

**CITY OF LEBANON, NEW HAMPSHIRE**

**LEBANON MUNICIPAL AIRPORT**

**RULES AND REGULATIONS  
FOR THE OPERATION OF THE AIRPORT**

**ADOPTED SEPTEMBER 1, 1993**

**AS AMENDED AUGUST 21, 2019**

**CITY OF LEBANON, NEW HAMPSHIRE**

**Airport Rules and Regulations**

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**CITY OF LEBANON, NEW HAMPSHIRE**

**Lebanon Municipal Airport**

**Airport Rules and Regulations**

**PART 1 - INTRODUCTION**

**A. PURPOSE AND AUTHORITY**

The City of Lebanon, New Hampshire is the owner and sponsor of the Lebanon Municipal Airport (LEB). These Rules and Regulations, and any amendments hereto (hereinafter “Airport Regulations” or “Regulations”), are hereby adopted as an ordinance by the Lebanon City Council pursuant to authority granted to it under the Lebanon City Charter, including Sections 419:16, 22 and 23, and promulgated pursuant to Chapters 8 and 115 of the Lebanon City Code as amended.

The purpose of these Regulations is to provide for the safety of life and property on the Airport, to provide for the protection of public and private property within Airport boundaries and for the orderly, legal and efficient operation of the Airport.

**B. STATEMENT OF POLICY**

All flight and ground Aircraft operations including but not limited to all Aeronautical Activity, all Vehicle and all other services, activities and operations at the Airport provided or performed by any Person (as defined herein) shall be conducted in accordance with these Airport Rules and Regulations and with any written policies or procedures established by the Airport, now in effect or as hereafter promulgated. Such policies and procedures are hereby incorporated into these Regulations by reference.

It is the policy of the City that the Lebanon Municipal Airport shall operate for the use and benefit of the public and that the Airport shall be made available to all types, kinds, and classes of Aeronautical Activities on reasonable terms and without unjust discrimination.

The City of Lebanon reserves the right to review or amend any or all of these Airport Regulations at any regular or special City Council meeting. All Persons are subject to any amended Rules and Regulations, regardless of whether and when the Person may have begun to use or occupy the Airport or entered into any Agreement with the City for the same, unless said Agreement expressly authorizes grandfathering of limited specific rights as to improvements and size of leasehold area that pre-exist the

adoption of any amendment. Said grandfathering, if applicable, may be subject further to necessary conditions and qualifications related to public safety or changes in laws that do not exempt Operator.

These Airport Regulations, as amended from time to time, shall be deemed to be an integral component of all currently-effective and future Leases, Operating Agreements and other Agreements with the City at the Airport, regardless when all such agreements commence(d).

### C. AUTHORITY OF AIRPORT MANAGER

The Lebanon Municipal Airport is a department of the City of Lebanon, and the Lebanon City Manager is the chief executive and administrative officer of the City's government with, among other things, the authority to carry out the policies laid down by the City Council and manage all City-owned real estate.

The Airport Manager is appointed by the City Manager and delegated the authority to supervise and have charge of all Airport and Aeronautical operations and activities pursuant to RSA 422:20, except for the following: any air traffic control tower duties, any other duties performed solely by the Federal Aviation Administration such as weather observations, pilot briefings, filing of flight plans, traffic advisories, etcetera.

The Airport Manager shall have full power to close the Airport against the take-off of any Aircraft when in his or her opinion the proposed flight cannot be conducted without endangering the life or property of others; provided that the power granted by RSA 422:20 shall not be used to prevent any flight which can be conducted in accordance with the then current federal and state regulations governing the operation of Aircraft. In the event the FAA or the New Hampshire Aeronautical Division imposes rules and regulations for the operation of the Airport, the Airport Manager shall have the authority to put such rules and regulations into effect and enforce the same in a timely manner without further City Council action.

The Airport Manager is also authorized to administer and enforce these Regulations on behalf of the City. The Airport Manager may establish additional written operational procedures to carry out the objectives of these Regulations which shall be considered addenda to these Regulations and are hereby incorporated into these Airport Rules and Regulations by reference.

### D. DEFINITIONS

1. The terms listed and used in these Regulations, whether beginning with upper case or lower case letters, shall be construed consistent with the definitions below unless it is clear from the context of the provision herein (or



in any Airport agreements) that a different meaning is intended or unless a different meaning is specifically defined or more particularly ascribed to the use of such words or phrases.

2. Where the context requires, all use of words in the conjunctive form specifically include the disjunctive form and vice versa. Similarly, all words used in their singular form include the plural form and vice versa.
3. Words or phrases that are not defined shall be construed consistent with their common meaning or as generally understood throughout the aviation industry.

**Accident**, A collision or other contact between any part of an Aircraft, Vehicle, item of Equipment, Person, object and/or other thing which results in property damage, personal injury, or death regardless of the cause.

**Access Media (or Access Pass)**, Any key, combination for a combination lock, gate clicker or gate pass used to gain access “through-the-fence” or into secure areas of the Airport.

**Aeronautical Activity**, Any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition commonly conducted on airports, regardless whether performed on a commercial, non-commercial or private basis, include but are not limited to the following: general and corporate Aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, 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 ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as Aeronautical Activities. Any on-Airport installation of Aircraft parts and/or components is an Aeronautical Activity. Activities, such as model aircraft and model rocket operations, are not aeronautical activities.

**Aeronautical Operators**, A term that is used as an abbreviation for Aircraft Owners, Aircraft Operators, Private Aircraft Operators, as well as Commercial and Non-Commercial Operators conducting any Aeronautical Activity. The term may apply collectively or to any Person who qualifies as any one of the types of Operators listed in the preceding sentence.

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

**Agreement**, A written document that constitutes an agreement executed by a legally authorized official of the City and by a Person whereby the City transfers certain rights

or interests in land and/or Improvements, and/or authorizes the conduct of certain activities at the Airport (e.g., a lease agreement, operating agreement, license, permit, etc.). A permit is deemed to be an Agreement when it is signed by a City official after the official has approved, subject to any conditions, an application filed by a Person that has requested permission to conduct an activity at the Airport.

**Air Carrier**, A Person who undertakes directly by Lease or other Agreement to engage in passenger-carrying air transportation.

**Air Traffic Control (ATC)**, Ground-based personnel and equipment concerned with monitoring and controlling air traffic for the safe and orderly movement of Aircraft, including FAA procedures provided or prescribed for use at the Airport, including those procedures for operation of Aircraft at an Uncontrolled Airport.

**Aircraft**, Any device for the navigation of flight in air or space including, but not limited to, airplanes, gliders, helicopters, balloons, dirigibles, drones and tiltrotors.

**Aircraft Charter**, A flight operated under the terms of a charter contract between a direct air carrier and its customer. It does not include scheduled air transportation, scheduled foreign air transportation or nonscheduled cargo air transportation, sold on an individually ticketed or individually way-billed basis. Direct air carrier means a certificated commuter or foreign air carrier, or an air taxi operator registered under 14 CFR Part 298 or a Canadian charter air taxi operator registered under 14 CFR Part 294 that directly engages in the operation of Aircraft under a certificate, authorization, permit or exemption issued by the FAA.

**Aircraft Charter Services Operator (ACSO)**, A Commercial Operator with a Lease or Sublease providing common carriage for the general public, offering to transport persons or property from place to place for compensation, or operating as a private carrier for hire. This service includes that of Air Taxis or Helicopter Air Ambulance operations. See 14 CFR Part 135 or 14 CFR Part 125.

**Aircraft Emergency**, A problem or condition involving an Aircraft, whether in flight or on the ground, that could endanger lives or Property. An Aircraft Emergency may be declared by a pilot, the ATC, the Airport Manager, or other authorized personnel responsible for the safe operation of Aircraft at the Airport.

**Aircraft Maintenance**, The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of an Aircraft airframe, power plant, propeller, and/or accessories (including the replacement of parts).

**Aircraft Management Services Operator (AMSO)**, A Commercial Operator with a Lease or Sublease engaged in providing services to the public at the Airport relating to the management of Aircraft including but not limited to flight dispatch, flight crews, or coordination of Aircraft Maintenance.

**Aircraft Manufacturing Operator (AMO)**, A Commercial Operator with a Lease or Sublease engaged in design, development and manufacturing of Aircraft, Aircraft parts, Aircraft accessories and related Aircraft components on the Airport.

**Aircraft Operator**, A Person who uses, causes to be used, or authorizes an Aircraft to be used, with or without the right of legal control, for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the Airport. The Aircraft Operator is responsible for the overall Aircraft which may include a broad range of areas, such as maintenance, general operations, specific procedures, and selecting properly trained and certified flight-crew members to fly the Aircraft. An Aircraft Operator may be a Private Aircraft Operator or may be engaged in Commercial or Non-Commercial Aeronautical Activities as a Commercial or Non-Commercial Operator,

**Aircraft Owner**, The registered legal owner of an Aircraft according to FAA records.

**Aircraft Painting Operator (APO)**, A Commercial Operator engaged in painting Aircraft that the Operator does not own, lease or operate.

**Aircraft Parking and Storage Areas**, Those Hangar and Apron locations and Premises of the Airport designated by the City and/or used by a Commercial Operator for the parking and storage of Aircraft, including Hangar space, Tie-down areas as well as associated shop and/or office space.

**Aircraft Pilot (or Pilot)**, An individual that is properly trained, qualified and certificated under FAA regulations that is responsible for the operation and safety of an Aircraft during flight.

**Aircraft Rental Operator (ARO)**, A Commercial Operator with a Lease or Sublease engaged in the rental of Aircraft to the public at the Airport.

**Aircraft Sales Operator (ASO)**, A Commercial Operator with a Lease or Sublease engaged in the sale of Aircraft on the Airport. This term excludes an individual selling a personally-owned Aircraft unless the individual purchases the Aircraft for the primary purpose of resale. It also excludes the sale of Aircraft parts.

**Aircraft Storage Services Operator (ASSO)**, A Commercial Operator with a Lease or Sublease that owns or leases Aircraft Parking and Storage Areas at the Airport and leases or subleases such space, including but not limited to associated shop and/or office space, to Persons parking or storing personally-owned Aircraft or to Operators engaging in Commercial or Non-Commercial Aeronautical Activities.

**Airframe and Power Plant Mechanic (A&P Mechanic)**, An individual who holds an Aircraft mechanic certificate with both airframe and power plant ratings issued by the FAA under the provisions of 14 CFR Part 65.

**Airport**, The land, Improvements and appurtenances used in, available for use in, or designed for use in, aid of air flight that are owned, sponsored and controlled by the City of Lebanon, including but not limited to all Runways, Taxiways, air navigation aids and accessories, aviation easements and other rights of way, the Air Traffic Control tower, Aprons, Aircraft and Vehicle parking areas, storage, Fuel or maintenance areas, utilities, and other real property necessary or convenient for the landing or take off, accommodation and servicing of Aircraft and passengers, regardless whether used or occupied by the City, Lessees, Sublessees, Permittees, government agencies or other Persons.

**Airport Layout Plan (ALP)**, The FAA-approved and City-adopted drawing, as may be amended from time to time, that reflects an agreement between the FAA and City depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings and other Improvements, roadways, utilities, navigational aids, etc. and the proposed allocation of Airport land and/or Improvements to specific uses and/or development.

**Airport Manager**, The individual employed by the City of Lebanon to supervise, manage and control the Airport on behalf of the City.

**Airport Operations Area (AOA)**, All Runways, Taxiways, safety areas, Aprons, Aircraft Parking and Storage Areas and other areas used for unobstructed surface movement of Aircraft.

**Airport Security Plan**, A written program adopted by the Airport and approved by the United States Transportation Security Administration that provides for the safety and security of Persons and Property on the Airport as required by 49 CFR Part 1542.

**Applicant**, A Person desiring to use land and/or Improvements at the Airport to engage in activities that also applies in writing, in the manner or form prescribed herein, for authorization to engage in such activities at the Airport.

**Apron (aka Ramp)**, Those paved areas of the Airport within the AOA designated by the Airport for parking, loading and unloading of passengers and baggage, fueling, or servicing of Aircraft; also commonly known as a "ramp".

**Avgas (or Aviation Gasoline)**, Fuel commonly utilized to power Piston Aircraft.

**Aviation**, Any activity related to the design, development, production, operation and use of Aircraft.

**Avionics Instrument Services Operator (AISO)**, A Commercial Operator with a Lease or Sublease engaged in maintenance or alteration of one or more Aircraft radios or Aircraft instruments at the Airport.

**Based Aircraft**, Aircraft located at the Lebanon Municipal Airport in either Hangar or Tie-down space leased or licensed to the Aircraft Owner or Aircraft Operator by the Airport or any Lessee of the Airport for at least six (6) months within a 12-month calendar year.

**Certificate of Insurance**, A written document provided by and executed by an insurance company or its authorized representative, evidencing the insurance coverages and policy limits held by an Operator, Lessee or Sublessee. With the exception of workers' compensation insurance, certificates of insurance must include a copy of an endorsement to the underlying policies that names the City of Lebanon as an additional insured.

**City of Lebanon (City)**, The City of Lebanon is a municipal corporation in the County of Grafton, State of New Hampshire and the owner and sponsor of the Lebanon Municipal Airport. For the purpose of these Rules and Regulations, it is not an Operator or a Person as those terms are defined herein.

**Commercial**, Any activity, including research and development, undertaken for the present or future purpose of, or having the effect of, generating and/or securing benefits having a present or prospective monetary or market value in the form of revenue, earnings, income, compensation and/or profit, including any in-kind exchange, trade or barter of commodities, goods, services or property of any kind, whether or not such an objective is accomplished.

**Commercial Activity**, Any activity (including but not limited to Aeronautical Activities) conducted at, on or from the Airport by any Person for a Commercial purpose.

**Commercial Operator**, A Person that engages in a Commercial Activity, including but not limited to Aeronautical Activities. A Private Aircraft Operator is not included in this definition.

**Commercial Vehicle**, Any vehicle such as one involved in a rideshare program, a taxicab, limousine, bus, mail, Freight/Cargo Vehicle, or Courtesy or Shuttle Vehicle engaged in ground transportation services that produces revenue as a direct or indirect result of Airport activities. Excluded from this definition are Ground Vehicles.

**Common Traffic Advisory Frequency (CTAF)**, A radio frequency designed for the purpose of carrying out Airport advisory practices while operating to or from the Airport without an operating Air Traffic Control Tower (ATCT) or when the tower is closed. The CTAF at the Airport is the tower frequency 121.95 MHz.

**Compensation**, Any form of consideration or payment in exchange for the receipt of goods or services, including money, exchanges, barter, favors, gratuities, etc.

**Courtesy Vehicle (aka Shuttle Vehicle)**, A vehicle used to transport persons, baggage or their personally-owned goods on the Airport or between the Airport and off-Airport locations such as hotels, motels or car rental agencies as a service to customers for which no charge is levied and no Compensation is paid.

**Emergency Vehicle**, A Vehicle of the Fire or Police Departments, including ambulances or other emergency Vehicles of City departments, as well as Vehicles owned or operated by government agencies, public service or utility corporations, or others that are designated as emergency Vehicles.

**Employee**, Any individual employed by any Person either directly or through an exclusive contract. This does not include an independent contractor.

**Equipment**, All objects, machinery, together with necessary supplies, tools, and apparatus for the proper conduct of the activity being performed.

**Exclusive Right**, A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right.

**Federal Aviation Administration (FAA)**, The Agency within the U.S. Department of Transportation that has the authority and responsibility of regulating Aeronautical Activities and Airports.

**Federal Aviation Regulation (FAR)**, Regulations established and enforced by the FAA governing all Aviation activities in the United States, which are part of Title 14 of the Code of Federal Regulations (CFR). Compliance with FARs is mandatory.

**Fire Lane**, The signed and yellow-striped area adjacent to the length of the curb at the west face of the Airport Terminal, noting "fire lane" or "no parking".

**Fixed Base Operator (FBO)**, A Commercial Operator with a Lease or Sublease that is required to offer a wide range of essential Aviation products and services including the renting or subleasing of Aviation facilities.

**Fixed Maintenance Service Operator (FMSO)**, A Commercial Operator with a Lease or Sublease that is engaged in providing Aircraft Maintenance, parts, accessories and related components for Aircraft other than those owned, leased and/or operated by the FMSO on the Airport.

**Flight Training**, The training to pilot an Aircraft provided by an authorized and FAA-certificated instructor and Aircraft Pilot, including classroom instruction ("ground school") or training through use of a flight simulator (if the latter is available), in conformance with 14 CFR Parts 61 or 141.

**Flight Training Operator (FTO)**, A Commercial Operator with a Lease or Sublease engaged in providing Flight Training to the general public.

**Flying Club**, A legally-formed entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with Aircraft for their Non-Commercial personal use and enjoyment only.

**Freight/Cargo Vehicle**, A motor vehicle used in a business or for hire solely for the transportation of cargo and/or freight, and not for passengers.

**Fuel**, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or Equipment. When used in connection with Aircraft, it means either Avgas or Jet Fuel.

The term “**Net Gallon**” shall mean the volumetric measurement, in U.S. gallons, of Fuel actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials (“ASTM”) IP Petroleum Measurement Tables.

**General Aviation**, All Aviation with the exception of military aviation and Air Carrier Scheduled Operations.

**Ground Vehicle**, Any vehicle authorized by the Airport Manager to provide on-Airport services, including operation in the Airport Operations Area, that is equipped with two-way radio communications, such as a rescue/fire-fighting vehicle, fuel truck, snow removal equipment, an Aircraft tug, an Airport maintenance/service truck, a mowing tractor, a government vehicle on official business, a personal vehicle of the Airport Manager, plus any vehicle which the FBO(s) may utilize for escort purposes.

**Gross Revenue**, The aggregate dollar amount of all sales made and services performed (whether for cash or credit) of every kind together with the aggregate dollar amount of all exchange of goods, wares, merchandise and services, valued at the retail market price, as if the same had been sold for cash or fair and reasonable value, whichever is greater; but excluding refunds, discounts, bad debts, and sales, use, or excise taxes.

**Hangar**, any fully or partially enclosed storage facility for an Aircraft. This definition includes a T-Hangar.

**Hazardous Material**, Any item or agent (biological, chemical, radiological, and/or physical) which has the potential to cause harm to humans, animals or the environment, either by itself or through the interaction with other factors that are subject to regulation by or under any federal, state or local laws and ordinances.

**Improvements**, All buildings, structures, additions, appurtenances, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping, etc., which are constructed, installed or placed on, under, or above any land on the Airport. Said term shall include any addition made to real estate or an amelioration of its condition

amounting to more than mere repairs or replacement of waste, that has a related cost in labor or capital and enhances the value or utility of the real estate or adapts it to a specific purpose.

**Incident,** An occurrence other than an Accident which affects or could affect the safety of Airport operations.

**Inside-the-Fence (or Through-the-Fence),** Any portion of the Airport inside the security gate(s) and fences.

**Jet Fuel,** Fuel commonly utilized to power Turbine (turboprop and turbojet) Aircraft.

**Lease,** The written contract between the City and any Person specifying the terms and conditions under which the Person may use and occupy certain Airport land and/or Improvements owned by the City.

**Leased Premises,** The land and/or Improvements on the Airport that are owned by the City and defined by a Lease or Sublease granting a Lessee or Sublessee the exclusive right to use and occupy such real estate.

**Lessee,** A Person that has entered into a Lease.

**Licensed Property,** The land and/or Improvements on the Airport that are owned by the City and defined by an Agreement granting a Person a non-exclusive license to use and occupy the real estate for the Person's Commercial or Non-Commercial Activity that does not create or convey to Operator any interest in the real estate. If approved by the City, Licensed Property may be used in combination with Leased Premises to meet Minimum Standards required of Operators to conduct an Aeronautical Activity.

**Limousine,** see Taxicab.

**Line Service,** An activity involving day-to-day servicing necessary for the safe operation of an Aircraft and includes parking, fueling, towing, de-icing, cleaning Aircraft windows, etc.

**Master Plan,** An assembly of documents and drawings (which have been approved by the FAA and adopted by the Airport) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan (ALP) is a part of the Master Plan.

**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 Aircraft parking, loading, unloading, fueling and servicing areas. It includes all areas under the direct and positive control of ATC. Specific approval for entry onto the Movement Area at the Airport must be obtained from ATC or radio contact maintained with other Aircraft on the CTAF when the ATC is not in operation.



**National Fire Protection Association (NFPA)**, An organization that publishes codes and standards intended to minimize the possibility and effects of fire and other risks. Use herein of the abbreviation NFPA with a number refers to a specific code or standard promulgated by the NFPA.

**Non-Commercial**, Any activity undertaken solely for a personal purpose, or for recreational, governmental or benevolent purposes conducted for the benefit of the general public, that does not include, or have the effect of, offering, exchanging, engaging in or generating earnings, income, revenue, compensation (including trading or bartering of goods and services), for the purpose of profit and does not generate a profit.

**Non-Commercial Activity**, Any activity (including but not limited to Aeronautical Activities) conducted at, on or from the Airport by any Person for a Non-Commercial purpose. Any entity legally formed and operating on a non-profit basis must not receive revenues greater than the costs and expenses to operate, maintain, acquire and/or replace necessary equipment, supplies, personnel and/or Aircraft to be considered a Non-Commercial Activity. The Civil Air Patrol or a Flying Club are examples of Non-Commercial Activity.

**Non-Commercial Operator**, A Person that engages in a Non-Commercial Activity, including but not limited to Aeronautical Activities. This definition does not include a Private Aircraft Operator.

**Non-Movement Area**, Those portions of the Airport such as loading Aprons and Aircraft parking areas where Aircraft Taxi or are moved without the requirement for radio contact with ATC or other Aircraft.

**Operating Agreement**, An Agreement between a Person and the City that authorizes the Person to conduct and engage in any Aeronautical Activities, either Commercial or Non-Commercial, at or from the Airport. An Operating Agreement may include a grant for the use and occupancy of Licensed Property to permit Aeronautical Activities at the Airport.

**Operator**, A Person that has applied for and entered into an Agreement with the City to engage in any Commercial or Non-Commercial Activities (including but not limited to Aeronautical Activities) at or from the Airport whose activities involve offering services, products or benefits to the general public. This term does not necessarily include an Aircraft Operator or a Private Aircraft Operator, which are specifically defined elsewhere in these Definitions. It does not include use of the word in the verb form or generic sense (such as when a person operates a motor vehicle).

**Outside-the-Fence**, Any portion of the Airport outside of the Airport security gate(s) and fences.

**Paved**, Land that is covered with asphalt or concrete that forms a firm level surface.

**Permittee**, A Person that has an Agreement with the City to conduct an activity at the Airport according to the parameters established by a permit.

**Person**, Any individual, firm, proprietorship, partnership, corporation or other business organization, association, joint venture, company (including any assignee, receiver, trustee, or similar representative thereof) or any combination of the preceding. As these Rules and Regulations are for the purpose of the City managing the use of the Airport by the general public, the term Person does not include the City of Lebanon or any of its officials or employees.

**Premises**, Those areas of land and/or Improvements that are used and occupied by Persons or Operators to engage in Aviation or Airport-related activities, including but not limited to Commercial or Non-Commercial Aeronautical Activities, at the Airport. Such Premises may be owned, leased or subleased by Persons or Operators.

**Private Aircraft Operator**, A Person that owns and/or operates an Aircraft solely for a personal or private purpose that does not, nor is intended to, involve the general public in the Aeronautical Activity nor involve any Commercial or Non-Commercial Aeronautical Activity. A Private Aircraft Operator typically uses the Airport only to operate the Aircraft or to park or store the Aircraft in either privately-owned Hangars or leased Hangars or Tie-down areas.

**Public Area**, Those areas of land and Improvements normally used by the general public, including structures and devices such as roadways, sidewalks and terminal facilities that are maintained and kept at the Airport for use by the general public.

**Piston Aircraft (aka Reciprocating Aircraft)**, An aircraft that utilizes a reciprocating engine fueled by Avgas for propulsion.

**Ramp (aka Apron)**, Those paved areas of the Airport within the AOA designated by the Airport for parking, loading and unloading of passengers and baggage, fueling, or servicing of Aircraft; also known as an "Apron".

**Refueling Vehicle**, Any vehicle used for transporting, handling, or dispensing of fuels, oils, and lubricants.

**Runway**, An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

**Scheduled Air Transportation (or Scheduled Operation)**, Any passenger-carrying Commercial Activity for compensation or hire conducted by an Air Carrier for which the Air Carrier or its representative offers in advance the departure location, departure time, and arrival location.

**Security Area**, All area on the Airport inside the Airport perimeter security fence, including the Terminal building baggage handling area, airline management and operations areas, and the TSA offices.

**Security Identification Display Area (SIDA)**, The Terminal (or West) Ramp located east of the main Terminal building used for Air Carrier and commuter airline parking, fueling, and passenger operations. The SIDA also includes the Terminal building baggage handling area, airline management and operations areas, and the TSA offices.

**Self-Fueling**, A Self-Service activity whereby an Aircraft is fueled by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's own Vehicles and Equipment, and obtained from an off-Airport source of Fuel of the Owner's preference.

**Self-Service**, The servicing of an Aircraft (i.e., maintaining, repairing, cleaning, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources usually in accord with 14 CFR Part 43. Self-Service activities cannot be contracted out or delegated to a third party.

**Shuttle Vehicle**, see Courtesy Vehicle.

**Specialized Commercial Service Operator (SCSO)**, A Commercial Operator with a Lease or Sublease that engages in miscellaneous Commercial Aeronautical Activities such as being an Aircraft Operator for hire for purposes of aerial photography, banner towing and the like.

**Sublease**, An agreement between a Lessee and a Person that transfers certain rights or interests that the Lessee has in Leased Premises on the Airport to the Person and for which the City has given advance written consent. Any Person that is not a Lessee that also uses and occupies any land or City-owned or privately-owned Improvements on the Airport must have a Sublease.

**Sublessee**, A Person that has entered into a Sublease with a Lessee.

**Taxicab or Taxi** (Noun), Any rubber-tired motor vehicle, having a manufacturer's rated capacity of not more than seven passengers, used in the call and demand transportation of passengers for compensation to or from points chosen or designated by the passengers and not operated on a fixed schedule, between fixed termini, or any such vehicle leased or rented, or held for leasing or renting, with or without driver or operator. The word "taxi" shall also include any motorized vehicle used for hire, including a limousine, bus, or van.

**Taxi or Taxiing** (Verb), When an Aircraft moves slowly over the surface of the ground before take-off or after landing.

**Taxilane**, A taxiway designed for low-speed and precise taxiing of Aircraft. Taxilanes are usually but not always located outside the Movement Area, providing access

between taxiways (usually from an Apron Taxiway) to Aircraft parking positions and other Airport Terminal areas.

**Taxiway**, A defined path, usually paved, over which Aircraft can taxi from one part of the Airport to another (excluding the runway). Air Traffic Control (ATC) should have a clear line of sight to all taxiway centerlines. Additionally, a taxiway is further differentiated from a Taxilane by the Object Free Area requirements stipulated by the FAA.

**Tenant**, see Lessee.

**Tenant Manager**, An individual who either owns or manages a Commercial Activity authorized by Agreement at the Airport Terminal building.

**Terminal**, A building owned by the City at the Airport where passengers transfer between ground transportation and the facilities that allow them to board and disembark from Aircraft. Within the public Terminal, passengers purchase tickets, transfer their luggage, and go through security.

**Tie-down**, An area paved or unpaved suitable for the parking and mooring of Aircraft wherein suitable anchoring points and related equipment are located.

**Transient Aircraft (or Non-Based Aircraft)**, Aircraft not stored or parked at the Lebanon Municipal Airport in either Hangar or Tie-down space leased or licensed to the Aircraft Owner or Aircraft Operator by the Airport or any Lessee of the Airport for at least six (6) consecutive months within a 12-month consecutive period.

**Transient Aviation Services Operator (TASO)**, A Commercial Operator that does not have a Lease or Sublease that conducts or engages in business activities based primarily off-Airport but authorized by Agreement with the City to provide services at the Airport. Such services may include but not be limited to flight instruction, aerial photography, Aircraft Maintenance and repairs, as well as the sale of parts, accessories, and related components to Based Aircraft or Transient Aircraft on the Airport.

**Transportation Security Administration (TSA)**, The Agency within the Department of Homeland Security of the United States Government responsible to oversee and safeguard United States transportation systems and security. The Aviation and Transportation Security Act, passed by the 107th Congress and signed on November 19, 2001, established the TSA.

**Turbine Aircraft**, An Aircraft that utilizes a turbine engine fueled by Jet Fuel for propulsion.

**Uncontrolled Airport**, The condition of the Airport when the Airport Air Traffic Control tower is not operating.

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

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

## **PART 2 - GENERAL REGULATIONS APPLICABLE TO ALL PERSONS**

### **A. AIRPORT SECURITY**

1. All Persons shall fully comply with the Airport's security requirements, best practices and regulatory measures as applicable to the activities engaged in.

2. No Person shall be permitted to enter any Security Area on the Airport without the proper Lebanon Airport Access Pass or another form of authorized identification (unless escorted by a properly identified individual). The Security Area includes the Security Identification Display Area (SIDA) as defined below, all Airport Operations Area and Movement Area, and all areas within the Airport security fence.

The **Security Identification Display Area** is the Terminal (or West) Ramp located east of the main Terminal building. This area is used for Air Carrier and commuter airline parking, fueling, and passenger operations. The SIDA also includes the Terminal building baggage handling area, airline management and operations areas, and the TSA offices.

3. Any Person who has been issued an Airport security Access Pass authorizing unescorted access to a specific area may provide escort services to Persons who have not been explicitly granted security access by the Airport Manager. Escort privileges are restricted to the boundaries of the specific Security Area for which a Person has been granted unescorted access. Such access requires continuous control (either physically or verbally) by a Person with escort authority.

4. Each Person that has authorized unescorted access to the West Ramp SIDA must continuously display a proper form of identification media. The display requirement applies to each Person without exception and regardless of duties or affiliation. This includes all federal, state, or local law enforcement or inspection services.

5. Airport Security Program training will be required prior to the issuance of any Airport Access Pass that allows unescorted access to the Airport SIDA in accordance with 49 CFR Part 1542.213 (b), (c), and (d). The Office of the Airport Manager shall provide the Airport Security Program training.

6. Any Person or Operator responsible for leaving any Airport security gate/door open or unsecured shall be liable for any fines, penalties, damages and/or other liability resulting from this violation.

7. Any Person or Operator that leaves any Airport security gate/door open or unsecured on a repeated basis shall be subject to revocation of any issued Access Pass or any other type of Access Media for any reason if it is deemed to be in the best interest of the Airport, in addition to termination of any applicable Operating Agreement or Permit or to other lawful enforcement actions available to the City.

## B. GENERAL CONDUCT

1. Airport Liability: The City, its officials, agents or employees shall not be liable for loss, damage, or injuries to Persons or property arising out of any Accident, Incident, or mishap of any nature whatsoever or from any cause whatsoever to any Person or property occurring on the Airport or while using Airport facilities.

2. Damage to Property: No Person shall destroy, deface, or disturb in any way any land, Improvements or Aircraft at the Airport, including but not limited to Airport lighting fixtures, air navigation aids, buildings, signs, Equipment, markers or other structures, trees, lawn, or other public or private property. No Person shall trespass on designated Security Areas on the Airport. See, for example, RSA Ch. 634, 635.

3. Damage to Airport Property: Any Person causing or liable for damage to Airport property shall be required to pay for the full amount of the damage, including the City's reasonable attorneys' fees and costs. Any Person failing to comply will be prosecuted under the law and may be refused use of the Airport or any facility until full reimbursement has been made.

4. Ejection for Disorderly Conduct, Nuisance and Intoxication: No Person shall commit disorderly, obscene, indecent, or unlawful acts, or commit any nuisance on the Airport. Any Person so doing may be immediately ejected from the Airport, and future admittance may be barred by the Airport Manager.

5. Smoking: No Person shall smoke, vape, or carry lighted cigars, cigarettes, e-cigarettes, pipes, matches, or any naked flame or fire, anywhere at the Airport unless explicitly permitted within a specifically designated smoking area outside of any structures. There is no smoking permitted inside the Terminal.

6. Loitering: No Person shall loiter, that is, knowingly appear at a place or at a time under circumstances that warrant alarm for the safety of persons or property in the vicinity, on any part of the Airport or in any building on the Airport. For purposes of administration and enforcement, the definition of "loitering" shall be as set forth in RSA 644:6.

7. Refusal to Comply: No Person shall refuse to comply with the reasonable order or request pursuant to these Regulations. Any Person who refuses to comply with the Airport Regulations, or to leave the Airport property after being requested to do so by the Airport Manager or authorized representative, shall be a trespasser. Any Person who has been denied the use of the Airport by the Airport Manager, shall not use the Airport except while traveling through as a passenger on a bus, or a Taxi, or while enplaning or deplaning as a passenger on an Aircraft servicing the Airport.

8. Sanitation: No Person shall dispose of garbage, papers, refuse, or other material on the Airport except in the receptacles provided for that purpose. No off-Airport garbage, paper, refuse or other material shall be disposed of at the Airport.

9. Animals: With the exception of Service Animals as defined by the Americans with Disabilities Act (ADA) and those animals shipped by air, animals are not permitted in Airport buildings, landing areas, Ramp areas, Aircraft Parking and Storage Areas, Fuel storage areas or other areas of the Airport unless restrained by leash or by use of another device or container. All Operators shall place signage at ramp doors of this rule and will notify incoming Aircraft Operators of the same.

10. Lost Property: Persons finding lost property at the Airport are asked to turn them in to the Office of the Airport Manager. The Airport Manager shall keep all lost property for a period of 180 days from the time when such materials are turned in to the office, unless otherwise claimed by the owner with proper identification. If the owner is unknown or if the identified owner fails to pick up the property within 60 days of being notified to claim the property, the Airport Manager may dispose of all abandoned or lost property as follows: a) unclaimed currency which has been turned in to the office shall be deposited by the Airport to the credit of the Airport Fund; b) unclaimed property with a value of \$25 or more may be donated to a charitable organization or sold at public auction or on an internet auction site in the manner required by RSA 471-C:13-a with the proceeds of the auction retained by the Airport for deposit to the Airport Fund. Property with a value of less than \$25 or property that fails to sell at auction may be disposed of in any manner that the Airport Manager deems appropriate.

11. Emergency Vehicles: The driver of every Vehicle shall immediately yield the right of way to approaching Emergency Vehicles by driving to a position parallel and as close as possible to the right hand edge of the road, and shall remain in this position until the Emergency Vehicle has passed. Every pedestrian shall similarly yield the right of way to approaching Emergency Vehicles and shall leave the road and remain off the road until the Emergency Vehicle has passed.

12. Other Restrictions and Conditions:

a. Any Improvement that would take place on Airport property must first be reviewed and approved by the Airport Manager as set forth in any Lease and/or Operating Agreement.

b. With the exception of Aircraft (addressed further below), no Person shall abandon any personal property on the Airport. Any personal property so abandoned shall be disposed of in the manner prescribed by, and in the sole discretion of, the Airport Manager as lost property.

c. Cleaning and otherwise maintaining Aircraft shall be accomplished only in areas designated for that purpose by the Airport Manager, as defined in a Lease, Operating Agreement or Permit.

d. No Person shall place, discharge, or deposit in any manner, garbage or refuse, in or upon any Airport road, Airport Operations Area, Fuel storage area, public auto parking area, public landing area, public Ramp and Apron areas, public Aircraft Parking and Storage Areas, except at such places and under such locations as the Airport Manager may prescribe.

e. The discharge of firearms is hereby prohibited on Airport property except 1) by authorized law enforcement for a proper law enforcement purpose or 2) by airport staff licensed to carry firearms or a licensed wildlife specialist for the purpose of wildlife management.

f. No Person shall interfere or tamper with any Aircraft. No person shall put in motion the engine of such Aircraft, or use any Aircraft, Aircraft parts, tools or instruments unless properly licensed and with the permission of the Aircraft Owner, Aircraft Pilot or Aircraft Operator having the permission of the Aircraft Owner, or by the direction of the Airport Manager.

g. No Person shall operate or release any glider, kite, balloon, model aircraft, drone, parachute, sail plane, or rocket, anywhere on the Airport without the advance written permission of the Airport Manager.

h. Any discharge, spillage or dripping of fuel, oil, grease, asphaltic residuals, or any material which may be unsightly or detrimental to persons, property or the environment, whether inside Improvements or on the ground or pavement in any area of the Airport, shall be removed immediately. The responsibility for the immediate removal of such material shall be assumed by the Operator, Lessee or Sublessee responsible for the deposit of such material on the pavement. If any discharge or spillage of more than five (5) gallons occurs, the Lebanon Fire Department shall be notified at once by the Operator, Lessee or Sublessee, and if said discharge or spillage is



more than 25 gallons, the N.H. Department of Environmental Services shall be immediately notified.

i. No Person shall solicit funds for any purpose at the Airport.

j. No Person shall take or use any Aircraft, Aircraft parts or instruments, or tools that are owned or operated by another Person while these devices are stored, housed, or otherwise left at the Airport, or within its Hangars, except with the written consent of the Aircraft Owner or the Aircraft Operator or any other Person having the right of possession to such items.

k. No Person shall keep uncovered trash containers in any area. No Vehicle used for hauling trash, dirt, or any other materials shall be operated on the Airport, unless such Vehicle is equipped so as to prevent the contents from dropping, sifting, leaking, or otherwise escaping. Areas to be used for trash or garbage storage and/or collection shall be kept as clean as possible at all times. Areas to be used for trash or garbage containers shall be designated by the Airport Manager and no other areas shall be used.

l. No Person shall carry any weapons, firearms, explosives (including fireworks), or flammable materials on the Airport, except as authorized by New Hampshire and federal law for lawful governmental purposes or as permitted by FAA and TSA rules and regulations.

### C. FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS

All Persons at the Airport shall conduct themselves consistently with the requirements of all federal, state and local laws, rules and regulations applicable at the time of their conduct.

All Commercial and Non-Commercial Operators shall assure that no Person on the grounds of race, creed, color, age, religion, sex, disability, national origin or sexual orientation shall be denied services offered by the Operators to the public.

In addition, all Aeronautical Activities and Aircraft operations to, on, or from the Airport shall be conducted in conformity with the current provisions of federal, state and local laws, including but not limited to the rules and regulations of the Federal Aviation Administration and those of the New Hampshire Department of Transportation, Bureau of Aeronautics, that are applicable and in effect at the time of such Aeronautical Activities or Aircraft operations.

## D. SAFETY

### 1. Interference, Aircraft Communication Frequency/Navigational Aids

No Person shall operate any Equipment or device on the Airport which will interfere with any Aircraft radio communication frequency or any Aircraft navigational aid.

### 2. Fire Hazards, Explosives and Petroleum Products

a. No Person shall operate any oxyacetylene flame torch, electric arc or similar flame or spark device on any part of the Airport Operations Area unless trained and licensed as a welder under New Hampshire law and only for required maintenance and repair of Aircraft and after all applicable safety measures have been taken or established. All Hot Work shall be conducted in accordance with NFPA 51B (the Standard for Fire Prevention during Welding, Cutting and Other Hot Work). Hot Work is any work that involves burning, welding, using fire- or spark-producing tools, or that produces a source of ignition.

b. No Person shall store, keep, use, dispense, or transport at, in, or upon the Airport any Class A or Class B explosives, or any Class A poisons (as defined in the Interstate Commerce Commission Regulations for transportation of explosives or other dangerous articles), or other explosives, poisons, liquids or gas, any compressed gas or radioactive article, substance or material at such time or place or in such manner or condition as to endanger, or as to be likely to endanger persons or property.

c. Written advance permission of the Airport Manager must be obtained for the movement of radioactive material and will only be given when such materials are packaged, marked, labeled, and limited as required by the U.S. Department of Transportation and FAA Aviation regulations and do not create a hazard to life or property on the Airport.

d. Fire extinguisher equipment at the Airport shall not be tampered with at any time or used for any purpose other than firefighting or fire prevention. All such equipment shall be inspected in conformity with the National Fire Protection Association. Tags showing the date of the last inspection shall be attached to each fire extinguisher.

e. No Person shall keep or store any flammable liquids, gases, signal flares, or other similar material in the Hangars or any buildings on the Airport except in rooms or areas first specifically approved in writing for such storage by the Airport Manager. An exception to this prohibition are signal flares properly stored inside Aircraft and/or life raft assemblies.

f. No Person shall keep or store any lubricating oils in or about Hangars or buildings on the Airport except in spaces first specifically approved in writing by the Airport Manager. See NFPA 30: Flammable and Combustible Liquids Code. No petroleum products or objectionable industrial waste shall be dumped or permitted to drain in ditches, ponding areas, sewer systems or storm drains. These wastes shall be transported away from the Airport by professional refuse companies.

g. Lessees of Hangars or other buildings, including the Terminal building, shall provide suitable metal receptacles with covers for the storage of oily wastes, rags, and other rubbish and trash.

h. Any Person, including the Operators of Aircraft, causing overflow or spillage of excess fuel, oil or grease, whether inside Improvements or on the ground or pavement in any area of the Airport, shall be responsible for cleaning the area and, if applicable, giving immediate notice to the Lebanon Fire Department (603-448-1212) if involving more than five (5) gallons or to the N.H. Department of Environmental Services and to the Lebanon Fire Department if involving more than 25 gallons.

i. No Person shall use volatile flammable substances for cleaning floors in Hangars or in any other building on the Airport.

j. All Lessees on the Airport shall keep the floors of the Hangars or other buildings, Terminal Aprons, pits and areas adjacent thereto, leased or used by them respectively, free and clear of oil, grease, and other flammable material. The floors of Hangars and other buildings shall be clean and continuously kept free of rags, waste material, and other trash or rubbish.

## E. PRIVATE MOTOR AND AIRPORT GROUND VEHICLES

### 1. Operation of Private Motor Vehicles

a. No Vehicle, unless escorted by a Ground Vehicle, is permitted onto the Movement Area of the Airport, which includes all Runways, Taxiways and other areas of the Airport which are utilized for Taxiing, hover Taxiing, take-off and landing of Aircraft and all areas under the direct and positive control of the Air Traffic Control (ATC) Tower, unless specific approval for entry onto the Movement Area is first obtained from the ATC or radio contact is maintained with other Aircraft on the Common Traffic Advisory Frequency (CTAF) when the ATC is not in operation.

b. No Vehicle shall be operated in any area of the Airport in a careless or negligent manner, or in disregard of the rights and safety of others or at a speed which endangers or is likely to endanger Persons or property. No Vehicle shall be operated which is constructed, equipped, or loaded in a way that may endanger Persons or property.

c. No Person shall park a Vehicle or remain halted in a Vehicle on any portion of the Airport, except at such places and such time as permitted by the Airport Manager.

d. The parking of Vehicles on Ramps and Aircraft Tie-downs is prohibited except at designated parking spaces near Hangars and buildings.

e. The Airport Manager may remove from any area of the Airport, any Vehicle which in the opinion of the Airport Manager appears to be disabled, abandoned, parked in violation of Airport Regulations, or which presents an operational problem to any other area of the Airport, at the owner's expense and without liability for damage which may result in the course of such action.

f. Persons operating Emergency Vehicles (Police, Fire, Ambulance, etc.) may enter the Airport Operations Area in the performance of their duties subject to radio communications and approval from the FAA Air Traffic Control tower. If ATC is closed, the alternative frequency of CTAF shall be used for emergency Aircraft communications. The Lebanon Fire Department is staffed 24/7 and has airfield radios that allow for emergency communications with Aircraft when ATC is closed.

g. No Vehicle shall be permitted onto the Airport Operations Area, which includes all Movement Area of the Airport plus all safety areas, Aprons, Aircraft Parking and Storage Areas and other areas used for unobstructed surface movement of Aircraft, for any reason unless authorized by the Airport Manager as a Ground Vehicle, escorted by an authorized Ground Vehicle, or allowed by Lease or Operating Agreement in which case a private Motor Vehicle temporarily entering the area inside the Airport Security fence for an authorized aeronautical purpose must be under the continuous control of a person with escort authority.

h. The driver of any Vehicle which causes damage to Security Areas shall be financially responsible for immediate repairs to the damaged area, at his/her expense.

## 2. Operation of Airport Ground Vehicles

a. Drivers of authorized Ground Vehicles shall at all times be alert and watchful for Aircraft and other Vehicles. All authorized Ground Vehicles must be equipped with two-way radio communications, or be escorted by Vehicles with two-way radio communication with the Air Traffic Control tower.

b. Any person who wishes to drive an authorized Ground Vehicle in the Security Area shall attend, and be approved as adequately completing, Non-Movement Area or Movement Area training provided by the Office of the Airport Manager.

c. All Ground Vehicles operating on Movement Areas will display a roof-mounted yellow flashing warning light in order to be visible in all weather

conditions and will be under the positive control of the Air Traffic Control tower either by (1) two-way radio control; or by (2) communication through light gun signals from the tower, during hours of tower operation. Anyone operating a Ground Vehicle when the tower is not operating shall use the Common Traffic Advisory Frequency to notify Vehicle or Aircraft traffic which may be at or in the vicinity of the Airport.

d. No Aircraft refueling Vehicle shall be parked within fifty (50) feet of a building or Hangar, other than the Airport maintenance building, or within ten (10) feet of any other Aircraft refueling Vehicles.

e. All Ground Vehicles, except Emergency Vehicles responding to an alarm, shall yield the right of way to any and all Aircraft in motion.

f. All Ground Vehicles shall be operated in strict compliance with the airfield driver training manual and speed limits as indicated by posted traffic signs. No Ground Vehicle shall exceed fifteen (15) miles per hour on the public Ramp, Apron areas and Movement Areas unless towing an Aircraft or conditions dictate otherwise for safety, in which case the maximum speed shall be five (5) miles per hour.

g. All Vehicles owned or operated by private Persons engaged under contract as private vendors or entities to provide services for or on behalf of the City or any Operator at the Airport shall be escorted on the Airport Operations Area by authorized Ground Vehicles, unless specifically authorized otherwise in writing by the Airport Manager after training and compliance with the airfield driver training manual.

h. Any driver of a Ground Vehicle involved in an Accident on the Airport Operations Area shall promptly file a complete report with the Airport Manager.

## F. COMMERCIAL OR NON-COMMERCIAL ACTIVITIES

### 1. General Standards

No Commercial or Non-Commercial Activity, including but not limited to Aeronautical Activities, shall be permitted at the Airport except by an Agreement with the City containing provisions for compliance with the Lebanon City Code as amended and these Rules and Regulations as amended, and containing such other special provisions as may be required due to special circumstances particular to a certain activity.

By virtue of conducting any Commercial or Non-Commercial Activity at the Airport, all Permittees and Operators agree, in addition to other specific requirements as set forth herein, to:

- comply with all federal, state and local laws as amended, including these Rules and Regulations as amended,

- observe and fully comply with Airport safety and security rules and provisions,
- provide products, services and facilities on a reasonable basis and to charge only reasonable prices for each product, service or facility,
- conduct all activities in a non-discriminatory and equitable manner,
- pay all fees and other charges required by these Regulations;
- obtain and maintain, at Permittee's and Operator's sole cost, all necessary personnel, Vehicles, Equipment, licenses, permits, certifications or ratings required by law or regulation applicable to their activities,
- obtain and maintain, at Permittee's and Operator's sole cost, insurance as required by the Airport for all of their activities conducted at the Airport, and
- ensure that all personnel conducting activities shall be professional, responsible and courteous in all dealings with the general public at the Airport.

2. Advertisements/Signs

a. No Person shall post, distribute or display signs, advertisements, circulars, written or printed matter of any kind on Airport property without the written permission of the Airport Manager and compliance with the City's ordinance regarding signs. This provision is not intended to apply to posting of signs or printed matter that can be viewed only inside private buildings at the Airport.

b. Any signs advertising a business which are not specifically authorized in a Lease or other written Agreement with the City must have prior written approval from the Airport Manager.

3. Commercial Photography

No Person shall take still, motion or sound pictures of the Airport, Leased Premises or Licensed Property for Commercial purposes without written permission of the Airport Manager. There shall be excepted from this Regulation those representatives of the press on duty or on official assignments, agents or representatives of a government entity, aerial mapping or survey crews, and Persons registered with the State of New Hampshire and the Airport as being in the business of aerial photography.

4. Cargo or Other Storage

Unless otherwise provided in a Lease or other Agreement, no Person shall use any area of the Airport for the storage of personal or private property without advance written permission of the Airport Manager.

## G. COMMERCIAL VEHICLES

### 1. Applicability of Regulations

All Persons operating a Commercial Vehicle as defined herein shall comply with the following rules and regulations:

a. No Commercial Vehicle will operate on the Airport without first obtaining a permit and/or an Agreement from the Airport Manager, and paying the required fees.

b. All Commercial Vehicles shall be parked in such manner and in such areas as may be designated by the Airport Manager.

c. Operators of Taxis shall load and unload only in designated areas.

d. No Person shall solicit passengers for Commercial Vehicles on the premises of the Airport. Commercial Vehicle drivers must not leave their Vehicles for the purpose of soliciting fares.

e. No Person shall carry on or conduct or engage in the business of renting automobiles and trucks, including advertising and soliciting customers on the Airport property, except pursuant to the terms of an Agreement with the City.

f. Permits issued to Commercial Vehicle Operators may be revoked by the Airport Manager in the event the Permittee, its employees, or agents have failed to comply with any provisions of its Permit or these Regulations, or in the event that the Permittee, its employees, or agents become involved on the Airport in any disturbance, altercation, or dispute, verbally or otherwise, with the public or with the agents of any Commercial Vehicle driver, transportation or Aviation company, or with Employees or agents of the Airport, or with Persons using the Airport.

g. All Vehicles operated by Permittees shall be kept in good operating condition and appearance, and the right is reserved by the Airport Manager to order removed any Vehicles that are deemed unsafe or are continuously unkempt in appearance.

h. The Permittee, its operators, Employees, and agents shall conduct themselves at all times in a polite and courteous manner.

i. The Permittee shall abide by all applicable laws of the United States, and all applicable laws, ordinances, codes, rules and regulations of the State of New Hampshire and the City of Lebanon.

j. See also Parking Rules of these Regulations for additional terms and conditions for operating at the Airport.

## 2. Commercial Vehicle Permits

All Operators of Commercial Vehicles wanting to provide services at the Lebanon Municipal Airport must file an application for an Airport Commercial Vehicle Permit and adhere to the applicable rules detailed within these Rules and Regulations.

a. Owners/Operators of Commercial Vehicles must file applications through the Airport Manager's office during business hours (8:00 a.m. - 4:00 p.m.) Monday through Friday for a Commercial Vehicle Permit.

b. Taxi Operators must present the City of Lebanon annual Taxi Permit obtained under Chapter 117 of the Lebanon City Code to the Airport Manager for each Vehicle before the Airport will process an Airport Commercial Vehicle Permit. Additional documentation that is required includes current Vehicle registration and a current Certificate of Insurance, with a copy of the endorsement naming the City of Lebanon as additional insured, that provides coverage as required by City ordinance. The permit year begins on August 1 and ends on July 31 under the Lebanon City Code, and all Airport Commercial Vehicle Permits expire on July 31st to correspond with the City's permitting policy.

c. Taxi Operators must prominently display the name of their Taxi company on each Vehicle commercially permitted at the Airport. The company name will be the same as indicated on the Operator's Airport Commercial Vehicle Permit, City of Lebanon Taxi Permit, registration and insurance documents. Separate Federal Tax Identification numbers must be presented for Taxi Operators who wish to operate multiple companies.

d. Any Applicant for a Commercial Vehicle Permit must subject the Vehicle to a visual inspection and photographic registration by the Airport Manager before each payment and permit can be processed.

e. The Permit issued by the Airport Manager must be displayed as determined by the Airport Manager.

f. Permits are issued specifically for each Vehicle and shall not be transferred to any other Vehicle.

## 3. Commercial Vehicle Operations

a. Commercial Vehicle Operators will restrict their access to the Airport Terminal building to that time required to conduct personal business (gift shop, rest room) or to assist an Airport passenger at the request of that Airport passenger. Verbal solicitation of Airport passengers or inquiries at the airline ticket counters will not be allowed. At all other times, Commercial Vehicle Operators will be required to remain



either at or in their respective Vehicles. A Taxi Operator or the Operator of a Shuttle Vehicle who has a verifiable Airport passenger reservation may wait for the arrival of that passenger within the Terminal building as outlined in the Parking Rules, as set forth below.

b. All Taxis with Commercial Vehicle permits engaged in ground transportation services for deplaning Airport passengers shall be required to operate from the designated Taxi stand as detailed below in Parking Rules, "Taxi Stand Area", without exception. A maximum of one (1) Taxi per company is permitted on the Taxi stand at the same time. Another Taxi of the same company may take a position at the Taxi stand only after the first has vacated the stand.

c. Commercial Vehicles shall not utilize the four (4) minute Airport passenger loading/unloading area for the purpose of receiving/delivering goods for Airport Terminal Tenants and management unless the vehicle has a tractor-trailer configuration. Vehicles with a tractor-trailer configuration shall abide by the four (4) minute loading/unloading area limitations unless authorized by the Airport Manager.

d. Commercial Vehicles with Commercial Vehicle Permits are permitted onto Leased Premises in areas delineated by Lessees for the temporary purpose of providing services to Aircraft pilots or passengers.

e. Taxi Operators and Shuttle Vehicle Operators who have an Airport passenger reservation may stand in that area within the Terminal building between the main entrance and the first car rental counter. The driver must hold a sign indicating the name of the passenger with whom the driver has an appointment. The sign will be no larger than a standard 8-1/2" X 11" sheet of paper and will not display or advertise any company identification.

(1) Time within the Terminal will be limited to Aircraft arrivals only and no verbal solicitation will be allowed at any time. The driver will not roam within the Terminal building and will remain in the designated area. Airport passenger appointments may be subject to verification by the Airport Manager without notice.

(2) The Taxi Operator and/or Shuttle Vehicle Operator shall have in his or her possession the name of the person who has made the Airport passenger reservation, a copy of any form delivered to the Taxi Operator or off-Airport car rental, hotel/motel/inn. This document must be produced and made available to the Airport Manager or such person as the Airport Manager may designate for the purpose of verifying the Airport passenger reservation. In the event the Taxi Operator or Shuttle Vehicle Operator cannot comply with the verification requirement, the Airport Manager or such person as designated by the Airport Manager may take action as provided in Part 6 herein, "Removal or Exclusion from the Airport."

f. Commercial Vehicle Permits may be revoked by the Airport Manager for any violation of these or the Parking Rules after the Operator has received at least one (1) written notice outlining the violation. No refund will be returned to any Operator whose permit has been revoked.

## H. PARKING RULES

These Rules and Regulations relate to the parking of Vehicles at the Airport and are referred to as the "Parking Rules."

### 1. General Parking Rules

All Persons using the Airport's Vehicle parking facilities must adhere to the following Rules without exception:

a. No Vehicle shall be parked in the designated fire zone(s) at any time. The only exceptions are approved government vehicles or attended Taxis and attended Shuttle Vehicles for passenger loading/unloading. See below for additional rules for Commercial Operators that apply. Vehicles improperly parked in the designated fire lane will be subject to traffic violation tickets or being towed at owner/Operator's expense.

b. No Vehicle shall be parked in the designated handicapped parking areas unless qualified to do so under New Hampshire law and a permit to do so is visible on the vehicle. Vehicles improperly parked in designated handicapped spaces will be subject to traffic violation tickets or being towed at owner/Operator's expense.

c. No Vehicle shall be parked in the designated commercial loading/unloading zone(s) at any time unless receiving/delivering goods for Airport Terminal tenants and management.

d. No Vehicle shall be parked in the designated reserved parking areas unless authorized under the section of "Designated Parking Areas" below.

e. No Vehicle shall be parked at the Taxi stand area unless displaying a valid Commercial Vehicle Permit for Taxi operations. Vehicles improperly parked at the Taxi stand area will be subject to towing at the owner/Operator's expense after an advance warning. Advance warning may be served either with warning stickers issued by the Airport Manager or traffic violation tickets. Either notice will be plainly visible on the Vehicle's windshield.

f. Any Vehicle (except authorized government vehicles) exceeding four (4) minutes within the designated four (4) minute passenger loading/unloading area shall be subject to towing at the owner/Operator's expense after an advance warning.

Advance warnings shall be served either by warning stickers issued by the Airport Manager or traffic violation tickets. Either notice will be plainly visible on the Vehicle's windshield.

g. No unauthorized Vehicle that is unrelated to Aircraft operations or servicing, or Airport operations and maintenance, shall be permitted on the Airport Operations Area without the express consent of the Airport Manager. See RSA 422:28, XI. Said Vehicle shall be subject to immediate towing at the owner/Operator's expense. Owner/Operator of said Vehicle shall also be subject to the penalties as provided by law and as provided herein.

h. No Vehicle shall be permitted to park in front of and/or block any trash dumpsters. Said Vehicle shall be subject to immediate towing at the owner/Operator's expense without notification.

i. The Person owning or operating a Vehicle registered with the Airport Manager found operating any Vehicle on Airport Security Areas shall immediately lose his/her privilege to park on Airport property, unless such operation was authorized by the Airport Manager.

j. Vehicles improperly parked in commercial loading and unloading, four (4) minute loading and unloading zone or designated reserved zones will be subject to towing at the owner/Operator's expense after receipt of a one-day advance warning notice. Advance warnings shall be served either by warning stickers by the Airport Manager or other traffic violation tickets. Either notice will be plainly visible on the Vehicle's windshield.

k. All Vehicles subject to towing under this section are towed at the expense of the Person owning or operating it. Such Person waives all Airport liability for damages which may result in the course of such action.

## 2. Commercial Vehicle Parking Rules

a. Only authorized rental car Vehicles owned by agencies under contract with the City shall receive a designated car rental parking area identification. Said Vehicles must show agency identification and be parked within the area designated by the Airport Manager.

b. All Commercial Vehicles receiving/delivering goods at the Airport Terminal building shall utilize the commercial loading/unloading area as designated by the Airport Manager, except for Vehicles with a tractor-trailer configuration.

c. All complaints to the Airport Manager with regard to the violation of these Parking Rules must be in writing. Verbal complaints will not be accepted.

3. Designated Parking Areas

a. Public Parking Lots

There is located on the Airport one or more parking areas for public parking. The Airport Manager may allocate spaces to on-Airport car rental agencies that have a written Agreement with the City.

b. Airport Employee Parking Areas

All employee Vehicles shall utilize the parking area designated by the Airport Manager.

Employee Vehicles may be moved to another location in order to meet parking demands at such time and to such new location as the Airport Manager deems appropriate.

c. Car Rental Areas

Car rental agencies shall be allotted designated parking spaces by the Airport Manager.

d. Taxi Stand Area

(1) All Taxis with a Commercial Vehicle permit awaiting Airport passengers shall utilize the Taxi stand designated by the Airport Manager at the Terminal. On Leased Premises, all such Taxis shall utilize the area designated by the Lessee.

(2) Taxi Operators who pick up and drop off Airport passengers in the fire lane must not exceed the maximum parking time of four (4) minutes (exceeding four (4) minutes is considered soliciting). Drivers must be in attendance at the vehicles at all times when parked within the fire lane.

(3) Taxi Operators with permits may utilize the Taxi staging areas parking spaces. Access is limited to the first taxi in line at the Taxi stand. The four (4) minute parking rule need not be observed for Taxi staging area parking at the Terminal.

(4) The maximum number of vehicles allowed on the Taxi stand is limited to the dimensions of the Taxi stand.

(5) A designated parking area has been established adjacent to the Loading and Unloading Zone for Airport commercial passenger reservations. Taxi Operators who do not have a Lebanon Airport Commercial Vehicle Permit and who wish to await

a commercial passenger who is conducting brief business within the Terminal building must utilize this area. The driver may also enter the Terminal building to await the Airport passenger.

*e. Courtesy Vehicle/Shuttle Parking*

Shuttle Vehicles with a permit may utilize the fire lane in front of the Terminal building only for Airport passenger pick-up and drop-off. Shuttle Vehicles need not observe the four (4) minute parking limit imposed on Taxi Operators as long as parking time is limited to that which will be needed for passenger operations. The driver must remain with the vehicle at all times when parked within the fire lane. Verbal solicitation will not be permitted. Shuttle Vehicles will remain south of the cross walk at all times. Any Operator of a Shuttle Vehicle who is picking up an Airport passenger reservation shall not stop in the fire lane but shall park in the area designated by the Airport Manager.

*f. Tenant Managers Area/Commercial Loading & Unloading Area*

(1) Only authorized Tenant Managers shall be permitted parking privileges within the Tenant Managers' area. The only exception shall be for late night shift supervisors permitted to utilize their manager's parking space only.

(2) Designated Tenant Managers shall be permitted parking as designated by the Airport Manager.

(3) All Commercial Vehicles, except Vehicles with a tractor-trailer configuration, receiving/delivering goods for Airport Terminal Tenants and management shall utilize the commercial loading and unloading area designated by the Airport Manager.

*g. Airport Manager Area/Restaurant Loading/Unloading & Parking Area*

(1) Only authorized Airport employees shall be permitted parking privileges within the Airport Manager's area, without exception.

(2) Only restaurant loading/unloading of supplies and restaurant staff parking (a maximum of two (2) automobiles) shall be permitted in the designated restaurant loading/unloading and parking area. Restaurant patrons shall utilize the general parking lot without exception.

## PART 3 - GENERAL AERONAUTICAL REGULATIONS

In addition to the foregoing Parts of these Regulations, this Part 3 shall apply to all Aircraft Owners and Aircraft Operators including Private Aircraft Operators, as well as Commercial and Non-Commercial Operators conducting any Aeronautical Activity (hereinafter abbreviated and referred to as "Aeronautical Operators").

### A. GENERAL STANDARDS

1. **Building code requirements:** All Improvements owned or leased by Aeronautical Operators at the Airport shall ensure that all such Improvements comply with current federal, state and local building code requirements, including the Americans With Disabilities Act (ADA) as amended.

2. **Conduct of Activity:** All Aeronautical Activities shall be conducted in a safe, secure, courteous and professional manner.

3. **Noise Reduction:** All Aeronautical Operators shall conduct activities with Aircraft consistent with noise abatement best practices, including the following at a minimum:

a. All arriving and departing Aircraft shall be operated in a manner that follows the Aircraft manufacturer's recommended procedures for quiet operation and keeping Aircraft noise to a minimum;

b. All low approaches or "touch-and-go" landings are prohibited from 12:00 AM (midnight) to 7:00 AM each day;

c. All departures shall apply the most recent recommended National Business Aviation Association (NBAA) Departure Noise Abatement Procedures. At this Airport, this means all Aircraft shall fly or maintain runway heading until reaching an altitude of at least 5,000 feet.

The above procedures are not intended to preempt or affect the responsibilities of the pilot-in-command for safe Aircraft operation.

4. **Real Estate Kept Clean:** All land that is leased and/or Improvements that are owned or leased by Aeronautical Operators shall be used and occupied in a manner that keeps the real estate in good order and condition and free of accumulation of dirt and rubbish. If repairs are necessary in order to keep and maintain such good order and condition, they will be made promptly whether such repairs are interior or exterior, ordinary or extraordinary, foreseen or unforeseen.

5. **Contact Person:** Each Aeronautical Operator shall designate responsible individuals for points-of-contact, including the names and telephone numbers of primary and secondary contacts, to the Airport Manager.

6. **Aircraft Condition:** All Aircraft parked or stored at the Airport in leased Improvements or Tie-down spaces must be fully operational and meet current safety standards for being operational; nevertheless, such Aircraft may be unavailable, from time to time, on a temporary basis for a reasonable period of time due to routine or emergency maintenance so long as the appropriate measures are being taken to return the Aircraft to service as soon as possible. This requirement shall also apply to T-hangars that are privately-owned and leased or assigned to third persons by the owners of the T-hangars. However, this requirement does not apply to the owners of the T-hangars if the T-hangars are not leased or assigned to third persons. It is permissible under this paragraph for an Aircraft to be non-operational if (a) it is stored inside a Hangar and (b) it is being broken down for the purpose of selling its parts, provided that all activity related to the sale of such parts begins and ends within one year of the Aircraft becoming non-operational.

7. **Security:** Each Aeronautical Operator, Lessee or Sublessee shall fully comply with the Airport's security requirements, as well as all applicable reporting requirements established by the City, the FAA, the TSA, and any other federal, state or local agencies.

8. **Insurance:** Each Aeronautical Operator shall obtain, and consistently maintain, insurance at the Operator's sole cost as required by the City in Leases, Subleases, permits, Operating Agreements or other Agreements so that the types and amounts of coverage prudently and reasonably protect the City from risk of loss due to the activities conducted by each Aeronautical Operator on the Airport. All insurance policies shall name the City as additional insured by endorsement (except for workers' compensation coverage) on a primary and noncontributory basis. The City's insurance requirements will be established by the Airport Manager and adjusted from time to time so as to keep pace with inflation and risk factors involved at the Airport. The same level of coverage will be required of each Aeronautical Operator that is similarly situated to other Aeronautical Operators, such as those conducting the same or similar Aeronautical Activities with the same or similar risk of loss, or those owning, storing, maintaining or operating the same or similar value of Aircraft.

## B. OPERATIONAL RULES

1. The Airport Manager may prohibit Aircraft landings and takeoffs at the Airport at any time when, and under any circumstances under which, the Airport Manager deems that continued operations are likely to endanger persons or property.

2. No Person shall operate any Aircraft in the air or on the ground while under the influence of alcohol, narcotics, or other habit forming drugs, or operate an Aircraft in the air or on the ground, in a careless and reckless manner so as to endanger the life or property of another.

3. It shall be unlawful for any Person in any Aircraft flying over the Airport, to cause or permit to be thrown out, discharged, or dropped, any handbills, circulars, cards, or other matter whatsoever.

4. No Aircraft engine or turbine shall be started or run unless a qualified pilot or mechanic is in the Aircraft and attending the controls.

5. Aircraft shall not be positioned or Taxied so that propeller slipstream or jet exhaust is directed at spectators, personnel, Hangars or other buildings in such a manner as to cause personal injury or property damage.

6. Whenever danger of oil leakage, drainage, or spillage exists, drip pans shall be placed under each engine of any Aircraft parked on asphalt pavement.

7. The following restrictions shall apply to Aircraft movement:

a. No Aircraft shall be Taxied into or out of Hangars.

b. No Aircraft shall be Taxied except at safe and reasonable speeds. Aircraft not equipped with adequate brakes shall not be taxied unless an attendant is at the wing to assist the Pilot. When multi-engined Aircraft with defective brakes must be moved, they shall be towed and not taxied.

8. The Airport Manager or authorized representative shall have the authority to close the Airport or any portion of the Airport Operations Area whenever the Airport Manager considers such action necessary to avoid endangering Persons or property. The Airport Manager shall have the right to deny use of the Airport or any portion of it to any Aircraft, if, in the opinion of the Airport Manager, the use of the Airport or any portion of it by such Aircraft might be likely to endanger Persons or property.

9. The Operator of any Aircraft involved in any Accident or Incident causing personal injury or property damage at the Airport or affecting the safety of Airport operations shall make a prompt and complete report to the Airport Manager. Other Persons employed on the Airport who witness or participate in any Accident or Incident shall also promptly render a detailed report to the Airport Manager, including giving names and addresses of all witnesses thereto.

10. The Aircraft Owner or Aircraft Operator or their agent shall be responsible for the prompt removal or disposal of disabled Aircraft and parts thereof according to NTSB guidelines, unless required or directed to delay such action pending



an investigation of an Accident. If the Aircraft Owner or Aircraft Operator or their agent does not move it within a reasonable amount of time, the Airport Manager may direct the FBO to remove it at the Owner's expense and without liability to the City for additional damage that may result from the removal.

### C. SELF-SERVICE AND SELF-FUELING AIRCRAFT ACTIVITY

1. Self-Service and Self-Fueling of Aircraft are permitted on the Airport as Non-Commercial Activity. Self-Service or Self-Fueling activities cannot be contracted out or delegated to another Person by any form of agreement or any form of Compensation without becoming a Commercial Activity and requiring an Operating Agreement to govern such Activity.

2. Self-Service activities are those such as maintaining (which may include changing the oil), repairing, cleaning or otherwise providing service to an Aircraft, performed only by the Aircraft Owner, Aircraft Operator or their own Employees and using only the Aircraft Owner's or Aircraft Operator's own Equipment. All services performed on the Aircraft must be provided by the Aircraft Owner or Aircraft Operator, usually to the standards of 14 CFR Part 43.

3. Self-Fueling means the fueling of Aircraft only by the Aircraft's Owner or Aircraft's Operator or their own Employees, using only their own Equipment to bring the fuel to the Airport by themselves or by their own Employees from a source of their own preference, in accord with all applicable federal, state or City laws, rules and regulations.

a. In the event an Aircraft Owner or Aircraft Operator purchases Fuel from an off-Airport supplier, all such Fuel is subject to the Airport's Fuel Flowage Fee to be paid by that Owner or Operator. Said Owner or Operator shall produce a copy of each sales receipt showing the Net Gallons of Fuel purchased off-Airport to the Airport Manager within 5 business days of each such purchase.

b. Self-Fueling does not include the activity of using a self-service fuel pump made available by an FBO, which is a Commercial Activity.

c. Self-Fueling by Aircraft Owners or Aircraft Operators is only allowed after permission has been granted by the FBO on whose Leased Premises or Licensed Property the Aircraft will be fueled or after the Aircraft Owner/Operator has entered into an Operating Agreement with the City to permit Self-Fueling on other Leased Premises or Licensed Property subject to safety measures and other standards established by the Airport Manager. Under no circumstances shall an Aircraft be refueled inside of a Hangar. In the event of Self-Fueling on FBO Leased Premises or Licensed Property, the FBO may designate a specific area within such areas where Self-

Fueling operations will be conducted and may require other safety measures as determined by FBO requirements and the standards outlined in the FBO's liability insurance policy. In addition to the above requirements, any Person engaged in Self-Fueling activity must adhere to all safety requirements outlined in these Regulations, including those involving the discharge, spillage or dripping of fuel at the Airport (such as Part 2.B. and D. above or Part 3.D. below).

#### D. GENERAL FUEL HANDLING OPERATIONS

1. Aircraft fueling is prohibited while any engine on the Aircraft which is being fueled is running (with the exception of Auxiliary Powered Units or engines acting as Auxiliary Power Units) or being heated. Helicopter "hot fueling" will be permitted as per standard helicopter operating procedures.

2. During all Fuel handling operations in connection with any Aircraft at the Airport, the Aircraft and the Fuel dispensing or draining equipment shall be bonded by wire to prevent the possibility of static ignition of volatile liquids.

3. Aircraft Fuel handling at the Airport shall be conducted at least fifty (50) feet from any Hangar or buildings.

4. During Fuel handling operations in connection with any Aircraft, at least two (2) twenty (20) pound BC rated or other acceptable type fire extinguishers shall be kept immediately available.

5. During Fueling operations in connection with any Aircraft, no Person shall operate any radio transmitter or receiver, electrical switches, or any radar equipment in the Aircraft, or do any act, or use any material within fifty (50) feet of an Aircraft if it is likely to cause a spark.

6. Only personnel engaged in Fuel handling, or in the maintenance and operation of the Aircraft being fueled, shall be permitted within fifty (50) feet of the Aircraft being fueled, unless a cabin attendant is at the door of the Aircraft and a passenger ramp is in position or the Aircraft door is open and stairs are down.

7. No Person shall start the engine or engines of any Aircraft when there is any type of Fuel on the ground or under the Aircraft.

8. Automotive and Ramp Equipment shall be refueled only at refueling stations and from dispensing devices approved by the Airport Manager.

9. Refueling units, when not being used, shall be stored or parked only in those locations approved by the Airport Manager. In no instance will refueling units be stored or parked within fifty (50) feet of any building or other structure.

10. During Fueling or de-fueling operations, all motorized Equipment used for servicing Aircraft shall be parked in such a way that it may be readily driven or towed away from the place in the event of an emergency.

E. BASED AIRCRAFT AND REGISTRATION REQUIREMENTS

1. All Hangar owners with Aircraft and all Based Aircraft at the Airport must have the Aircraft registered with the State of New Hampshire as being based at the Lebanon Municipal Airport. Based Aircraft shall not be obligated to pay the landing fees described in Part 5 of these Regulations.

2. Unless otherwise provided for in a Lease or Operating Agreement, the location of Transient and Based Aircraft parking shall be as designated by the Airport Manager or by any FBO on the Airport.

3. Aircraft parking is prohibited on the West Ramp, except for those air carriers servicing the Airport, unless prior approval has been obtained from the Airport Manager.

F. ABANDONED AIRCRAFT

In the event any Aircraft or Aircraft parts are located at the Airport for a period in excess of three (3) years that appear to be abandoned or lack a currently effective State of New Hampshire or federal registration certificate, the Airport Manager may cause such Aircraft or parts to be taken into custody and stored in a suitable place and may also implement the remedies available to the City pursuant to RSA 422-C.

**PART 4 -- MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**

The following rules and regulations relating to the Minimum Standards for all Commercial and Non-Commercial Aeronautical Activities at the Airport are hereinafter referred to as "Minimum Standards" or "Standards".

A. INTRODUCTION AND GENERAL PROVISIONS

1. Statement of Purpose

The purpose of these Minimum Standards and procedures is to define the minimum standards of conduct for all Commercial and Non-Commercial Aeronautical Activity at the Airport described in this Part 4. The requirements of these Minimum Standards are intended to protect the public interest and safety, enhance the availability

of adequate services for all Airport users, and promote the safe, orderly and responsible development of the Airport.

All qualified and experienced Persons desiring to engage in Commercial or Non-Commercial Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such activities subject to the Master Plan and fully complying with these Rules and Regulations and other City ordinances.

## 2. Applicability

These Minimum Standards specify the minimum standards and requirements that must be fully complied with by any Person engaging in Commercial and Non-Commercial Aeronautical Activities on the Airport. They do not apply to Private Aircraft Operators that are not engaged in any Commercial or Non-Commercial Aeronautical Activity.

Each Aeronautical Activity is listed and described below in this Part 4. For example, an Aircraft Charter Services Operator (ACSO) is one Aeronautical Activity. A Fixed Base Operator (FBO) is another Aeronautical Activity. The operating standards in the Minimum Standards Regulations herein are the minimum requirements that must be met by all Commercial and Non-Commercial Operators as a condition of conducting stated Aeronautical Activities on the Airport and, if applicable, as a condition of leasing property on the Airport. Any requirements of this document are not intended to be applied to scheduled certificated commuter airline service operating under FAR Parts 121 or 135.

Any required determinations, interpretations of these Standards, or judgments regarding what constitutes compliance with a minimum standard or requirement, shall be made by the Airport Manager. The Standards herein reflect the minimums required to conduct Commercial and Non-Commercial Aeronautical Activities; all Persons may exceed the applicable Minimum Standards or requirements. No Person shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not, in the Airport Manager's sole discretion, fully comply with these Minimum Standards.

These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the City from enforcing an existing Agreement that requires an Operator to exceed these Minimum Standards. The City reserves the right to require compliance of any Operator with reasonable terms or conditions that may be more stringent than the Minimum Standards in a new Operating Agreement or at the time an Operating Agreement is renewed if the Operator's activities, public use of the Operator's activities or of the Airport, or regulatory or financial conditions have changed that also require a

change in the terms or conditions of the Operating Agreement in order to carry out the intended purpose of these Rules and Regulations.

Nevertheless, an Operating Agreement may also expressly authorize grandfathering of limited specific rights with respect to improvements and size of leasehold area that pre-exist the adoption of these Regulations or any amendment hereto. Said grandfathering, if applicable, may be subject further to necessary conditions and qualifications related to public safety or changes in laws that do not exempt Operator.

All Persons engaging in Commercial or Non-Commercial Aeronautical Activities at the Airport shall fully comply with all Parts of these Regulations, including but not limited to all General Regulations herein, as well as the Minimum Standards applicable to the Person's activities.

The implementation, enforcement, and periodic review and amendment of these Standards and the Rules and Regulations shall be carried out by the City of Lebanon acting through its elected City Councilors, City Manager, and Airport Manager. These Minimum Standards, as amended from time to time, shall be deemed to be an integral component of all currently-effective and future Leases, Operating Agreements and other Agreements with the City at the Airport.

### 3. General Standards

a. **Non-Discrimination:** All Commercial and Non-Commercial Operators shall ensure that no Person on the grounds of race, creed, color, age, religion, sex, disability, national origin or sexual orientation shall be denied any services offered by the Operators to the public.

b. **Non-Exclusivity:** The operating rights and privileges granted to any Aeronautical Operator are non-exclusive, and the City reserves the right, in its sole discretion, to grant others certain operating rights and privileges at the Airport to provide services or conduct activities which are identical in part or in whole to those granted to other Aeronautical Operators.

c. **Standard for Provision of Services:** All Commercial and Non-Commercial Operators conducting Aeronautical Activities shall provide what is considered in the opinion of the City as good quality, prompt, efficient, and adequate service on a reasonable, equitable, and non-discriminatory basis and where the service is provided to give the public a positive experience at the Airport. All prices charged for each product, service or facility offered on the Airport shall also be reasonable and equitable.

d. **Minimum Land or Floor Area Requirements:** Land area requirements in these Standards for Leased Premises may, if public Ramp area at the Airport is

reasonably available, be met in part with Ramp area licensed to the Operator by the City but only for the non-exclusive use of Operator and only if, within the City's sole discretion, the license of such land is necessary or appropriate to the circumstances to carry out the purpose of these Standards. If also available and approved by the City as meeting the objectives of these Standards, floor space requirements may be met based on use of Improvements that may not be located contiguously or within the same building and through either shared use of common area Improvements or exclusive use of private or public Improvements. For example, hangar space to store an Aircraft may not be in the same building as office space but the combined total of that square footage may be used to comply with the minimum floor space requirement.

e. **On-Site Management:** Each Commercial Operator shall have, at a minimum, a qualified, experienced and professional manager who is fully responsible for the day-to-day management of the Commercial Operator's activities. That individual shall be authorized to represent and act on behalf of the Operator during all hours of activities with respect to the method, manner and conduct of Operator and Operator's activities. In the event such person is not able to be on-site at the Airport during customary business hours each week, the Commercial Operator shall ensure a person shall be available to the general public by telephone or email during those hours.

f. **Contact Person:** Each Commercial and Non-Commercial Operator shall designate a responsible person for the coordination of all procedures and communications and provide the Airport Manager with points-of-contact, including the names and telephone numbers of the primary and secondary contacts. One of the contacts shall be available by telephone 24 hours each day, seven (7) days each week.

g. **Personnel and Staffing:** Each Commercial Operator shall have in its employ and available during hours of activity, properly trained, qualified and courteous Employees who shall be clean and neat in appearance and in such numbers as are required to fully comply with these Minimum Standards and to meet the reasonable demands of customers for each activity being conducted by the Commercial Operator.

h. **Aircraft, Equipment and Vehicles:** All required Aircraft, Equipment and Vehicles must be fully operational, compliant with all federal and state laws and regulations, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment and Vehicles may be unavailable, from time to time, on a temporary basis for a reasonable period of time due to routine or emergency maintenance so long as the appropriate measures are being taken to return the Aircraft, Equipment or Vehicles to service as soon as possible.

i. **Hours of Activity:** Unless otherwise established in these Minimum Standards or in the Operating Agreement, a Commercial Operator's services shall be offered and available to the general public to meet the reasonable demand of customers

for the activity eight hours per day between the hours of 8:00 a.m. and 7:00 p.m. Monday through Friday excluding holidays. If the activity is not a 24/7 operation, the Commercial Operator hours of activity and contact information shall be clearly posted in public view using appropriate and professional signage and/or posted on the Operator's website.

j. **Security:** All Commercial and Non-Commercial Operators and Lessees or Sublessees shall fully comply with the Airport's security requirements, as well as all applicable reporting requirements established by the City, the FAA, the TSA, and any other federal, state or local agencies.

k. **Insurance:** All Commercial and Non-Commercial Operators shall obtain, and consistently maintain, insurance at their sole cost as required by the Airport Manager in Leases, Subleases, permits, Operating Agreements or other Agreements. All insurance policies of such Operators shall name the City as additional insured by endorsement (except for workers' compensation coverage) on a primary and noncontributory basis.

l. **Indemnification:** All Commercial and Non-Commercial Operators shall be expected to indemnify, defend, hold harmless and reimburse (collectively "indemnify") the City from and against any and all claims, demands, actions, suits, damages, losses and the like arising from their activities on the Airport as set forth in Leases, Subleases, permits, Operating Agreements or other Agreements.

m. **Fees:** All Commercial and Non-Commercial Operators shall pay all fees and charges, as applicable, as required by these Rules and Regulations.

#### 4. Submission of Application to Conduct Aeronautical Activity

No Commercial or Non-Commercial Aeronautical Activity shall be permitted at the Airport except by an Operating Agreement with the City containing provisions for compliance with the Lebanon City Code as amended and these Rules and Regulations as amended, and containing such other special provisions as may be required due to special circumstances particular to a certain activity.

All Operators shall demonstrate prior to issuance of an Operating Agreement, and continuing during the term of their Operating Agreement (including all renewal terms), the capability of consistently providing the required products, services, and facilities in a reliable, safe, secure and professional manner applicable to their anticipated Aeronautical Activities.

Any Person wishing to conduct an Aeronautical Activity at the Airport shall submit the following information to the Airport Manager:

a. Applicant's legal name and address, including the names and addresses of all owners, partners or principals of the Applicant if Applicant is not an individual and identification of the Applicant's primary and secondary contact persons.

b. Applicant's primary business and business history, including the location from where the primary business has been operated. If the Applicant is a new business entity, the business background and experience of all owners, partners or principals of the entity shall be provided.

c. Applicant's specific purpose in applying for a Lease and/or an Operating Agreement at the Airport.

d. Applicant's intent for the use of Airport land and/or facilities, and the good(s) or service(s) to be offered, including a description of the Aeronautical Activity to be conducted, how it will be conducted, the anticipated hours of activity, how the applicable Minimum Standard(s) will be complied with, and a financial pro forma and other information exhibiting adequate financial capability, capacity and responsibility to undertake the proposed Activity.

e. Applicant's estimate of the cost for development of Improvements (if needed) associated with the Lease and/or Operating Agreement in order to engage in the desired Aeronautical Activity.

f. Applicant's schedule for commencement of the Aeronautical Activity and if applicable, a proposed schedule for the construction of leasehold Improvements.

g. Applicant shall provide the names, addresses and phone numbers of references that can attest to the Applicant's financial responsibility and technical ability in the proposed type of business and a signed release authorizing the references to provide the City with such information.

h. Applicant shall provide, before commencement of operations, the names, addresses, experience and qualifications of management personnel who will be involved in day to day operations.

i. The Airport may reject any application for any of the following reasons:

- (1) The Person, for any reason, does not fully meet the qualifications, standards and requirements established by the Airport, which shall be determined by the Airport in its sole discretion. The burden of proof shall be on the Person to show that it does fully meet such qualifications, standards and requirements by clear and convincing evidence.
- (2) The proposed activities and/or Improvements, as determined in the sole discretion of the Airport, will create a safety or security hazard at or on the Airport.



- (3) The Airport would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements, either then or in the future, that the Airport is unwilling and/or unable to expend or supply.
- (4) The proposed activities and/or Improvements will result in a financial loss or hardship to the Airport.
- (5) No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity at the time the application is submitted, nor is such availability contemplated within a reasonable period of time.
- (6) The occupancy, use, or development of Airport land and/or Improvements will prevent adequate access to the Leased Premises of any existing Operator, Lessee, or Sublessee.
- (7) The Person has intentionally or unintentionally misrepresented or omitted any material fact in the application and/or in supporting documentation and/or the Person has failed to make full disclosure in the application and/or in supporting documentation.
- (8) The Person does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed activity.
- (9) The Person cannot obtain a bond or other financial assurance and insurance in the types and amounts required by the Airport for the proposed activity.
- (10) The Person seeks terms and conditions that are inconsistent with Federal Grant Assurances and/or the Airport's Minimum Standards Program.

5. Permits or Operating Agreements Required for Aeronautical Activity

All Persons seeking to conduct any Commercial or Non-Commercial Aeronautical Activity at the Airport are required to obtain a permit from the City (if conducting transient services) or to enter into an Operating Agreement with the City, and in the event Persons seek to lease or sublease land and/or Improvements in order to conduct said Aeronautical Activity, to enter into a Lease (or Sublease, as applicable), as well. All such Agreements shall be subject to and require compliance with these Regulations and shall have such terms and conditions as required by the City to achieve the objectives in these Rules and Regulations and other City requirements as well as objectives for the use, management and maintenance of the Airport. These Rules and Regulations, including the Minimum Standards herein, shall be incorporated into each permit or Operating Agreement by reference and shall be deemed to be an essential and integral component of each permit or Operating Agreement.

The permit or Operating Agreement will serve as written authorization from the City for an Operator to engage in one or more specific Aeronautical Activities on the Airport. The approval of both the Airport Manager and the City Manager is required for an Operating Agreement and both shall have the authority to approve and execute such Agreements on behalf of the City.

In the event an Operator leases or subleases more than one area of land or Improvements at the Airport, said Operator shall have an Operating Agreement that authorizes activity in more than one leased area.

No permit is transferable or assignable to any Person. No Operating Agreement is transferable or assignable to any Person unless the Person to whom the transfer or assignment will apply has submitted an application to the Airport Manager that meets all requirements for operating agreements as set forth in Part 4, Section 4 above and has received the written advance approval by both the Airport Manager and the City Manager. Any transfer or assignment of an Operating Agreement shall be limited solely to the approved activity(ies) identified in the existing Agreement, the premises also identified in the Agreement, and for the period of time set forth in the Agreement so long as the new Operator, to whom the Agreement is transferred or assigned, also meets the following requirements:

- a. The information submitted by the new Operator is and remains accurate and current. The new Operator shall have the affirmative duty to notify the Airport in writing within 10 business days of any change to the information submitted by Operator. The Airport Manager shall also have the right to obtain updated information throughout the duration of the transferred or assigned Operating Agreement for this purpose.
- b. The new Operator remains in full compliance with all applicable federal, state or local laws and regulatory requirements, and all terms and conditions of the Operating Agreement and, if applicable, the Lease or Sublease.

6. City Rights and Privileges Reserved

a. In addition to the following rights and privileges, the City reserves the rights and privileges outlined under federal grant obligations (or assurances) as such rights and privileges may be amended from time to time.

- (1) Nothing contained within the Airport's Minimum Standards shall be construed to limit the use of any area of the Airport by the Airport or to prevent any federal, state or local agency from acting in its official capacities.

- (2) The Airport reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- (3) The Airport (and its representatives, officers, directors, officials, employees, agents, servants, and volunteers, and members of the City Council) shall not be responsible for loss, injury, or damage to Persons or property at the Airport related in any way to any natural disaster, illegal conduct or negligence of others.
- (4) The Airport reserves the right to prohibit any Person from using the Airport or engaging in activities at the Airport (and/or the Airport may suspend and/or revoke any privileges granted to any Person) upon determination by the Airport that such Person has not complied with the Airport's Minimum Standards, applicable regulatory measures, directives issued by the Airport, or has otherwise jeopardized the safety or security of Persons utilizing the Airport or the land and/or Improvements located at the Airport.
- (5) During time of war or national emergency, all Agreements are subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States.
- (6) The Airport does not relinquish the right to take any action the Airport considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a Person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- (7) The City does not waive any sovereign, governmental, or other immunity to which the Airport may be entitled nor shall any provision of any Agreement or these Regulations be so construed.
- (8) Unless otherwise stated in a separate agreement, the Airport 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, Lessee, or Sublessee. The Airport is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development, or (b) provide matching funds to secure such funding.

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

7. Minimum Standards for Multiple Aeronautical Activities

The Airport Manager shall require each Operator to meet no less than the Minimum Standards set forth for each Commercial or Non-Commercial Aeronautical Activity in this Part 4. In the event an Operator seeks to engage in more than one Aeronautical Activity, the cumulative sum total of the Minimum Standards required for each Activity shall be required by the Airport Manager and set forth in the Operating Agreement.

Nevertheless, in order for Operators to meet the cumulative sum total of dimensional requirements in the Minimum Standards required for each Activity, the City shall have the discretion to permit shared use of public Ramp area at the Airport to meet ground space requirements or either shared use of common area Improvements or exclusive use of private or public Improvements to meet floor space requirements; provided however that said shared use of ground or Improvement space still reasonably meets the needs of the public, protects public safety and maintains the objective of the orderly, responsible development of the Airport. Floor space requirements may also be met based on use of Improvements that may not be located contiguously or within the same building. For example, leased hangar space may be combined with office space to meet floor space requirements.

In rendering a decision regarding any application of a Person or Operator to conduct Multiple Activities, the Airport Manager shall set forth in writing how the Standards and objectives of these Regulations shall be met as well as findings that support the conclusion. Said Minimum Standards that will be applied to the Operator for the multiple Activities shall be set forth in the Operating Agreement.

8. Non-Exclusive Operating Rights and Privileges/Subordination

Any operating rights and privileges granted to an Operator are non-exclusive, and the Airport reserves the right, in its sole discretion, to grant others operating rights and privileges at the Airport to provide services or conduct activities which are identical in part or in whole to those granted to the Operator.

Should these Minimum Standards now or in the future conflict with any state or federal laws, rules and regulations, including grant obligations (assurances) from the

City to the FAA, then these Minimum Standards shall be subordinate to those state and federal laws, rules and regulations.

B. COMMERCIAL AERONAUTICAL ACTIVITIES

The following Aeronautical Activities are the Commercial Activities permitted to be conducted on the Airport according to the specific Minimum Standards set forth below.

1. Aircraft Charter Services Operator (ACSO)

An Aircraft Charter Services Operator (ACSO) is a Commercial Operator providing Aircraft Charter services for the general public. This service includes that of Air Taxis or Helicopter Air Ambulance operations. See 14 CFR Part 135 or 14 CFR Part 125.

a. The ACSO shall lease an area of not less than 10,000 square feet of ground space to provide for the outside display of Aircraft and on which a building shall be erected, or an existing building used and occupied, that provides, at a minimum, a total of 3,000 square feet of floor space for use as a hangar for Operator's Based Aircraft inclusive of 1,000 square feet of floor space for office(s) and rest rooms for customers. The building used for office space shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for the activity conducted.

b. The ACSO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

c. The ACSO shall provide a paved walkway to accommodate pedestrian access to the Operator's office.

d. The ASCO shall provide not less than one (1) 2-seat Based Aircraft which must meet the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

e. The ASCO shall have a person available at the Airport (unless conducting a charter flight) or on call, during business hours, trained personnel in such numbers as to assure safe and efficient operations, but never less than at least one (1) pilot properly rated by the FAA to permit the flight activity offered by the Operator. The Operator must comply with FAR Part 135.

f. All Persons that own or are employed by an ASCO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

g. The ASCO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.

h. The ASCO shall be available to the general public at least eight (8) hours daily, five (5) days a week, in person at the office, by telephone or by email during such operating hours.

i. The ASCO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

## 2. Aircraft Management Services Operator (AMSO)

An Aircraft Management Services Operator (AMSO) is a Commercial Operator engaged in providing services to the public at the Airport relating to the management of Aircraft including but not limited to flight dispatch, flight crews, and coordination of Aircraft Maintenance.

a. The AMSO engaging in this Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of the AMSO as well as of all City-approved Sublessees. The AMSO shall lease an area of not less than 10,000 square feet of ground space on which a building shall be erected, or an existing building shall be used and occupied, to provide at least 1,000 square feet of floor space for office(s) and rest rooms for customers. The building shall be properly heated, ventilated and lighted and shall meet all building code and other regulatory requirements for the activity conducted.

b. Facilities shall include adequate space for a customer lounge and restrooms.

c. The requirements for an AMSO may be met through a written cooperative agreement with another Person, such agreement (and any amendments thereto) to be approved by the Airport prior to any AMSO activity taking place at the Airport.

d. In the event the AMSO also engages in Aircraft Maintenance and is also an Aircraft Owner or Aircraft Operator (by Lease or other Agreement), additional facilities (e.g., Hangar, office, shop, etc.) will be required that will be the same as if the AMSO is conducting Aircraft Maintenance on Aircraft owned or operated by others. All such Aircraft Maintenance shall be in accordance with all applicable federal, state and local laws, codes, ordinances, policies, rules and regulations, as amended, and with the conditions set forth in the written approval from the Airport Manager to function as an AMSO.

e. The AMSO shall be available at least eight (8) hours daily, five (5) days a week, in person at the office, by telephone or by email during such operating hours.

- f. The AMSO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.
- g. All Persons that own or are employed by an AMSO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.
- h. The AMSO shall be open and services shall be available to meet the reasonable demands of customers for this activity.
- i. The AMSO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.
- j. The AMSO shall provide a paved walkway to accommodate pedestrian access to the Operator's office and a paved Vehicle parking area.

3. Aircraft Manufacturing Operator (AMO)

An Aircraft Manufacturing Operator (AMO) is a Commercial Operator engaged in design, development and manufacturing of Aircraft, Aircraft parts, Aircraft accessories and related Aircraft components on the Airport.

a. The AMO shall lease adequate land and erect or use existing Improvements to accommodate all activities of the AMO and City-approved Sublessees. The land and building requirements shall be based on the contents of the AMO's application. Said building shall include customer/administrative, shop and Hangar areas. The building shall be properly heated, ventilated and lighted and shall meet all building code and other regulatory requirements for the activity conducted.

- (1) The customer/administrative area shall be a minimum of 500 square feet and shall include dedicated space for restrooms, Employee offices, work areas, and storage.
- (2) The shop area shall include dedicated space for Employees to manufacture parts or Aircraft, as applicable, as well as storage for Aircraft parts, accessories, related components, and Equipment.
- (3) The Hangar area shall be fully enclosed, able to accommodate the largest Aircraft or Aircraft component being manufactured.

b. The requirements of the Leased Premises may be met through a written cooperative agreement with another Person after approval of the proposed agreement by the Airport Manager and, if it requires a Lease or Sublease, or the amendment of either, the City Council.

c. The AMO shall have the Employees, Vehicles, Equipment, training manuals, supplies and availability of parts required to meet all regulatory requirements

to properly and safely design, develop and manufacture Aircraft, Aircraft parts, Aircraft accessories, and related Aircraft components.

d. An AMO shall be staffed by personnel who are on duty at least an annual average of three (3) days per week for eight hours per day and available by telephone or by email for the remaining days of each week.

e. All Persons that own or are employed by an AMO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

f. The AMO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.

g. The AMO shall employ a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of the AMO's activities.

h. The AMO, if it prefers to enter into contracts exclusive to certain individuals to staff certain activities or provide specific services, may do so provided that the AMO and the contract Employees meet or exceed all requirements of these Minimum Standards and comply with all regulatory requirements.

i. The AMO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

j. The AMO shall provide a paved walkway to accommodate pedestrian access to the Operator's office as well as a paved Vehicle parking area.

#### 4. Aircraft Painting Operator (APO)

An Aircraft Painting Operator (APO) is a Commercial Operator engaged in painting Aircraft that the Operator does not own, lease or operate.

a. The APO shall lease an area of not less than 10,000 square feet of ground space on which a building shall be erected, or an existing building shall be used and occupied, to provide at least 4,000 square feet of floor space for office(s) and rest rooms, plus a painting area for Aircraft segregated from the remaining portions of the building. The building shall be properly heated, ventilated and lighted and shall meet all building code and other regulatory requirements for the activity conducted.

b. The process of painting, stripping, or refinishing an Aircraft requires the use of various coatings, chemicals, and procedures that may be hazardous if proper precautions are not utilized to protect individuals. The APO shall ensure compliance with all regulations in effect regarding protection of persons from vapors and other hazards.



c. The APO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

d. The APO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

e. The APO shall provide a paved Apron within the Leased Premises to accommodate Aircraft awaiting painting, and/or delivery after painting.

f. The APO shall have in Operator's employ, and on duty during appropriate business hours, at least one (1) person knowledgeable and experienced in Aircraft painting.

g. All Persons that own or are employed by an APO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

h. The APO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.

i. The APO shall have the premises open at least forty (40) hours a week, and also provide for a person to be in attendance in the office during such operating hours.

j. The APO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

##### 5. Aircraft Rental Operator (ARO)

An Aircraft Rental Operator (ARO) is a Commercial Operator engaged in the rental of Aircraft to the public at the Airport.

a. The ARO shall lease an area of not less than 10,000 square feet of ground space to provide for the outside display of Aircraft and on which a building shall be erected, or an existing building used and occupied, that provides, at a minimum, a total of 3,000 square feet of floor space for use as a Hangar for Based Aircraft inclusive of 1,000 square feet of floor space for office(s) and rest rooms for customers. The building used for office space shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for the activity conducted.

b. The ARO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

c. The ARO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

d. The ARO shall have available for rental, either owned, or under the Operator's control, not less than one (1) properly certified and currently airworthy Based Aircraft at the Airport.

e. The ARO shall have on hand proper checklists and operating manuals for each and every Aircraft available for rental.

f. The ARO shall have on duty and/or available by telephone during business hours, as many qualified Aircraft Pilots (current and rated) as needed to demonstrate all the models being offered for rental, but never less than one (1) person with the proper certificates and ratings.

g. The ARO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.

h. The ARO shall be available to the general public at least eight (8) hours daily, in person at the office, by telephone or by email seven (7) days a week.

i. All Persons that own or are employed by an ARO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

j. The ARO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

#### 6. Aircraft Sales Operator (ASO)

An Aircraft Sales Operator (ASO) is a Commercial Operator engaged in the sale of Aircraft on the Airport. This term excludes an individual selling a personally-owned Aircraft unless the individual purchases the Aircraft for the primary purpose of resale. It also excludes the sale of Aircraft parts.

a. The ASO shall lease an area of not less than 10,000 square feet of ground space to provide for the outside display of Aircraft and on which a building shall be erected, or an existing building used and occupied, that provides, at a minimum, a total of 3,000 square feet of floor space for use as a Hangar inclusive of 1,000 square feet of floor space for office(s) and rest rooms for customers. The building used for office space shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for the activity conducted.

b. The ASO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate the Operator's customers and employees.

- c. The ASO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.
- d. A sales franchise or dealership agreement with an accredited Aircraft manufacturer must be obtained if the sale of new Aircraft is proposed.
- e. The ASO shall have current specifications and price lists for the types and models of Aircraft sold available to the general public.
- f. The ASO shall have on call and available by telephone or email during normal business hours, as many qualified Aircraft Pilots (current and rated) as needed to demonstrate all the models being offered for sale, but never less than one (1) individual with the proper certificates and ratings.
- g. The ASO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.
- h. The ASO shall be available to the general public by telephone or email eight (8) hours daily, five (5) days a week.
- i. All Persons that own or are employed by an ASO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.
- j. The ASO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

7. Aircraft Storage Services Operator (ASSO)

An Aircraft Storage Services Operator (ASSO) is a Commercial Operator that owns or leases Premises with Aircraft Parking and Storage Areas at the Airport and leases or subleases such space to Persons for the purpose of parking or storing Aircraft that the ASSO does not own or operate on or in such space. This category of activity includes the leasing or subleasing of privately-owned Hangars (but not condominiumized T-hangars) for Aircraft parking and storage to other Persons owning or operating the Aircraft or to Commercial Operators that engage in Aircraft storage services at the Airport.

- a. The ASSO shall be a Lessee with Premises having adequate ground space of at least 20,000 square feet and Improvements to accommodate all activities of the ASSO and City-approved Sublessee(s). Facilities on the Premises shall include fully enclosed Hangar space of a minimum of 5,000 square feet with office(s) and rest rooms for customers. The building shall be properly heated, ventilated and lighted and shall meet all building code and other regulatory requirements for the activity conducted.

b. The ASSO shall provide a paved Taxiway and Apron on the Leased Premises to accommodate movement from the Operator's facilities to the existing Airport Taxiway system. If reasonably available, area requirements may also, in the Airport Manager's sole discretion, be met with land area licensed to the Operator by the City.

c. The ASSO shall provide, up to the first ten (10) Aircraft spaces, at least one paved Vehicle parking space (outside of the Airport Security Area) for each such Aircraft parking space; and when there are more than ten Aircraft parking spaces, one paved Vehicle parking space for every two (2) Aircraft parking spaces in addition to providing a paved walkway to accommodate pedestrian access to the Aircraft storage area.

d. ASSOs shall have at least one Employee, or authorized designees, available for customer assistance during daytime business hours.

e. All Persons that own or are employed by an ASSO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

f. The ASSO shall ensure that its facilities are available for use (and readily accessible) to meet the reasonable demands of customer activity.

g. The ASSO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City. In addition to other insurance requirements required in a Lease or Sublease, ASSOs shall carry hangar-keepers insurance at an amount required by the City.

h. The ASSO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

#### 8. Avionics Instruments Services Operator (AISO)

An Avionics Instrument Services Operator (AISO) is a Commercial Operator on the Airport engaged in maintenance or alteration of one or more Aircraft radios or Aircraft instruments.

a. The AISO shall lease an area of not less than 10,000 square feet of ground space on which a building shall be erected, or an existing building used and occupied, that provides, at a minimum, a total of 4,000 square feet of floor space for use as a Hangar for Aircraft, to house all equipment and provide sufficient floor space for office(s) and rest rooms for customers. The building used for office space shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for the activity conducted.

b. The AISO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate the AISO's customers and employees.

c. The AISO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

d. The AISO shall have in Operator's employ, not less than one (1) person who is an FAA rated repair technician.

e. The AISO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.

f. The AISO shall have the premises open a minimum of forty (40) hours a week.

g. All Persons that own or are employed by an AISO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

h. The AISO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other waste in accordance with all regulatory requirements.

9. Fixed Base Operator (FBO)

A Fixed Base Operator (FBO) is a Commercial Operator with Leased Premises that is required to offer a wide range of essential Aviation products and services including the renting or subleasing of Aviation facilities. Only an FBO is authorized to conduct the Commercial Aeronautical Activity of Fuel Sales and Ramp Service, which is an essential Aviation service at the Airport, and the requirements to conduct Fuel Sales and Ramp Services are described only within this FBO section.

Notwithstanding the typical hours of operation for single-service operators, the FBO shall provide the required FBO services at the Airport not less than all times that the ATC tower is open, three hundred sixty-five (365) days each year, except when the ATC tower is shut down due to weather. A reduction in required hours of operation may be available on a holiday on a case-by-case basis, depending upon the circumstances, if the FBO obtains advance written approval by the Airport Manager for that reduction.

a. Required Services of FBO

The FBO is required at a minimum to provide during all hours the ATC tower is open, and shall be engaged in, all of the following Commercial Aeronautical Activities at the Airport for the benefit of the general public:

- (1) Sale of Aviation Fuels (Jet fuel and Avgas) and Aircraft lubricants (see Fuel Sales and Ramp Service Standards further below);
- (2) Aircraft ground service, support and amenities, including meeting, directing and parking all Aircraft arriving on Operator's Leased Premises or Licensed Property, Aircraft towing, Aircraft de-icing services, Aircraft ground power service, lavatory services, potable water services, basic Aircraft interior cleaning services, and oxygen, nitrogen, and compressed air services (see Fuel Sales and Ramp Service Standards below);
- (3) Escort services to all Aircraft, passengers and vehicles with its authorized personnel and/or vehicles on the Airport Operations Area.
- (4) Aircraft removal services, including removal of disabled Aircraft (see Fuel Sales and Ramp Service Standards below);
- (5) Provision of Aircraft storage services, including provision of fully-enclosed Hangars or Tie-down facilities for Transient or Based Aircraft under the Standards for an Aircraft Storage Services Operator (ASSO);
- (6) Aircraft maintenance services for both Transient or Based Aircraft using properly licensed and qualified maintenance technicians, Hangar and office space under the Standards for a Fixed Maintenance Service Operator (FMSO);
- (7) Erection of a building or use and occupancy of an existing building for the provision of crew and passenger facilities and services for their convenience with the same building area required for a Flight Training Operator, including a pilot lounge area, public restrooms, conference room, informational services, courtesy transportation for crew and passengers and their baggage, baggage handling and other related Aircraft arrival and departure services, and the ability to make crew and passenger ground transportation, accommodation and catering arrangements; and
- (8) Sale of Aircraft engine parts, instruments and accessories under the Standards for Fixed Maintenance Service Operator (FMSO).

b. Minimum Standards for Required Activities of the FBO

When conducting the above required FBO activities, the following Minimum Standards shall apply:

(1) At a minimum, the FBO shall lease ground space at least equal to the largest of the minimum square footage requirements listed in Part 4 for all required Aeronautical Activities to be conducted. If reasonably available, ground space requirements may also, in the Airport Manager's sole discretion, be met with land area licensed to the Operator by the City. A building shall be built on the leased area, or an existing building used and occupied, that shall meet at least the largest of the minimum floor area requirements listed in Part 4 for all required Aeronautical Activities to be conducted. For example, if the ground space required for one required activity (such as the ASSO) is 20,000 square feet and for another required activity (such as the FMSO) is 15,000 square feet, a minimum of at least 20,000 square feet of ground space will be required to operate as an FBO. Similarly, if the building floor area required for one required activity (such as the ASSO) is 5,000 square feet and for a second required activity (such as the FMSO) is also 5,000 square feet, the required minimum floor area will be at least a total of 5,000 square feet. The building shall also include floor space for office(s) and rest rooms, which shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for each activity conducted.

(2) The FBO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

(3) The FBO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

(4) The FBO shall provide a paved Aircraft Apron within the Leased Premises or Licensed Property (if available and granted by the City) to accommodate the functions of the different services offered.

(5) The FBO shall provide Aircraft arrival and departure guidance on the Ramp, and Tie-down facilities and equipment including ropes, chains, wheel chocks, and other restraining devices.

(6) The FBO shall have at least one functional and authorized escort Ground Vehicle to operate within the Airport Operations Area for pick-up or discharge of passengers, baggage or air cargo.

(7) The FBO shall provide towing equipment adequate to move Aircraft up to 130,000 pounds gross takeoff weight.

(8) The FBO shall have in Operator's employ, and on duty during appropriate business hours, trained personnel in such numbers as are required to safely and efficiently provide assistance for each Aeronautical Activity. Multiple responsibilities may be assigned to individual(s) to meet personnel requirements for each Aeronautical Activity offered.

(9) The FBO may retain subcontractors to fulfill some of the requirements set forth herein; nevertheless, any subcontractor must have a written agreement with the FBO that is approved in writing by the Airport Manager in advance of any subcontractor activity at the Airport. The subcontractor shall meet no less than the same level of qualifications required of the FBO for the applicable activity, including but not limited to maintenance of applicable insurance policies and compliance with regulatory requirements or certifications to the satisfaction of the Airport Manager.

(10) All Persons that own or are employed by an FBO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

(11) The FBO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement with the City. At a minimum, the FBO shall procure and maintain all types of insurance required for each activity and coverage in amounts at least equal to the required minimums for each type of Aeronautical Activity, or as otherwise required by the Airport, due to the FBO's activities on the Airport.

(12) The FBO shall provide services at the Airport not less than all times the ATC tower is open, three hundred sixty-five (365) days each year, except when shut down due to weather. The FBO shall provide for an individual to be in attendance in the office during all operating hours.

(13) The FBO shall provide for the sanitary disposal, away from the airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, or other wastes in accordance with all regulatory requirements.

(14) The FBO shall provide the Aeronautical Activity of offering **Fuel Sales and Ramp Service** under the following Standards:

*c. Fuel Sales and Ramp Service/Fuel Flowage Fee*

(1) The FBO shall lease an area of not less than 20,000 square feet of ground space on which a building shall be erected, or an existing building used and occupied, to provide at least 2,000 square feet of floor space for office(s), a customer lounge and rest rooms. The building shall be properly heated, ventilated and lighted and shall meet all building code and other regulatory requirements for the activity conducted.



- (2) The FBO shall provide at least two (2) 10,000 gallon Fuel storage tanks at the Airport and maintain an adequate supply, if applicable, of Avgas and jet Fuel. The FBO shall provide at least two (2) metered, filter equipped dispensers, fixed or mobile, for dispensing required grades of fuel. Separate dispensing pumps and meters are required for each grade.
- (3) The FBO shall provide such minor services as can be performed without an FAA mechanic rating certificate. Such services include washing Aircraft and its windows and Aircraft towing.
- (4) In conducting refueling operations, every FBO shall use adequate bonding and grounding procedures at fueling locations and shall provide fire extinguishers approved by the National Fire Protection Association of such types and in such numbers as are associated with the hazards involved in fueling and servicing Aircraft.
- (5) The FBO shall have in Operator's employ, and on duty during appropriate business hours, trained personnel in such numbers that operations are carried out in the safest and most efficient manner. Personnel shall have training in operating the firefighting equipment mentioned above.
- (6) On or before the last calendar day of the month subsequent to the month when the FBO purchased Fuel (either Avgas and/or Jet Fuel), the FBO shall pay a monthly Fuel Flowage Fee to the Airport based on the Net Gallons of Fuel, by Fuel type, delivered to the FBO, which fee will be paid and reported to the Airport in the manner and method set forth in the Operating Agreement. Said Fee shall be in the amount established by these Regulations. On the same day the Fuel Flowage Fee is paid, the FBO shall also provide the Airport with copies of all fuel supplier delivery receipts each month documenting the Net Gallons delivered to the FBO. The FBO shall maintain such delivery receipts and other records required by the Operating Agreement for not less than three (3) years.
- (7) The FBO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, or other waste in accordance with all regulatory requirements.

*d. Additional Permissible Services by FBO*

In addition to the above Required Services, the FBO may engage in other Commercial Aeronautical Activities described in Part 4 of these Regulations subject to the prior approval of the City under the terms and conditions described above for Multiple Activities, Part 4, Section A(7). In such case, the FBO and City shall enter into an Operating Agreement that explicitly authorizes additional Multiple Activities beyond those required above.

10. Fixed Maintenance Service Operator (FMSO)

A Fixed Maintenance Service Operator (FMSO) is a Commercial Operator that is engaged in providing Aircraft Maintenance, parts, accessories and related components for Aircraft other than those owned, leased and/or operated by the FMSO on the Airport.

a. The FMSO shall lease an area of not less than 15,000 square feet of ground space on which a building shall be erected, or an existing building used and occupied, to provide at least 5,000 square feet of floor space for Aircraft airframe and power plant repair, including sufficient Hangar space to provide housing for any Aircraft being serviced, offices and rest rooms, all meeting federal, State and local industrial building code requirements. The building shall be properly heated, ventilated and lighted and shall meet all building code and other regulatory requirements for the activity conducted.

b. The FMSO shall maintain and operate an aircraft maintenance facility utilizing properly FAA licensed aircraft mechanics on the Leased Premises.

c. The FMSO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

d. The FMSO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

e. The FMSO shall provide a paved Apron within the Leased Premises (or Licensed Property, if available and granted by the City) to accommodate Aircraft awaiting repair or maintenance, and/or delivery after completed repairs.

f. The FMSO shall have in Operator's employ, and on duty at the Airport eight (8) hours daily, five days each week, during normal business hours, trained personnel in such numbers as are required for efficient service, but never less than one (1) individual that is an Airframe and Power Plant Mechanic certified by the FAA who also holds an Aircraft inspection rating from the FAA.

g. All Persons that own or are employed by an FMSO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

h. The FMSO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement(s) with the City.

i. The FMSO shall have the premises open eight (8) hours daily, five (5) days a week, and also provide for an individual to be in attendance in the office hours during operating hours.

j. The FMSO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including, but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

11. Flight Training Operator (FTO)

A Flight Training Operator (FTO) is a Commercial Operator engaged in providing Flight Training to the general public.

a. The FTO shall lease an area of not less than 10,000 square feet of ground space on which a building shall be erected, or an existing building used and occupied, that provides, at a minimum, a total of 3,000 square feet of floor space for use as a Hangar for Based Aircraft and all equipment as well as at least 1,000 square feet of floor space for office(s), classroom(s) and rest rooms for customers. The building used for office space shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for the activity conducted.

b. The FTO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

c. The FTO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

d. The FTO shall have available for flight instruction not less than one (1) properly certified Based Aircraft, at least one (1) of which must be equipped for instrument flight instruction.

e. The FTO shall have in Operator's employ at least one full-time flight instructor who is properly and currently certified by the FAA to provide the type of training offered. At least one of these instructors shall be qualified to provide instrument flight instruction.

f. The FTO shall have in Operator's employ, available during business hours, as many qualified pilots (current and rated) as needed to provide all aspects of flight instruction, but never less than one (1) individual with the proper certificates and ratings.

g. All Persons that own or are employed by an FTO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

h. The FTO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement with the City.

i. The FTO shall be available to the general public in person, by telephone or email eight (8) hours per day, five (5) days a week during such operating hours.

j. The FTO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, and other wastes in accordance with all regulatory requirements.

12. Specialized Commercial Service Operator (SCSO)

A Specialized Commercial Service Operator (SCSO) is a Commercial Operator that engages in miscellaneous Commercial Aeronautical Activities such as being an Aircraft Operator for hire for purposes of aerial photography, banner towing and the like.

a. The SCSO may provide the following Aeronautical Activities for compensation and hire:

- Nonstop aerial sightseeing that begins and ends at the Airport.
- Agriculture application - crop dusting, seeding and spraying.
- Banner towing and advertising.
- Aerial photography or survey.
- Fire-fighting.
- Power line or pipeline patrol.
- Any other operations specifically excluded from FAR Part 135.

b. The SCSO shall lease an area of not less than 10,000 square feet of ground space on which a building shall be erected, or an existing building used and occupied, that provides, at a minimum, a total of 3,000 square feet of floor space for use as a Hangar for Based Aircraft and all equipment as well as at least 1,000 square feet of floor space for office(s) and rest rooms for customers. The building used for office space shall be properly heated, ventilated and lighted and shall comply with all building code and other regulatory requirements for the activity conducted.

c. The SCSO shall provide a paved Vehicle parking area within the Leased Premises (outside of the Airport Security Area) to accommodate Operator's customers and employees.

d. The SCSO shall provide a paved walkway within the Leased Premises to accommodate pedestrian access to the Operator's office.

e. The SCSO engaged in crop dusting, aerial application or other Commercial use of chemicals shall provide a centrally-located drained, paved area (of not less than 5,000 feet) for Aircraft loading and unloading, washing and servicing. The SCSO shall provide for the safe storage and containment of noxious chemical materials, the location of which shall be prescribed by the Airport Manager, which will provide the greatest protection of the public. The SCSO shall also provide adequate ground Equipment for the safe handling and loading of dusting materials. The SCSO shall

maintain, so long as the SCSO is offering such services, a valid permit for the aerial application of chemicals issued by the New Hampshire Department of Transportation, Division of Aeronautics. The SCSO shall also comply with all requirements of the New Hampshire Department of Environmental Services or other government agencies to conduct such activities.

f. The SCSO shall provide not less than one (1) Based Aircraft which will be airworthy, meeting all the requirements of the FAA and of the State of New Hampshire for the types of operations to be performed.

g. The SCSO shall have in Operator's employ, and on duty during business hours, trained personnel in such numbers to assure safe and efficient operations, but never less than one (1) person properly certified by the FAA to perform the work offered by the Operator.

h. All Persons that own or are employed by an SCSO shall wear their Airport-issued Access Passes whenever inside the Security Area of the Airport.

i. The SCSO shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement with the City.

j. The SCSO must provide, by means of an office or telephone number, a point of contact for members of the public to communicate with the SCSO and utilize the Operator's service.

k. The SCSO shall provide for the sanitary disposal, away from the Airport, of all trash, waste, and other materials including but not limited to, used oil, solvents, or other wastes in accordance with all regulatory requirements.

### 13. Transient Aviation Services Operator (TASO)

A Transient Aviation Services Operator (TASO) is a Commercial Operator that does not have a Lease or Sublease on the Airport that conducts or engages in business activities based primarily off-Airport but authorized by Agreement with the City to provide transient services at the Airport. Such services may include but not be limited to flight instruction, aerial photography, Aircraft Maintenance and repairs, as well as the sale of parts, accessories and related components to Based Aircraft or Transient Aircraft on the Airport. Persons providing transient services for the benefit of fractionally-owned Aircraft on the Airport are included in this category of Activity.

#### *a. Airport Permit Required Prior to Services Being Performed*

(1) A TASO may conduct Commercial Activity on the Airport only after receiving written authorization in the form of a permit from the Airport Manager to do

so. If a permit is issued by the Airport Manager authorizing the Commercial Activity, it will be issued to last for a specific period of time applicable to the activity or service intended to be performed.

It is the responsibility of all Aircraft Owners, Private Aircraft Operators of Based or Transient Aircraft, or Commercial or Non-Commercial Operators conducting Aeronautical Activities including storage of Aircraft, to notify all TASOs of the requirement to obtain a permit from the Airport Manager prior to any services or work being performed at the Airport. These same Owners and Operators also have the responsibility to ensure that any TASO engaging in performing services on the Airport for them or on their behalf has obtained the required permit prior to any work being performed on the Airport.

(2) Application Required: The TASO must submit an application for a permit to the Airport Manager or to the Airport Manager's authorized agent. The Airport Manager or said agent shall provide applications for TASO permits to any Persons upon request.

In the event an emergency arises outside of normal business hours for the Airport Manager's Office and a TASO is needed to perform services before the Airport has re-opened, all Aircraft Owners, Private Aircraft Operators of Based or Transient Aircraft, or Commercial or Non-Commercial Operators shall submit all information required of the TASO in an application for a permit to the Airport Manager or to the Airport Manager's authorized agent. When such services are needed outside of normal business hours, the TASO shall certify in the application that it already has, in existence then, the required insurance and shall, within two business days thereafter, present certificates of insurance with endorsements naming the City as additional insured to the Airport Manager or authorized agent.

(3) If the application is approved after review of the application materials, the Airport Manager or the Airport Manager's Authorized Agent will issue a permit within one (1) business day to the TASO with any conditions or restrictions. In the event the application is denied, a written response will be issued by the Airport Manager to the TASO. All such decisions shall be in the sole discretion of the Airport Manager based on the best interest of the Airport and its objectives, including public safety, but approval shall not be unreasonably withheld. In the event the TASO has not supplied all information required, the Airport Manager shall disapprove the application.

(4) It shall be a condition of approval by the Airport Manager or the Airport Manager's Authorized Agent that the TASO pays any fees, and obtains any approvals or other permits, that the Airport requires under its written rules or policies. In addition, certificates of insurance from the TASO, with endorsements naming the City as additional insured, shall be required from the TASO evidencing coverage of commercial or aviation liability insurance the Airport shall require for the provision of any services on the Airport. In the event a TASO fails to perform the Aviation services

consistent with the Airport's requirements and/or the Aircraft Owner, Private Aircraft Operator or other Operators on the Airport permits a TASO to do so, the Airport may deny access to the TASO to the Airport in the future until all such requirements are met.

(5) A TASO shall not solicit business directly from any Aircraft Owner or Operator of Based or Transient Aircraft at the Airport at any time.

(6) Air Carrier Employees or Persons under exclusive contract to provide Aircraft Maintenance services solely to an Air Carrier are not required to obtain a permit from the Airport Manager if providing Airframe and Power Plant Repair and Aircraft Maintenance services, Fixed Base Operator services or TASO services, provided that they do not offer or provide their services to other Aircraft Owners or Operators of non-Air Carrier Aircraft at the Airport.

*b. Minimum Standards for TASOs*

(1) **Copies of permits:** All TASOs shall keep copies of permits issued by the Airport Manager authorizing the provision of services with them at all times while performing work on the Airport. The TASO will provide the permit to the Airport upon request.

(2) **Work product:** All TASO activities must be performed in compliance with all licenses, permits, certifications and ratings required by federal, state and local laws and regulations.

(3) **Compliance:** A TASO shall comply with the terms of these Rules and Regulations.

(4) **Vehicles and Equipment:** A TASO shall have the Vehicles, Equipment, training manuals, supplies and availability of parts to provide good quality, prompt, efficient, and reasonable Aeronautical services that comply with certifications issued for such services and to properly operate or service all Aircraft.

(5) **Insurance:** The TASO shall obtain or maintain insurance, the types and amounts to be required, along with endorsements naming the City of Lebanon as additional insured, as determined and set forth by the Airport Manager based on the minimum required insurance for each type of Aeronautical Activity being conducted by the TASO.

(6) **Fees:** The TASO shall pay all required Fees to the City prior to providing services, through the Airport Manager's Office or through an authorized agent, as set forth in these Regulations. See Part 5. Failure to pay the Fees shall be grounds for the Airport Manager to deny a TASO access to the Airport for future services.

## C. NON-COMMERCIAL OPERATORS

Any Person engaged in offering Non-Commercial services shall comply with the following Minimum Standards:

### 1. Permitted Activities

A Non-Commercial Operator may undertake the following activities after obtaining an Operating Agreement with the City.

- a. The parking of any Aircraft owned, leased, or operated by a Non-Commercial Operator on Leased Premises at the Airport that is necessary for the conduct of City-authorized Non-Commercial Activities.
- b. Self-Fueling of Aircraft owned or operated by Persons as set forth above in Part 3.
- c. Use of the Airport for purposes of Non-Commercial landings, takeoffs, and Taxiing.
- d. The requisition, sale, or disposal of any Aircraft engines, motors, instruments, devices, supplies, and accessories of any Aircraft owned, leased, or operated by the Non-Commercial Operator on the Airport.
- e. The construction, location, erection, maintenance and removal of Improvements on Leased Premises (including Hangars, shops, and related office space) in any lawful manner for the purpose of carrying out Non-Commercial activities.

### 2. Prohibited Activities

- a. The rights and privileges granted in Operating Agreements to Non-Commercial Operators are expressly limited to Non-Commercial Aeronautical Activities, as defined above. These rights and privileges specifically exclude any Commercial Activity of any type or kind whatsoever, including but not limited to the sale or exchange of Aviation services, the sale of Equipment or supplies, or the sale or exchange of Aircraft Maintenance services.
- b. A Non-Commercial Operator shall not be permitted to acquire, store or dispense Fuel in connection with the operation of Aircraft other than the Aircraft owned, leased, or otherwise operated by the Non-Commercial Operator.



### 3. Flying Clubs

A Flying Club is a legally-formed entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with Aircraft for their Non-Commercial personal use and enjoyment only.

In an effort to foster and promote flying for pleasure, developing aeronautical skills including pilotage and navigation, and an awareness and appreciation of Aviation requirements and techniques, Flying Clubs are welcome at the Airport. All Flying Clubs with Based Aircraft and seeking to operate at the Airport must comply with the following provisions:

- a. The Flying Club must be a legally-recognized non-profit New Hampshire corporation, partnership or association in good standing with the N.H. Secretary of State's office.
- b. Ownership of the Flying Club's Aircraft must be vested in the name of the Flying Club or owned by each member of the Flying Club.
- c. The Flying Club shall obtain an Operating Agreement with the City and comply with the terms of said Agreement, including obtaining insurance and indemnifying the City for all activities of the Club.
- d. Each member of the Flying Club must also be a member of the corporation, partnership or association that is operating the Flying Club.
- e. The property rights of the members of the Club shall be equal, and no part of the net earnings of the Club will inure to the benefit of any individual in any form, including salaries, bonuses, etc.
- f. The Flying Club may not realize a profit from the operation, maintenance, or replacement of its Aircraft. It may only derive revenue in the amount needed for the operation, maintenance and replacement of its Aircraft.
- g. The Aircraft owned by the Flying Club may not be used by any other Persons than bona fide members of the Club and by no one for Commercial Activities.
- h. The Flying Club and its members are prohibited from leasing or selling any goods or services whatsoever to any Person other than to a member of such Club at the Airport, except that the Club may sell or exchange its capital equipment.
- i. The Flying Club may permit its Aircraft to be used for Flight Training only so long as both the flight instructor and the person receiving the instruction are both members of the Flying Club that owns the Aircraft, or when the flight instruction is given by a Lessee of Airport Leased Premises and the person receiving the instruction is a member of the Flying Club. In either circumstances, a flight instructor may receive

monetary compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues or flight time concurrently.

j. The Flying Club shall not hold itself out to the public as a Fixed Base Operator, a specialized aviation service operation, maintenance facility or a flight school. It is prohibited from advertising itself as such. The Flying Club may not offer or conduct Charter, Air Taxi, or Aircraft Rental Operations.

k. The Flying Club shall not indicate in any form of marketing and/or communications with the public that it is a flight school nor that it is an organization that can help people learn to fly.

l. The Flying Club shall file with the Airport Manager a copy of its by-laws, articles of incorporation, partnership agreement, tax returns, evidence of insurance coverage, or other documents at the request of the Airport Manager; a complete and current list of the Flying Club's membership including names and addresses of officers and directors; and evidence that the Flying Club's Aircraft is owned or leased by the Flying Club. The books and other records of the Flying Club shall be available for review at any reasonable time by the Airport Manager or his/her designee.

m. Any qualified and properly-licensed mechanic who is also a registered member and part owner of the Aircraft owned and operated by the Flying Club may perform maintenance work on the Aircraft owned by the Club only to the limit of that mechanic's licenses. A mechanic so qualified may receive either monetary compensation for such maintenance work or may be compensated by credit against the payment of dues or flight time (such as waived or discounted dues or flight time) but not both forms of compensation concurrently.

n. The Flying Club shall comply with all federal, state, and local laws, ordinances, regulations and the rules and regulations of the Airport.

o. The Flying Club shall maintain insurance, the types and amounts to be determined in the Lease and/or Operating Agreement with the City in an amount equal to the Minimum Standard required for an FTO herein.

p. Any Flying Club that violates these requirements, or permits one or more of its members to do so, may be required to terminate all operations as a Flying Club at the Airport.

## **PART 5 - FEES AND AERONAUTICAL FUND**

The Rules and Regulations relating to the Fees due to the Airport based on the use and occupancy of the Airport by any Persons and/or the operation of Aircraft are

below. All Fees are intended to help defray the City's costs of sponsoring, owning, administering and maintaining the Airport for the benefit of the general public.

A. FEES

The Airport Manager is authorized to collect the following fees from Persons that use the Airport in the amounts that are in accordance with the Fee Schedule attached to these Regulations as Exhibit 1. The Fee Schedule at Exhibit 1 may be amended from time to time, which may occur either alone or at the same time as other amendments are made to these Regulations, within the sole discretion of the Lebanon City Council after appropriate notice to the public and a public hearing.

1. Aircraft Landing Fees

All Aircraft Owners or Aircraft Operators of Transient Aircraft utilizing the Airport shall pay Landing Fees after landing at the Airport. Such Owners or Operators must present documentation or other evidence that they have an agreement from the City or from a Lessee of the City, in effect at the time they land their Aircraft that permits them to store or park their Aircraft at the Airport for at least six (6) consecutive months, to avoid a Landing Fee.

2. Commercial Vehicle Fees

All owners or operators of Commercial Vehicles utilizing the Airport shall pay annual Permit Fees. The Permit Year for which the Permit Fees apply begins on August 1 and ends on July 31 each calendar year.

3. Car Rental Agency and User Fees

All car rental agencies utilizing the Airport shall pay the following:

- a. On-Airport car rental agencies shall pay a monthly Airport Rental Fee of a percentage of the total customer car rental charges.
- b. Off-Airport car rental agencies shall pay a monthly user fee which is a percentage of the total customer car rental charges.

See Chapter 8 of the City Code for a further description.

4. Licensed Property Fees/Permit Fees

All Operators engaged in Aeronautical Activities shall pay the following in accordance with the Fee Schedule at Exhibit 1:

- a. Commercial Operators or Lessees using Licensed Property of City: Monthly license fees for the City's grant of a license permitting the private use and occupancy of ramps for a Commercial Activity for extended periods of time at the Airport.
  - b. Transient Aviation Services Operators: A Permit Fee per occurrence of Aircraft use or per occurrence for either a repair or service of an Aircraft. An occurrence is defined as a single use, repair or service of an individual Aircraft. In the case of flight training conducted by a TASO, a Permit Fee shall be required for each Aircraft utilized during flight lessons during each 30-calendar-day period of time (with days counted consecutively).
  - c. Non-Commercial Operators with Leases – None.
5. Self-Fueling Fuel Flowage Fees

Under Part 3, Section 3 addressing Self-Fueling activity, all Commercial or Non-Commercial Operators, Aircraft Owners or Aircraft Operators are required to pay a Fuel Flowage Fee per Net Gallon of all Fuel delivered to the Airport by said Operator for use in Aircraft the Operator owns or operates.

Such Fees are due to the Airport on or before the last calendar day of the month subsequent to the month when the Fuel (either Avgas and/or Jet Fuel) was purchased and delivered to the Airport.

When the Fee is paid to the Airport, the purchaser of such Fuel shall also provide the Airport with copies of all Fuel receipts documenting the Net Gallons purchased and delivered during the preceding month.

The Fuel Flowage Fee that is not paid on a timely basis shall be assessed interest by the Airport on the unpaid balance due to the Airport at a rate of one and a half percent (1-1/2%) per month (18% per annum) from the date the Fee was due until the date the Fee is paid.

By virtue of purchasing Fuel and engaging in Self-Fueling activity, all Commercial or Non-Commercial Operators, Aircraft Owners or Aircraft Operators are deemed to have given their consent for the City to obtain copies of sales receipts directly from all off-Airport aviation fuel suppliers in order to audit compliance and/or enforce collection of this Fee.

## B. AERONAUTICAL FUND

All Fees collected by the Airport Manager shall be deposited in the Aeronautical Fund as described in Chapter 8 of the City Code.

## PART 6 - APPEALS AND PENALTIES

### A. REMOVAL OR EXCLUSION FROM THE AIRPORT

Any Person in violation of these Rules and Regulations or refusing to comply with these Regulations may be promptly removed or ejected from the Airport and may be deprived of further use of the Airport and its facilities for such period of time as may be specified by the Airport Manager.

Failure or refusal of any Person with an Operating Agreement, Permit, or a Lease or Sublease to comply with these Regulations shall be a default of such Agreements and grounds for termination of the same.

### B. APPEAL TO THE CITY MANAGER

Any Person aggrieved with the decision of the Airport Manager may appeal to the City Manager, who shall grant a hearing as soon as it can be conveniently arranged for all parties. Any Person so appearing, as well as the City, may be represented by legal counsel and present witnesses and any other evidence, written or oral. All decisions of the City Manager are final.

### C. CRIMINAL PENALTIES

If any Person fails, neglects or refuses to comply with the provisions of these Regulations, then a summons may be issued to him to appear in court to answer to the charges of violating these Regulations.

Any Person found by a court to be guilty of a violation of these Regulations may be required to comply with the penalties provided under the applicable federal, state or local regulations, depending upon whether the violation constitutes a violation of federal or state law, or the provisions of these Regulations.

Noncompliance with federal regulations may be a violation of state law, thereby enabling state or local law enforcement agencies to enforce the laws regulating the operation of Aircraft. Persons found guilty of violating federal laws or regulations may be subject to criminal penalties pursuant to 49 U.S.C. Section 1472. Persons found guilty of violating any provisions of the state law may be subject to the criminal penalties

provided for under RSA Chapter 422. Any person found guilty of violating any provisions of these Regulations not covered by federal or state law may be guilty of a violation.

To the extent that any activity, conduct or behavior contrary to these Regulations constitutes a criminal violation of the laws of the State of New Hampshire, the Lebanon Police Department shall take such enforcement action as may be necessary and proper.

## **PART 7 - AMENDMENT OF RULES AND REGULATIONS**

### **A. AMENDMENTS**

These Regulations may only be repealed and/or amended by the City Council as provided in Chapters 8 and 115 of the Lebanon City Code.

### **B. SEVERABILITY**

These Regulations and the various parts, sections, subsections and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, subsection, or clause is adjudged unconstitutional or invalid, it is hereby provided that the remainder of the Regulations shall not be affected thereby.

## EXHIBIT #1 – FEE SCHEDULE

### 1. Aircraft Landing Fees Applicable to All Transient Aircraft

Type of Aircraft (maximum take-off weight)	Fee
Single-Engine/Commercial	\$0
Light Twin Engine	\$12.00
Turboprops (< 9,001 Pounds)	\$30.00
Turboprops (9,001 - 27,000 Pounds) (SE)	\$60.00
Turboprops (9,001 - 27,000 Pounds) (ME)	\$60.00
Turboprops (> 27,000 Pounds)	\$100.00
Jet (Very Light Jets - VLJs)	\$60.00
Jet (9,001 - 27,000 Pounds)	\$150.00
Jet (27,001 - 60,000 Pounds)	\$175.00
Jet (> 60,000 Pounds)	\$200.00
Jet (Airline Category)	\$250.00
All Piston Helicopters	\$12.00
All Turbine Helicopters	\$18.00

### 2. Commercial Vehicle Fees

- a. \$25.00 per Permit Year for each Taxi (including limousines and other vehicles for hire)
- b. \$25.00 per Permit Year for each Shuttle Vehicle or Cargo/Freight Operator

3. Car Rental Agency and User Fees

- a. On-Airport car rental agencies shall pay an Airport Rental Fee of 10% of the total customer car rental charges.
- b. Off-Airport car rental agencies shall pay a user fee of 10% of the total customer car rental charges.

4. Licensed Property Fees/Permit Fees

- a. Commercial Operators using Licensed Property of City: Monthly license fees in the amount of either (i) 10% of the fees charged by Commercial Operators for services rendered on the Licensed Property at the Airport or (ii) an amount equal to the rental rate per square foot being paid by Commercial Operators for ground leases at the Airport applied to each square foot of Licensed Property, whichever amount is greater.
- b. Transient Commercial Operators: A fee applied on a per occurrence basis for each single use of Aircraft, or each single repair or single service to an individual Aircraft, based on the Aircraft's type of engine:

Piston Engine: \$250 per occurrence

Turbo Prop Engine: \$500 per occurrence

Turbine Engine: \$750 per occurrence

In the case of a TASO providing flight training, the fee shall be based on the type of engine of each Aircraft utilized for flight lessons during each 30-calendar-day period of time.

- d. Non-Commercial Operators with Leases - None

5. Fuel Flowage Fees

The Fuel Flowage Fee shall be \$0.08 per Net Gallon of all Fuel.