

A Person that develops owns or leases facilities for the purpose of selling, leasing or subleasing to the general public aircraft storage facilities for the intent of gaining profit whether or not profit is realized.

Note: This does not apply to an individual or corporation seeking to build a hangar for their personal or corporate use. Such activity must be approved by the Commission and conform to the Airport Master Plan.

2. SCOPE OF ACTIVITY

A Commercial Hangar Operator shall lease, sell, or sublease hangars specifically designated for and approved by the Commission to be eligible for this type of activity.

Any Commercial Activity, other than that directly related to the storage of aircraft and ancillary equipment, shall be conducted in or around the storage hangars without the approval of the Commission and in standard with the appropriate Minimum Standards.

The Commission will enter into a ground lease for the hangar premises, any sale of the structure will inherit the remaining term of the ground lease and is subject to prior approval of the Commission.

For new construction, operator must provide a set of clear and detailed building plans and designs as well as a construction timeline to the Commission prior to the execution of any agreements.

3. AGREEMENT

A Commercial Hangar Operator must have a written lease agreement with the Board specifically authorizing the lease of hangar space to single and/or multiple subtenants.

Owner or tenants shall make their own arrangements for moving aircraft in and out of hangars.

4. INSURANCE

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

SECTION TWELVE – OTHER SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

1. DEFINITION

An aeronautical business that offers a single or limited service that is not included in other sections of these Standards.

2. SCOPE OF ACTIVITY

Activities shall include, but are not limited to:

- a. Non-stop sightseeing flights that begin and end at the same airport; or
- b. Crop-dusting, seeding, spraying, and/or bird chasing; or
- c. Banner towing and/or aerial advertising; or
- d. Aerial photography and/or survey; or
- e. Power line and/or pipeline patrol; or
- f. Fire fighting; or
- g. Aircraft detailing; or
- h. Any other operations specifically excluded from 14 CFR Part 135.

A Specialized Commercial Aeronautical Operator may operate through a sublease of an FBO provided a written sublease agreement has been approved by Board for such activities.

Temporary (less than 60-day duration) use of airport facilities for above type of operations may be permissible with Commission approval that would not require compliance with the full minimum standards.

The Commission may require special licensing, insurance requirements or temporary lease arrangements prior to allowing a temporary SASO, which will be reviewed on a case-by-case basis.

3. MINIMUM LEASED PREMISES (SASO)

Operator shall also provide adequate parking for customer and employee automobiles as well as sufficient public space, office space, restroom facilities and hangar or tie-down facilities for their aircraft.

A SASO may sublease space for its operation from an FBO provided that the leased premise requirements for both entities are met and further provided that the sublease agreement is approved in writing by the Commission.

4. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications, and ratings.

5. PERSONNEL

The Operator shall have in its employ and available or on call during appropriate business hours, trained personnel in such numbers as may be required to efficiently meet the Commercial Minimum Standards herein set forth.

6. INSURANCE

Operator SASO shall procure and maintain minimum insurance in accordance with the insurance guidelines, established by the Authority in consultation with its risk management agent(s). Said insurance guidelines are subject to periodic modification and are kept on file with the Authority.

Appendix 1: INSURANCE REQUIREMENTS

Notice of Cancellation of Coverage: Each of the insurance policies and certificates listed above, except for worker's compensation insurance shall show the Airport Commission as a named insured and shall bear the following provision:
This policy cannot be canceled or not renewed, reduced in amount or coverage eliminated in less than thirty days after the insurer mails written notice to the insured and the Airport Commission giving notice of such alteration, cancellation or reduction in coverage sent by certified mail to the New River Valley Airport Commission at the following address: 5391 C. V. Jackson Road; Dublin, VA 24084.

Hangar Keepers Liability Insurance: Hangar keepers liability insurance will be required whenever aircraft other than the aircraft owner or operated by the lessee will be in the care, custody, or control of the lessee or their employees. The required limit of coverage shall be equal to the maximum value of such property.

The following provides a listing of the types of insurance coverage that are recommended for various types of commercial operators at the New River Valley Airport. The amounts and types of coverage required shall be determined at the time of agreement with the Airport Commission and shall be based on the requirements in force at the time for similar operators.

Fixed Base Operator

1. Bodily Injury
2. Property Damage
3. Hangar Keeper's Liability
4. General Liability
5. Aircraft Liability (if instruction/rental is given)

Aircraft Repair

1. Bodily Injury Liability
2. Property Damage
3. Products and Completed Operations Liability

Aircraft Sales

1. Aircraft Liability, Bodily Injury and Property Damage
2. Property Damage
3. Hangar Keeper's Liability

Aircraft Lease, Rental and Flight Training

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability

Aircraft Charter and Air Taxi

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keeper's Liability
8. Product and Operations Liability

Aircraft Storage and Hangars

1. Hangar Keeper's Liability

Avionics, Instrument, or Propeller Repair

1. Bodily Injury Liability
2. Property Damage
3. Products and Completed Operations Liability

Specialized Operations (SASO)

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keeper's Liability
8. Motor Vehicle Liability
9. Products and Completed Operations Liability