

CITY OF PORTLAND, MAINE

DEPARTMENT OF AVIATION



MINIMUM STANDARDS FOR
COMMERCIAL AERONAUTICAL ACTIVITIES
AT THE
PORTLAND INTERNATIONAL JETPORT



April 25, 2012

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1. INTRODUCTION**1.1. Purpose and Scope**

- 1.1.1. The purpose of these Minimum Standards is to encourage and ensure the provision of high quality products, services, and facilities; the economic health of; and the orderly development of General Aviation and related Aeronautical Activities at the Jetport
- 1.1.2. The following sections set forth the minimum standards for an Entity desirous of engaging in one or more Activities at the Jetport. It is significant to note that these Minimum Standards are not intended to be all-inclusive.
- 1.1.3. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum" except where a "maximum" is clearly identified. Determination of what constitutes an acceptable "minimum" and whether or not Operator is in compliance with a standard shall be at the sole and exclusive discretion of the City. All Operators are encouraged to exceed the "minimums". No Operator shall occupy land and/or improvements and/or engage in Activities at the Jetport under conditions less than the "minimum."
- 1.1.4. Aeronautical Activities may exist which are too varied to reasonably permit the establishment of specific minimum standards for each Activity. When specific Activities are proposed that do not fall within the categories in these Minimum Standards, appropriate minimum standards shall be developed on a case-by-case basis and incorporated into any Agreement/Permit relating to the occupancy/use of Jetport land and/or improvements, taking into consideration the desires of the Operator, the Jetport, and the public interest in and/or demand for such Activities at the Jetport.
- 1.1.5. Specialized Aviation Service Operators (SASO) are encouraged to be Sublessees of Fixed Base Operators (FBO); however, if suitable land and/or improvements are not available or cannot be secured from an FBO, SASOs may sublease improvements from another SASO, lease land from the City and request in writing to the City to construct improvements on such land in the areas designated by the City, or lease improvements from the City.

1.2. Applicability

- 1.2.1. These Minimum Standards shall apply to any new Agreement/Permit or any extension of the term of an existing Agreement/Permit relating to the occupancy or use of Jetport land or improvements for Aeronautical Activities. If an Entity desires, under the terms of an existing Agreement/Permit, to materially change its Aeronautical Activities, the City shall, as a condition of its approval of such change, require the Entity to comply with these Minimum Standards.
- 1.2.2. These Minimum Standards are not retroactive and do not affect the term or authorized extension of the term of any Agreement/Permit properly executed prior to the date of adoption and approval of these Minimum Standards, unless provided for in the Agreement/Permit, in which case these Minimum Standards shall apply to the extent permitted by such Agreement/Permit.
- 1.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement/Permit under which an Entity is required to exceed these Minimum Standards, nor shall they prohibit the City from entering into and enforcing an Agreement/Permit that requires an Entity to exceed these Minimum

Standards.

2. GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Jetport shall comply with the requirements of this section plus the minimum standards for each specific Activity, as set forth in subsequent sections.

2.1. Experience/Capability

- 2.1.1. Operator shall, in the sole judgment of the City, demonstrate the capability of providing comparable products, services, and facilities and engaging in comparable Activities in a good and workmanlike manner.
- 2.1.2. Operator shall, in the sole judgment of the City, demonstrate the financial responsibility and capability to develop and maintain improvements; procure and maintain required Vehicles, Equipment, and/or Aircraft; employ personnel, and engage in the Activity.

2.2. Agreement/Permit

- 2.2.1. No Entity shall engage in an Activity unless an Agreement/Permit has been entered into with the City authorizing such Activity and/or the Entity has received approval from the City to sublease land and/or improvements from an authorized Operator and conduct the Activity at the Jetport.
- 2.2.2. The Agreement/Permit shall not reduce or limit Operator's obligations with respect to these Minimum Standards.
- 2.2.3. Operator shall comply with all provisions of the Agreement/Permit.
- 2.2.4. Activities shall only be conducted from the Leased Premises unless the entity has received prior written approval from the City.
- 2.2.5. Only written approvals or permission granted by the City or duly authorized representative of the City are binding.

2.3. Restricted Activities

- 2.3.1. Activities not explicitly identified in these Minimum Standards or in an executed Agreement/Permit shall be restricted at the Jetport. No Entity shall engage in restricted activities at the Jetport without the prior written permission of the Airport Manager.

2.4. Payment of Rents, Fees, and Charges

- 2.4.1. Operator shall pay the rents, fees, or other charges specified by the City for leasing or using land or improvements or engaging in Activities.
- 2.4.2. No Operator shall be permitted to engage in Activities unless said Operator is current in the payment of all rents, fees, charges, or other sums due to the City under any and all Agreements/Permits Operator has with the City.
- 2.4.3. Operator's failure to remain current in the payment of all rents, fees, charges, or other sums due to the City shall be grounds for revocation of the Agreement/Permit or approval authorizing the occupancy or use of land or improvements or the conduct of Activities at the Jetport.

2.5. Leased Premises

- 2.5.1. Operator shall lease or sublease sufficient land and lease, sublease, or construct sufficient improvements for the Activity as stipulated in these Minimum Standards.
 - 2.5.1.1. Leased Premises that are used for Commercial purposes and require public access shall have direct streetside access.

2.6. Facility Maintenance

- 2.6.1. Operator shall maintain the Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed Equipment, utility services, and lighting) in a clean, neat, and orderly condition.
- 2.6.2. Operator shall provide all necessary cleaning services for the Leased Premises including janitorial and custodial services, trash removal services, removal of foreign objects/debris, snow and ice removal, and any other related services that are necessary to maintain the Leased Premises in good, clean, neat, and orderly condition, normal wear and tear excepted.
- 2.6.3. Operator shall replace in like kind anything damaged by Employees, patrons, Sublessees, contractors, etc., or Operator's Activities.
- 2.6.4. Operator shall comply with the Jetport's Development Guidelines including landscape and signage requirements.

2.7. Products, Services, and Facilities

- 2.7.1. Products, services, and facilities shall be provided on a reasonable, and not unjustly discriminatory, basis to all consumers and users of the Jetport.
- 2.7.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product or service, provided that, Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 2.7.3. Operator shall conduct its Activity on and from the Leased Premises in a safe, efficient, and first class manner consistent with the degree of care and skill exercised by experienced Operators providing comparable products, services, and facilities and engaging in similar Activities from similar leaseholds in like markets.

2.8. Non-Discrimination

- 2.8.1. Operator shall not discriminate against any person or class of persons by reason of race, color, creed, sex, or national origin in providing any products or services or in the use of any of its facilities provided for the public in any manner prohibited by applicable Regulatory Measures.

2.9. Licenses, Permits, Certifications, and Ratings

- 2.9.1. Operator (and/or Operator's personnel) shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities at the Jetport as required by any duly authorized Agency prior to engaging in any Activity at the Jetport. Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the City within 10 business days.

2.10. Personnel

- 2.10.1. Operator shall have in its employ (as Employees), on duty, and on premises during operating hours, trained and courteous personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a courteous, prompt, safe, and efficient manner.
- 2.10.2. Operator shall provide a responsible person on the Leased Premises to supervise the Activities and such person shall be authorized to represent and act for and on behalf of Operator during all hours of Activities as established in these Minimum Standards.

2.11. Equipment

- 2.11.1. All required Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services.

2.12. Insurance

- 2.12.1. Operator shall procure, maintain, and pay premiums during the term of the Agreement/Permit for insurance policies required by law and the types (and the minimum limits) set forth in the Appendix of these Minimum Standards for each Activity. The insurance company or companies underwriting the required policies shall be licensed or admitted to write such insurance in the State of Maine or be approved in writing by the City.
 - 2.12.1.1. When coverages or limits set forth in the Appendix are not commercially available, appropriate replacement coverages or limits must be approved by the City.
- 2.12.2. When Operator engages in more than one Activity, the minimum limits shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative in all instances. It shall not be necessary for Operator to carry insurance policies for the combined total of the minimum requirements of each Activity; however, Operator shall obtain insurance for all exposures in amounts at least equal to the greatest of the required minimum.
- 2.12.3. All insurance, which Operator is required by the City to carry and keep in force, shall name the City and the City Council (individually and collectively), and its representatives, officials, officers, employees, agents, and volunteers as additional insured.
- 2.12.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 2.12.4.1. "The City of Portland and the Portland City Council (individually and collectively), representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of any activities performed by or on behalf of Operator; products and services of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, or borrowed by Operator. Any insurance or self-insurance maintained by the City of Portland (individually and collectively), representatives, officers, officials, employees, agents, or volunteers shall be excess of Operator's and shall not contribute with it."
 - 2.12.4.2. "Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City of Portland (individually and collectively), representatives, officers, officials, employees, agents, or volunteers. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."
 - 2.12.4.3. "Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City of Portland."

- 2.12.5. Certificates of Insurance for the insurance required by law and set forth by these Minimum Standards for each Activity shall be delivered to the Airport Manager upon execution of any Agreement/Permit. Operator shall furnish additional Certificates of Insurance 30 days prior to any change in coverage, if the change results in a reduction. Current proof of insurance shall be continually provided to the City throughout the term of the Agreement/Permit.
- 2.12.6. The limits stipulated herein for each Activity represents the minimum coverage and policy limits that shall be maintained by the Operator to engage in Activities at the Jetport. Operators are encouraged to secure higher policy limits.
- 2.12.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall hold the City and the City Council or assigns harmless in the event of any claims or litigation arising out of its Activities at the Jetport. Such evidence shall be reviewed and approved in writing by the City.
- 2.12.8. Operator shall, at its sole expense, cause all facilities and improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, earthquake, flood, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils, shall be used to defray the cost of repairing, restoring, or reconstructing said facilities or improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved in writing by the City.
- 2.12.9. Disclosure Requirement: Any Operator conducting Aircraft rental, sales, or flight training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the City.

2.13. Indemnification and Hold Harmless

- 2.13.1. Operator shall defend, indemnify, save, protect, and completely hold harmless the City of Portland and the City Council (individually and collectively), representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs at any time received, incurred, or accrued by the City of Portland (individually and collectively), representatives, officers, officials, employees, agents, and volunteers as a result of, or arising out of Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such case, liability shall be shared in accordance with State of Maine principles of comparative fault.
- 2.13.2. The Operator shall accept total responsibility and hold the City of Portland and the Portland City Council (individually and collectively) harmless in the event of an environmental contaminating accident or incident caused by Operator, its Employees, its vendors or any other personnel used by the Operator to maintain Operator's facilities, Vehicles, Equipment, or Aircraft.

2.14. Taxes

- 2.14.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and charges that may be levied, assessed, or charged by any duly authorized Agency.

2.15. Multiple Activities

- 2.15.1. When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity and/or combination of Activities, but shall not necessarily be cumulative.

3. FIXED BASE OPERATOR**3.1. Definition**

- 3.1.1. A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to Aircraft owners and operators including, at a minimum, aviation fuels and lubricants; ground services and support; Tiedown, hangar, and Aircraft parking; and Aircraft Maintenance.
- 3.1.2. In addition to the General Requirements set forth in Section 2, each Fixed Base Operator at the Jetport shall comply with the following Minimum Standards.

3.2. Scope of Activity

- 3.2.1. Unless otherwise noted, all products and services shall be provided by FBO's employees using FBO's Vehicles and Equipment.
- 3.2.2. FBO products and services shall include, at a minimum, the following:
 - 3.2.2.1. Aviation Fuels and Lubricants (Jet Fuel, Avgas, and Aircraft Lubricants):
 - 3.2.2.1.1. FBO shall be capable of delivering and dispensing Jet Fuel, Avgas, and Aircraft Lubricants into all Aircraft normally frequenting the Jetport. This includes air carrier, General Aviation, and government Aircraft.
 - 3.2.2.1.2. FBO shall be capable of providing a response time not to exceed 15 minutes during required hours of activity and not longer than 45 minutes after hours.
 - 3.2.2.2. Vehicle and Equipment Fuels and Lubricants
 - 3.2.2.2.1. FBO shall have the capability of delivering and dispensing automotive gasoline, diesel fuel, and lubricants into all Vehicles and Equipment that are utilized to provide ground handling services and support to the air carriers serving the Jetport.
 - 3.2.2.2.2. FBO shall be capable of providing a response time not to exceed 30 minutes during required hours of activity and not longer than 60 minutes after hours.
 - 3.2.2.3. Ground Services and Support
 - 3.2.2.3.1. Aircraft marshalling and towing
 - 3.2.2.3.2. Oxygen, nitrogen, and compressed air services
 - 3.2.2.3.3. Ground power
 - 3.2.2.3.4. Aircraft Deicing/Anti-icing service limited to General Aviation operations. Deicing shall not include Federal Aviation Regulation Part 121 Operations unless FBO meets requirements for Air Carrier Aircraft Deicing/Anti-icing Operator (SASO) minimum standards.
 - 3.2.2.3.4.1. The location for deicing operations is limited as provided under the Portland Jetport's Maine Department of Environmental Protection Multi Sector General Permit for Stormwater Discharge Associated with Industrial Activity. Deicing operations shall only be allowed in areas designated under this permit and are compliant with the permit's requirements for aircraft deicing fluid capture.

- 3.2.2.3.5. Baggage and cargo handling
- 3.2.2.3.6. Lavatory services
- 3.2.2.3.7. Aircraft cleaning services
- 3.2.2.3.8. Courtesy transportation (using the Operator's Vehicles)
- 3.2.2.3.9. Ground transportation arrangements (limousine, shuttle, and rental car)
- 3.2.2.3.10. Hotel arrangements
- 3.2.2.3.11. Aircraft catering
- 3.2.2.3.12. Pilot supplies
- 3.2.2.4. Aircraft Maintenance
 - 3.2.2.4.1. FBO personnel shall be able to perform minor and preventive maintenance (as defined in 14 CFR Part 43) on the airframe, powerplants, and associated systems of all Aircraft normally frequenting the Jetport.
 - 3.2.2.4.2. FBO can meet these Minimum Standards for the provision of Aircraft Maintenance by and through an authorized Sublessee(s) who meets the Minimum Standards for Aircraft Maintenance Operator and operates from FBO's Leased Premises.

3.3. Leased Premises

- 3.3.1. FBO shall have adequate land, Apron, Vehicle parking, and facilities (hangars, terminal, maintenance, and fuel storage) to accommodate all Activities of FBO and all approved Sublessees, but not less than the following:
 - 3.3.1.1. Contiguous Land – 7 acres (304,920 square feet) upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 3.3.1.2. Apron – 3 acres (130,680 square feet) with sufficient weight bearing capacity to accommodate the largest Aircraft handled or serviced by FBO.
 - 3.3.1.3. Paved Tiedown – adequate to accommodate the number, type, and size of Aircraft (requiring Tiedown space) based at the Operator's Leased Premises, but not less than 10 spaces. FBO shall have paved Tiedown Readily Available to accommodate the reasonable demand of transient Aircraft (number, type, and size) requiring Tiedown, but not less than 15 spaces.
 - 3.3.1.4. Facilities – 24,500 square feet (total) consisting of the following:
 - 3.3.1.4.1. Terminal space – 3,000 square feet
 - 3.3.1.4.2. Customer area shall be at least 2,000 dedicated square feet to include adequate space for crew and passenger lounge(s), flight planning room, conference room, public telephones, and restrooms.
 - 3.3.1.4.3. Administrative area shall be at least 1,000 dedicated square to include adequate space for employee offices, work areas, and storage.
 - 3.3.1.4.4. Maintenance area – 1,500 square feet.
 - 3.3.1.4.5. Maintenance area shall include adequate space for employee offices, work areas, and storage.

- 3.3.1.4.6. Hangar space – 20,000 square feet.
- 3.3.1.4.7. At least one hangar shall be capable of accommodating an Aircraft having a length of 100 feet, a wingspan of 95 feet, and a tail height of 26 feet. At least 10,000 square feet shall be dedicated to the provision of Aircraft Maintenance and 10,000 square feet shall be dedicated to Aircraft storage. No single hangar shall be less than 8,000 square feet.
- 3.3.1.4.8. Vehicle Parking shall be sufficient to accommodate FBO and tenant customers, passengers, and Employees, on a daily basis.

3.4. Fuel Storage

- 3.4.1. FBO shall construct or install and maintain an aboveground fuel storage facility at the Jetport, unless otherwise authorized or required, in a location consistent with the Jetport's Master Plan and approved by the City. The total storage capacity of the fuel storage facility shall not be less than:
 - 3.4.1.1. 20,000 gallons for Jet Fuel storage;
 - 3.4.1.2. 10,000 gallons for Avgas storage;
 - 3.4.1.3. 500 gallons for waste fuel or test samples (or the capability to recycle waste fuel or test samples).
- 3.4.2. FBO shall have total storage capacity (fuel storage facility and refueling vehicles combined) of two days supply of aviation fuel for the Aircraft being serviced. In no event shall the storage capacity of the fuel storage facility be less than the minimum required in these Minimum Standards.
- 3.4.3. FBO shall demonstrate the capability of expanding its fuel storage capacity within a reasonable time period.
- 3.4.4. FBO shall, at its sole expense, maintain the fuel storage facility and all appurtenances thereto, in a presentable condition consistent with good business practices and equal (or better than) in appearance and character to other similar improvements at the Jetport.
- 3.4.5. FBO shall demonstrate, to the satisfaction of the City, that arrangements/agreements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation fuels in the quantities that are necessary to meet the requirements set forth herein.
- 3.4.6. FBO shall have an approved written Spill Prevention Contingency and Control Plan ("SPCC Plan") that meets all applicable Regulatory Measures for aboveground fuel storage facilities with a capacity greater than 660 gallons. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least 30 days prior to commencing operations.
- 3.4.7. FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through the storage, handling, and dispensing of fuel.
- 3.4.8. Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.
- 3.4.9. FBO shall maintain current fuel reports on file, including total gallons of fuel delivered by type, and make such reports available for auditing at anytime by the Airport Manager.

3.5. Fueling Equipment

- 3.5.1. Two operating and fully functional Jet Fuel refueling Vehicles both having a minimum capacity of 3,000 gallons. Two operating and fully functional Avgas refueling Vehicles both having a minimum capacity of 750 gallons. A fixed Avgas refueling (self-serve) system can be substituted for one of the Avgas refueling Vehicles.
- 3.5.2. Aircraft refueling Vehicles shall be equipped with metering devices that meet all applicable Regulatory Measures. One refueling Vehicle dispensing Jet Fuel shall have over-the-wing and single point Aircraft servicing capability. All refueling Vehicles shall be bottom loaded.
- 3.5.3. Each refueling Vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
 - 3.5.3.1. These Minimum Standards and all other applicable Regulatory Measures;
 - 3.5.3.2. State of Maine Fire Code, City of Portland Fire Code, and City of South Portland Fire Code (FBO shall comply with the most stringent of these codes);
 - 3.5.3.3. National Fire Protection Association (NFPA) Codes;
 - 3.5.3.4. 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials" (including updates).
 - 3.5.3.5. Applicable FAA Advisory Circulars (AC) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport" (including updates).

3.6. Equipment

- 3.6.1. Adequate Equipment for recharging or energizing discharged Aircraft batteries.
- 3.6.2. Two courtesy Vehicles (one of which shall be a van) to provide transportation of passengers, crews, and baggage to and from destinations on the Jetport and local area hotels and restaurants. If the courtesy Vehicles are not owned, leased, or under the full and exclusive control of the Operator, the Vehicles shall be Readily Available for use.
- 3.6.3. Two Aircraft tugs (and tow bars) each having rated draw bar capacity sufficient to meet the towing requirement of the Aircraft normally frequenting the Jetport. If the Aircraft tugs are not owned, leased, or under the full and exclusive control of the Operator, the tugs shall be Readily Available for use.
- 3.6.4. Adequate number of approved and regularly inspected dry chemical fire extinguisher units shall be maintained within all hangars, on Apron areas, at fuel storage facilities, and on all ground handling and refueling Vehicles.
- 3.6.5. One fully functional deicing vehicle for General Aviation Deicing/Anti-icing services and support.
- 3.6.6. All Equipment necessary for the proper performance of Aircraft Maintenance in accordance with applicable FAA regulations and Manufacturers' specifications.

3.7. Personnel

- 3.7.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and at all times, properly uniformed except management and administrative

- personnel. Uniforms shall identify the name of the FBO (and the employee) and shall be clean, professional, and properly maintained at all times.
- 3.7.2. FBO shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing" (including updates). FBO's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. FBO's SOP shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling Vehicles. FBO's SOP shall be submitted to the City no later than 30 days before FBO commences Activities at the Jetport. Inspections shall be conducted by the City on a periodic basis to ensure compliance.
- 3.7.3. Two properly trained and qualified employees, on each shift, providing Aircraft fueling, parking, and ground services and support.
- 3.7.4. One properly trained and qualified employee, on each shift (except from the hours of 12:00 AM to 6:00 AM), to provide customer service and support.

- 3.7.5. One FAA licensed Airframe and Powerplant mechanic employed by FBO and properly trained and qualified to perform Aircraft Maintenance on all Aircraft frequenting the Jetport shall be on-duty and on-premises for at least eight hours during FBO's hours of activity, five days a week, and available, on call, after hours.

3.8. Hours of Activity

- 3.8.1. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable demands of the public for this Activity seven days a week (including holidays) from 6:00 AM to 12:00 AM. Aircraft fueling, ground handling, and customer service shall be available after hours, on-call, with response time not to exceed 45 minutes. Hours of activity shall be clearly posted in public view using professional signage.
- 3.8.2. Aircraft Maintenance shall be continuously offered and available to meet reasonable demand of the public for this Activity five days a week, eight hours a day. Aircraft Maintenance shall be available after hours, on-call, with response time not to exceed 45 minutes. Hours of operation shall be clearly posted in public view using professional signage.

3.9. Aircraft Removal

- 3.9.1. Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, FBO shall be prepared to lend assistance within 45 minutes of request by the Airport Manager in order to maintain the operational readiness of the Jetport. FBO shall prepare an Aircraft removal plan and have the Equipment Readily Available that is necessary to remove the Aircraft normally frequenting the Jetport.

3.10. Insurance

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

3.11. Special Rule On De-Icing And Fuel Services

- 3.11.1. De-icing and fueling are to be performed only by a Fixed Base Operator ("FBO") or its designee (except for self performers under Section 10A and 14 below). All de-icing and fueling shall be done in conformity with all applicable standards, including but not limited to the standards in Chapter 10, 10A and 14.
- 3.11.2. Notwithstanding the forgoing, the rights of Contego Systems, PWM, LLC, or its assigns or agents, to de-ice at the Jetport are grandfathered and not subject to this regulation. These rights will be lost if Contego or its assigns or agents discontinue the de-icing service for 365 days or more, or if Contego waives their right to grandfathering. Contego may perform de-icing subject to the applicable standards in Chapter 10.
- 3.11.3. In the event an Air Carrier (commercial airline) has any issues regarding the pricing or the quality of an FBO's de-icing or fueling services that it asks the Jetport to address, or the Airport Director decides to address in his or her discretion, the following dispute resolution procedures will be followed.
- 3.11.3.1. The complaining Air Carrier shall first contact the FBO's senior management to discuss that complaint.

- 3.11.3.2. If the FBO and the Air Carrier are unable to resolve the dispute after reasonable efforts, the Air Carrier may submit its complaint together with all documentation supporting its complaint to the Airport Director who shall act as a neutral mediator and facilitate discussions between the Air Carrier and the FBO or designee in an effort to resolve the dispute or defer the dispute to another neutral mediator that is agreeable to both parties. The Airport Director may, in his or her sole discretion, elect not to serve as mediator. If the Airport Director exercises his or her discretion not to act as mediator, the parties shall proceed to arbitration as indicated below.
- 3.11.3.3. If, after reasonable efforts, the dispute is not resolved by such mediation, the Air Carrier may submit the complaint to a single arbitrator with experience in aviation matters and agreed upon by the airline and the FBO. If they are unable to agree on an arbitrator, any party may submit the dispute to the American Arbitration Association (AAA), which shall then appoint an arbitrator and administer the arbitration. The decision of the Arbitrator shall be binding subject only to the right of appeal provided in the Maine Uniform Arbitration Act (14 M.R.S.A. § 5927 et seq.). In any such arbitration, the arbitrator's decision shall be based on all relevant factors including price, quality of service, on-time performance and safety concerns. In any arbitration or subsequent appeal, the substantially prevailing party shall be awarded its costs, including legal fees and Arbitrator's fee and costs, in the amount to be determined by the Arbitrator.
- 3.11.3.4. Nothing in this paragraph shall be construed to prevent the Airport Director in his discretion from requiring the process set forth in this paragraph be followed if the same complaint is made by more than one airline.
- 3.11.3.5. Notwithstanding the foregoing, an Air Carrier is free to pursue any legal remedies available to them to resolve any dispute between the Air Carrier and an FBO or any entity providing services to the Air Carrier and an Air Carrier does not have to exhaust the remedies provided herein prior to pursuing other legal remedies.
- 3.11.4. An FBO or its designee will not increase its rates for commercial de-icing to a level that exceed the price submitted by Contego in response to the City's June, 2010 RFP No. 85-10 plus (i) a sum equal to increases in the Consumer Price Index, and (ii) an escalation in material costs limited to the annual increase in the Chemical Markets Association, Inc. Index. The moratorium on rate increases other than those provided herein shall expire on June 30, 2013.
 - 3.11.4.1. After the initial period, and FBO or its designed will not increase its rated for de-icing to a level that exceeds the range of rates for comparable Airports in comparable regions as shown on Attachment A. Attachment A may be amended by the written agreement of the Airport Director and the FBO. It shall be incumbent on the Air Carriers to provide data to the FBO and the Airport Director if they feel that such increases exceed rates at comparable Airports.
 - 3.11.4.2. The word "rate or rates" means the total charge for a de-icing service and not just the cost per gallon of deicing fluid. The total charge shall be computed by multiplying the cost per gallon times the number of gallons used unless the deicing service is charged at a flat rate regardless of the volume of deicing fluid used.

- 3.11.5. Any changes to the Minimum Standards applicable only to de-icing or fuel service which impact FBOs at the Jetport shall only be enacted under the following process.
- 3.11.5.1. The Airport Director shall, by certified mail, notify all FBO's currently servicing the Jetport of his/her intent to amend the Minimum Standards and provide a summary of the issue which the Airport Director feels gives rise to the need for such amendment. If the stated need for such amended rulemaking is initiated by a complaint from an airline, the dispute resolution procedures contained in Section 3.11.2 above shall first be exhausted, subject to airline's reserved rights to pursue other available legal remedies. If the same complaint is initiated by more than one airline, the Airport Director has the discretion to require the airline to follow the dispute resolution procedures in Section 3.11.2 above before rulemaking is commenced.
- 3.11.5.2. The Airport Director shall allow a period of not less than sixty (60) days for all FBO's and any other interested party to respond to such notice and to provide any information they deem relevant to the proposed rulemaking.
- 3.11.5.3. After the Airport Director makes a final determination regarding proposed changes to the Minimum Standards, such changes shall be posted at the Jetport and shall be mailed to all FBO's and other stakeholders who have participated in the rulemaking process. The amended rules shall take effect sixty (60) days after the date notice of the final determination is given.
- 3.11.5.4. The foregoing notice process shall be deemed to satisfy the notice process provided in Section 18-83 of the Portland City Code and no additional notice process is required. The City reserves the right to act under the emergency rulemaking of Section 18-83.

4. AIRCRAFT MAINTENANCE OPERATOR (SASO)

4.1. Definition

- 4.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those Aircraft that are owned or leased or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Maintenance Operator at the Jetport shall comply with the following Minimum Standards. FBOs shall comply with the Minimum Standards set forth in Section 3, Fixed Base Operator.

4.2. Leased Premises (Lessee)

- 4.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:

	Piston Aircraft Maintenance	Turboprop/ Light Turbine Aircraft Maintenance	Medium/Heavy Turbine Aircraft Maintenance
Contiguous Land	21,780 SF	32,670 SF	43,560 SF
Total Facilities	6,100 SF	8,850 SF	11,600 SF
Customer Area	350 SF	350 SF	350 SF
Administrative Area	250 SF	250 SF	250 SF
Maintenance Area	500 SF	750 SF	1,000 SF
Hangar	5,000 SF	7,500 SF	10,000 SF

- 4.2.1.1. All required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 4.2.1.2. Apron area shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft, whichever is greater.
- 4.2.1.3. Facilities shall include customer, administrative, maintenance, and hangar areas.
 - 4.2.1.3.1. Customer area shall include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 4.2.1.3.2. Administrative area shall include dedicated space for employee offices, work, and storage areas.
 - 4.2.1.3.3. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage.
 - 4.2.1.3.4. Hangar area shall be at least equal to the square footage stipulated for the type of maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.
- 4.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

4.3. Leased Premises (Sublessee or Multiple Activities)

- 4.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:

	Piston Aircraft Maintenance	Turboprop/ Light Turbine Aircraft Maintenance	Medium/Heavy Turbine Aircraft Maintenance
Contiguous Land	N/A	N/A	N/A
Total Facilities	5,750 SF	8,500 SF	11,250 SF
Customer Area	Accessible	Accessible	Accessible
Administrative Area	250 SF	250 SF	250 SF
Maintenance Area	500 SF	750 SF	1,000 SF
Hangar	5,000 SF	7,500 SF	10,000 SF

- 4.3.1.1. Apron shall be adequate to accommodate the movement of Aircraft into and out of hangar and the parking of customer Aircraft.
- 4.3.1.2. Facilities shall include customer, administrative, maintenance, and hangar areas.
- 4.3.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
- 4.3.1.2.2. Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.
- 4.3.1.2.3. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage.
- 4.3.1.2.4. Hangar area shall be at least equal to the square footage stipulated for the type of maintenance being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than Preventative Aircraft Maintenance), whichever is greater.
- 4.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

4.4. Aircraft Painting

- 4.4.1. Operator desiring to offer aircraft painting services shall provide a separate enclosed painting area of sufficient size to accommodate the largest Aircraft serviced. Such facility shall meet all applicable Regulatory Measures including all applicable environmental and air quality standards.

4.5. Licenses and Certification

- 4.5.1. Operator conducting turboprop or turbine Aircraft Maintenance shall be properly certificated as an FAA Repair Station.
- 4.5.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

4.6. Personnel

- 4.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft Maintenance in a courteous, prompt, and efficient manner and meet the reasonable demands of the public for this Activity.
 - 4.6.1.1. Operator shall employ one FAA licensed Airframe and Powerplant mechanic
 - 4.6.1.2. Operator shall employ one customer service representative.

4.7. Equipment

- 4.7.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

4.8. Hours of Activity

- 4.8.1. Operator shall be open and services shall be available to meet reasonable demands of the public for this Activity, at least five days a week, eight hours a day and available after hours, on-call, with response time not to exceed 45 minutes. Hours of activity shall be clearly posted in public view using professional signage.

4.9. Insurance

- 4.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in the Appendix – Schedule of Minimum Insurance Requirements

5. AVIONICS, INSTRUMENT, OR PROPELLER MAINTENANCE OPERATOR (SASO)

5.1. Definition

- 5.1.1. An Avionics, Instrument, or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in Part 43, Appendix A (i.e., Aircraft radios, electrical systems, propellers, instruments, and/or accessories).
- 5.1.2. In addition to the General Requirements set forth in Section 2, each Avionics, Instrument, and/or Propeller Maintenance Operator at the Jetport shall comply with the following Minimum Standards.

5.2. Leased Premises (Lessee)

- 5.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following square footages, which are not cumulative:

- 5.2.1.1. For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Piston Aircraft Avionics/ Instruments/ Propellers	Turboprop/ Light Turbine Avionics/ Instruments/ Propellers	Medium/Heavy Turbine Avionics/ Instruments/ Propellers
Contiguous Land	21,780 SF	21,780 SF	21,780 SF
Total Facilities	850 SF	1,100 SF	1,250 SF
Customer Area	350 SF	350 SF	250 SF
Administrative Area	250 SF	250 SF	250 SF
Maintenance Area	250 SF	500 SF	750 SF

- 5.2.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Piston Aircraft Avionics/ Instruments/ Propellers	Turboprop/ Light Turbine Avionics/ Instruments/ Propellers	Medium/Heavy Turbine Avionics/ Instruments/ Propellers
Contiguous Land	21,780 SF	32,670 SF	43,560 SF
Total Facilities	6,350 SF	8,600 SF	11,350 SF
Customer Area	350 SF	350 SF	350 SF
Administrative Area	250 SF	250 SF	250 SF
Maintenance Area	250 SF	500 SF	750 SF
Hangar	5,000 SF	7,500 SF	10,000 SF

- 5.2.2. All required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located on Contiguous Land.
- 5.2.3. If a hangar is required or if Operator has constructed a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer Aircraft, whichever is greater. If a hangar is not required, Apron shall be adequate to accommodate the movement and parking of customer

**AVIONICS, INSTRUMENT, AND/OR
PROPELLER MAINTENANCE OPERATOR (SASO)**

Aircraft.

- 5.2.4. Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.
- 5.2.4.1. Customer area shall include dedicated space for customer lounge(s), public telephones, and restrooms.
- 5.2.4.2. Administrative area shall include dedicated space for employee offices, work areas, and storage.
- 5.2.4.3. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage.
- 5.2.4.4. Hangar area shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics, instruments, and/or propeller removal and replacement services, whichever is greater.
- 5.2.5. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

5.3. Leased Premises (Sublessee or Multiple Activities)

- 5.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following square footages, which are not cumulative:
- 5.3.1.1. For Operators performing just benchwork (i.e., no removal and replacement services are being performed), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Piston Aircraft Avionics/ Instruments/ Propellers	Turboprop/ Light Turbine Avionics/ Instruments/ Propellers	Medium/Heavy Turbine Avionics/ Instruments/ Propellers
Contiguous Land	N/A	N/A	N/A
Total Facilities	500 SF	750 SF	1,000 SF
Customer Area	Accessible	Accessible	Accessible
Administrative Area	250 SF	250 SF	250 SF
Maintenance Area	250 SF	500 SF	750 SF

- 5.3.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being provided), the minimums, which are based upon the type of Aircraft avionics, instruments, and/or propellers being tested and/or repaired, are as follows:

	Piston Aircraft Avionics/ Instruments/ Propellers	Turboprop/ Light Turbine Avionics/ Instruments/ Propellers	Medium/Heavy Turbine Avionics/ Instruments/ Propellers
Contiguous Land	N/A	N/A	N/A
Total Facilities	5,500 SF	8,250 SF	11,000 SF
Customer Area	Accessible	Accessible	Accessible
Administrative Area	250 SF	250 SF	250 SF
Maintenance Area	250 SF	500 SF	750 SF
Hangar	5,000 SF	7,500 SF	10,000 SF

- 5.3.2. Apron shall be adequate to accommodate the movement of Aircraft into and out of the hangar and parking of customer Aircraft.
- 5.3.3. Facilities shall include customer, administrative, maintenance, and hangar (if applicable) areas.
 - 5.3.3.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 5.3.3.2. Administrative area shall be dedicated to the provision of Aircraft Maintenance and shall include adequate space for employee offices, work areas, and storage.
 - 5.3.3.3. Maintenance area shall include adequate space for employee work areas, shop areas, and storage.
 - 5.3.3.4. Hangar area shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft undergoing avionics, instruments, and/or propeller removal and replacement services, whichever is greater.
- 5.3.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

5.4. Licenses and Certifications

- 5.4.1. Operator shall be properly certificated as an FAA Repair Station.
- 5.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the work being performed.

5.5. Personnel

- 5.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
 - 5.5.1.1. Operator shall employ one technician as an Employee.
 - 5.5.1.2. Operator shall employ one customer service representative, per shift, as an Employee.

5.6. Equipment

- 5.6.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

5.7. Hours of Activity

- 5.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day. Hours of activities shall be clearly posted in public view using professional signage.

5.8. Insurance

- 5.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in the Appendix – Schedule of Minimum Insurance Requirements.

6. AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

6.1. Definitions

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
 - 6.1.1.1. If commercial flight training is being provided in an aircraft that is owned or leased or operated by (and under the full and exclusive control of) the Aircraft Rental Operator (i.e., if an instructor is on board the aircraft for the purposes of providing commercial flight training and the flight originates at the Jetport), such flight training shall be provided by an authorized Flight Training Operator.
- 6.1.2. A Flying Club Operator is an entity engaged in owning Aircraft and making such Aircraft available for use by its members where membership is available to the general public.
 - 6.1.2.1. A Private Flying Club is an entity that is legally formed as a non-profit entity with the State of Maine, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace Flying Club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).
 - 6.1.2.2. If commercial flight training is being provided in an aircraft that is owned or leased or operated by (and under the full and exclusive control of) a Flying Club Operator including a Private Flying Club (i.e., if an instructor is on board the aircraft for the purposes of providing commercial flight training and the flight originates at the Jetport), such flight training shall be provided by an authorized Flight Training Operator.
- 6.1.3. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take a written examination and flight check for the category or categories of pilots' licenses and ratings involved.
- 6.1.4. In addition to the General Requirements set forth in Section 2, each Aircraft Rental, Flying Club, and/or Flight Training Operator at the Jetport shall comply with the following Minimum Standards.

6.2. Leased Premises (Lessee)

- 6.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 6.2.1.1. Contiguous Land – 21,780 square feet upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 6.2.1.2. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport but not less than the space required to accommodate five Aircraft having a minimum wingspan of 49 feet.
 - 6.2.1.2.1. If Operator constructs or has a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft, whichever is greater.

- 6.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport, no paved Tiedowns will be required.
- 6.2.1.3. Facilities shall include customer, and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 6.2.1.3.1. Customer area shall be at least 500 square feet to include dedicated space for customer lounge(s), class/training rooms, public telephones, and restrooms.
 - 6.2.1.3.2. Administrative area shall be at least 250 square feet to include dedicated space for employee offices, work areas, and storage.
 - 6.2.1.3.3. Maintenance area, if required, shall be at least 250 square feet to include dedicated space for employee work areas, shop areas, and storage.
 - 6.2.1.3.4. Hangar area, if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport, whichever is greater.
- 6.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

6.3. Leased Premises (Sublessee or Multiple Activities)

- 6.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 6.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport.
 - 6.3.1.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 6.3.1.2.1. Customer area shall be at least 250 square feet to include dedicated space for class/training rooms. Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 6.3.1.2.2. Administrative area shall be at least 250 square feet to include dedicated space for employee offices, work areas, and storage.
 - 6.3.1.2.3. Maintenance area, if required, shall be at least 250 square feet to include dedicated space for employee work areas, shop areas, and storage.

6.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport.

6.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

6.4. Licenses and Certifications

6.4.1. Personnel performing Aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft being utilized and/or flight training being provided.

6.5. Personnel

6.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Aircraft rental and/or flight training in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public/members seeking such services.

6.5.1.1. Aircraft Rental Operators and Flying Club Operators shall employ one flight instructor and one customer service representative on each shift.

6.5.1.2. Flight Training Operators shall employ one Chief Flight Instructor and one customer service representative on each shift. In addition, Flight Training Operators shall have available a properly certificated ground school instructor capable of providing regularly scheduled ground school instruction sufficient to enable student to pass the FAA written examinations for private pilot and commercial ratings.

6.6. Equipment

6.6.1. Operator shall have available for rental or use in flight training, either owned by or under written lease to Operator and under the full and exclusive control of Operator, no less than two properly certified and currently airworthy Aircraft, at least one of which shall be equipped for and fully capable of flight under instrument conditions and one of which shall be a four-place aircraft.

6.6.2. Flight Training Operators shall include, at a minimum, adequate mock-ups, pictures, slides, filmstrips, movies, video tapes, or other training aids necessary to provide proper and effective ground school instruction.

6.7. Hours of Activity

6.7.1. Aircraft Rental Operators and Flight Training Operators shall be open and services shall be available to meet the reasonable demands of the public for this Activity. Hours of activity shall be clearly posted in public view using professional signage.

6.8. Private Flying Clubs

6.8.1. Private Flying Clubs shall not be required to meet the minimum standards stipulated for a Flying Club so long as the Private Flying Club's membership is not available to the general public.

6.8.2. No member of a Private Flying Club shall receive compensation for services provided for such Private Flying Club or its members unless such member is an authorized Operator with the City.

6.8.3. No entity shall use Private Flying Club Aircraft in exchange for compensation.

6.9. Insurance

6.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance

set forth in the Appendix – Schedule of Minimum Insurance Requirements.

7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

7.1. Definition

- 7.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in the business of providing air taxi services (for persons or property) to the general public for hire (on-demand), as defined in the 14 CFR Part 135.
- 7.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the general public.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Aircraft Charter or Aircraft Management Operator at the Jetport shall comply with the following Minimum Standards.

7.2. Leased Premises (Lessee)

- 7.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 7.2.1.1. Contiguous Land – 21,780 square feet upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 7.2.1.2. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport but not less than the space required to accommodate five Aircraft having a minimum wingspan of 49 feet.
 - 7.2.1.2.1. If Operator constructs or has a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft, whichever is greater.
 - 7.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport, no paved Tiedowns will be required.
 - 7.2.1.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 7.2.1.3.1. Customer area shall be at least 500 square feet to include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 7.2.1.3.2. Administrative area shall be at least 250 square feet to include dedicated space for employee offices, work areas, and storage.
 - 7.2.1.3.3. Maintenance area, if required, shall be at least 250 square feet and shall include dedicated space for employee work areas, shop areas, and storage.

7.2.1.3.4. Hangar area, if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in the Operator's fleet being maintained by Operator at the Jetport, whichever is greater.

7.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

7.3. Leased Premises (*Sublessee and Multiple Activities*)

7.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron/Paved Tiedown, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:

7.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport.

7.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport, no paved Tiedowns will be required.

7.3.1.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.

7.3.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.

7.3.1.2.2. Administrative area shall be at least 250 square feet to include dedicated space for employee offices, work areas, and storage.

7.3.1.2.3. Maintenance area, if required, shall be at least 250 square feet and shall include dedicated space for employee work areas, shop areas, and storage.

7.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport.

7.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

7.4. Licenses and Certifications

7.4.1. Operator shall have and provide copies to the City of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).

7.4.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for the Aircraft utilized for Activity.

7.5. Personnel

7.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

7.5.1.1. Operator shall employ one Chief Pilot.

- 7.5.1.2. Operator shall employ one customer service representative on each shift.

7.6. Equipment

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

7.7. Hours of Activity

- 7.7.1. Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity. After hours, on-call response time to customer inquires shall not exceed 45 minutes. Hours of activity shall be clearly posted in public view using professional signage.

7.8. Insurance

- 7.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix – Schedule of Minimum Insurance Requirements.

8. AIRCRAFT SALES OPERATOR (SASO)

8.1. Definition

- 8.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft.
- 8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Jetport shall comply with the following Minimum Standards.

8.2. Leased Premises (Lessee)

- 8.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 8.2.1.1. Contiguous Land – 21,780 square feet upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 8.2.1.2. Apron/Paved Tiedown shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport (inventory) but not less than the space required to accommodate five Aircraft having a minimum wingspan of 49 feet.
 - 8.2.1.2.1. If Operator constructs or has a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's fleet based at the Jetport (inventory), whichever is greater.
 - 8.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport (inventory), no paved Tiedowns will be required.
 - 8.2.1.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 8.2.1.3.1. Customer area shall be at least 250 square feet to include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 8.2.1.3.2. Administrative area shall be at least 250 square feet to include dedicated space for employee offices, work areas, and storage.
 - 8.2.1.3.3. Maintenance area, if required, shall be at least 250 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
 - 8.2.1.3.4. Hangar area, if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport, whichever is greater.

8.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

8.3. Leased Premises (Sublessee or Multiple Activities)

- 8.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron/Paved Tiedown, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 8.3.1.1. Apron/Paved Tiedown shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport.
 - 8.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport, no paved Tiedowns will be required.
 - 8.3.1.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator and/or in Operator's inventory. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 8.3.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 8.3.1.2.2. Administrative area shall be at least 250 square feet to include dedicated space for employee offices, work areas, and storage.
 - 8.3.1.2.3. Maintenance area, if required, shall be at least 250 square feet to include dedicated space for employee work areas, shop areas, and storage.
 - 8.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport.
 - 8.3.1.3. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

8.4. Dealership

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

8.5. Licenses and Certifications

- 8.5.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

8.6. Personnel

- 8.6.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demand of the public seeking such services.
 - 8.6.1.1. Operator shall employ one current commercial pilot.

8.7. Equipment

- 8.7.1. Operator shall provide necessary and satisfactory arrangements for Aircraft

Maintenance in accordance with any sales guarantee or warranty period.

8.8. Hours of Activity

- 8.8.1. Operator shall be open and service shall be available to meet the reasonable demands of the public for this Activity five days a week, eight hours a day. Hours of activity shall be clearly posted in public view using professional signage.

8.9. Insurance

- 8.9.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix - Schedule of Minimum Insurance.

9. SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

9.1. Definition

- 9.1.1. A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for Hire.
- 9.1.1.1. **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (for example, washing, cleaning, painting, upholstery, etc.) or other miscellaneous Activities directly related to Aircraft services and support.
- 9.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as ground schools, simulator training, charter flight coordinators, aircrew or aviation management, or any other miscellaneous Activities directly related to supporting or providing support services for a Commercial Activity.
- 9.1.1.3. **Air Transportation Services for Hire** - are defined as non-stop sightseeing flights (flights that begin and end at the Jetport and are conducted within 25 statute mile radius of the Jetport); flights for aerial photography or survey, fire fighting, power line, underground cable, or pipe line patrol; or any other miscellaneous Activities directly related to air transportation services for hire (e.g., helicopter operations in construction or repair work).
- 9.1.2. In addition to the General Requirements set forth in Section 2, each Specialized Commercial Aeronautical Operator at the Jetport shall comply with the following Minimum Standards.

9.2. Leased Premises (Lessee)

- 9.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
- 9.2.1.1. Contiguous Land – 21,780 square feet upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
- 9.2.1.2. Apron/Paved Tiedown shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport but not less than the space required to accommodate five Aircraft having a minimum wingspan of 49 feet.
- 9.2.1.2.1. If Operator has a hangar, Apron shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Operator's Aircraft, whichever is greater
- 9.2.1.2.2. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport, no paved Tiedowns will be required.

- 9.2.1.3. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 9.2.1.3.1. Customer area shall be at least 250 square feet to include dedicated space for customer lounge(s), public telephones, and restrooms.
 - 9.2.1.3.2. Administrative area shall be at least 250 square feet or sufficient to accommodate the administrative functions associated with the Activity, whichever is greater, and shall include dedicated space for employee offices, work areas, and storage.
 - 9.2.1.3.3. Maintenance area, if required, shall be at least 250 square feet and shall include dedicated space for employee work areas, shop areas, and storage.
 - 9.2.1.3.4. Hangar area, if required, shall be at least 5,000 square feet or large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport, whichever is greater.
- 9.2.1.4. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

9.3. Leased Premises (Sublessee or Multiple Activities)

- 9.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 9.3.1.1. Apron/Paved Tiedowns shall be adequate to accommodate the total number of Aircraft in Operator's fleet based at the Jetport.
 - 9.3.1.1.1. If Operator utilizes a hangar for the storage of Operator's fleet based at the Jetport, no paved Tiedowns will be required.
 - 9.3.1.2. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall meet the Minimum Standards for an Aircraft Maintenance Operator.
 - 9.3.1.2.1. Customer area: Operator's customers shall have immediate access to customer lounge(s), public telephones, and restrooms.
 - 9.3.1.2.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include dedicated space for employee offices, work areas, and storage.
 - 9.3.1.2.3. Maintenance area, if required, shall be at least 250 square feet and shall include dedicated space for employee work areas, shop areas, and storage.

- 9.3.1.2.4. Hangar area, if required, shall be large enough to accommodate the largest Aircraft in Operator's fleet being maintained by Operator at the Jetport.
- 9.3.2. Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

9.4. Licenses and Certifications

- 9.4.1. Operator shall have and provide to the City evidence of all federal, state, and local licenses and certificates that are required to conduct the Activity.

9.5. Personnel

- 9.5.1. Operator shall provide a sufficient number of personnel to adequately and safely carry out its Activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

9.6. Equipment

- 9.6.1. Operator shall have (based at the Jetport), either owned or under written lease to Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft.
- 9.6.2. Operator shall have sufficient supplies and parts available to support the Activity.

9.7. Hours of Activity

- 9.7.1. Operator shall be open and services shall be available during hours normally maintained by Entity's operating competitive businesses. Hours of activity shall be clearly posted in public view using professional signage.

9.8. Insurance

- 9.8.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix – Schedule of Minimum Insurance Requirements.

10. AIR CARRIER AIRCRAFT DEICING/ANTI-ICING OPERATOR (SASO)

10.1. Definition

- 10.1.1. Aircraft Deicing Services – are defined as the storage, sale, delivery and dispensing, of glycol or any other fluid or material for the deicing/anti-icing of aircraft at the Airport.
- 10.1.2. An Aircraft Deicing/Anti-icing Operator is a Commercial Operator engaged in providing Air Carrier Aircraft Deicing/Anti-icing Services.
- 10.1.3. Air Carrier Aircraft Deicing/Anti-icing Services and Support – is defined as deicing/anti-icing services and support directly related to Federal Aviation Regulation Part 121 Air Carrier Airline operations.
- 10.1.4. Except as provided in Section 3.11.1, all de-icing services must either be performed directly by the Air Carrier (self-performance under 10A) or by a Fixed Base Operator.

10.2. Leased Premises (Lessee)

- 10.2.1. Operator other than an authorized Sublessee engaging in this Activity shall have adequate land, Apron, facilities, and Vehicle parking to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:
 - 10.2.1.1. Contiguous Land – 2,500 square feet upon which any required improvements including, but not limited to, fluid storage tanks, truck parking, and facilities shall be located.
 - 10.2.1.2. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include dedicated space for employee offices, work areas, and storage.
 - 10.2.1.3. Sufficient and suitable area for the installation of fluid storage tanks and truck parking to fully accommodate the number of tanks and deicing trucks Operator engages in this activity.

10.3. Leased Premises (Sublessee or Multiple Activities)

- 10.3.1. Operator engaging in this Activity as well as other Activities or an authorized Sublessee engaging in this Activity shall have adequate Apron, facilities, and Vehicle parking (all located within close proximity) to accommodate all Activities of the Operator, but not less than the following:
 - 10.3.1.1. Administrative area shall be sufficient to accommodate the administrative functions associated with the Activity and shall include dedicated space for employee offices, work areas, and storage.
 - 10.3.1.2. Sufficient and suitable area for the installation of fluid storage tanks and truck parking to fully accommodate the number of tanks and deicing trucks Operator engages in this activity.

10.4. Aircraft Deicing Fluid (ADF) Storage

- 10.4.1. Operator shall supply and install ADF storage tanks and associated piping in the locations designated in the Jetport's Master Plan and as approved by the City.
- 10.4.2. Operator shall have total minimum storage capacity of two days' supply of ADF for the Aircraft being serviced. In no event shall the storage capacity of the ADF storage facility be less than the minimum required in these Minimum

Standards.

- 10.4.3. Operator shall, at its sole expense, maintain the ADF storage facility and all appurtenances thereto, in a presentable condition consistent with good business practices and equal (or better than) in appearance and character to other similar facilities located at the Jetport.
- 10.4.4. Operator shall demonstrate, to the satisfaction of the City that arrangements/agreements have been made with a reputable ADF supplier/distributor for the delivery of ADF in the quantities that are necessary to meet the requirements set forth herein.
- 10.4.5. Prior to the initiation of any deicing/anti-icing operations (including the storage of materials), the operator shall provide to the Jetport for approval, a written plan demonstrating compliance with the Jetport's Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasure Plan (SPCCP). These documents shall meet all applicable regulatory measures for all ADF storage facilities. The initial copy of the Operator's compliance plan shall be filed with the Airport Director at least 15 days prior to the commencement of operations (including the storage of materials). Documentation providing proof of an annual review of these documents, complete with any changes or revisions, shall be submitted to the Airport Director or an appointed designee, on a schedule not to exceed twelve consecutive calendar months from the previous submittal/review.
- 10.4.6. Operator shall be liable for and shall indemnify the City for all leaks, spills, or other damage that may result through the storage, handling, and dispensing of ADF.
- 10.4.7. Operator shall maintain current ADF reports on file, including total gallons of ADF delivered by type, and make such reports available for auditing at anytime by the Airport Director.

10.5. Deicing/Anti-icing Equipment

- 10.5.1. Air Carrier Aircraft Deicing/Anti-icing Operator shall provide a minimum of five fully functional deicing vehicles during those periods that deicing/anti-icing operations can be expected to take place.
- 10.5.2. Each deicing vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by these minimum standards, and the latest versions/revisions of the following:
 - 10.5.2.1. State of Maine Fire Code, City of Portland Fire Code, and City of South Portland Fire code (Operator shall comply with the most stringent of these codes); National Fire Protection Association (NFPA) Codes; CFR Part 139, Airport Certification; Applicable FAA Advisory Circulars (AC), AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" (including updates), and AC 150/5210-20 "Ground Vehicles on Airports".

10.6. Personnel

- 10.6.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and in proper uniforms at all times, except management and administrative personnel. Uniforms shall identify the name of the Operator (and the employee) and shall be clean, professional, and properly maintained at all times.
- 10.6.2. Operator shall develop and maintain Standard Operating Procedures (SOP)

for aircraft deicing/anti-icing. Operator's SOP shall include a training plan, quality assurance procedures, and record keeping. Operator's SOP shall also address: (1) fire protection; (2) public protection; (3) control of access to ADF storage facilities; and (4) marking and labeling of ADF storage tanks and Vehicles. Operator's SOP shall be submitted to the City no later than 15 days before Operator commences Activities at the Jetport. Inspections shall be conducted by the City on a periodic basis to ensure compliance.

- 10.6.3. Operator shall provide a sufficient number of properly trained and qualified employees, on each shift to be able to expeditiously deice /anti-ice aircraft.

10.7. Hours of Activity

- 10.7.1. Air Carrier Aircraft Deicing/Anti-icing Operator shall be continuously offered and available to meet reasonable demands of aircraft as seasonal weather conditions dictate (typically between October 15 and April 15). These services shall be made available seven days a week (including holidays) from the first flight of the day to the last departing flight of the day. Aircraft deicing/anti-icing shall be available after hours, on-call, with response time not to exceed 45 minutes. Operator shall be capable of providing a response time which prevent unacceptable aircraft delay.

10.8. Areas Designated for Deicing Operations

- 10.8.1. The location for deicing operations is limited as provided under the Portland Jetport's Maine Department of Environmental Protection Multi Sector General Permit for Stormwater Discharge Associated with Industrial Activity. Deicing operations shall only be allowed in areas designated under this permit and are compliant with the permits requirements for aircraft deicing fluid capture.

10.9. Licenses and Certifications

- 10.9.1. Operator shall have and provide to the City evidence of all federal, state, and local licenses and certificates that are required.
- 10.9.2. Operator shall have and provide to the City evidence of compliance with all FAA approved Airline Ground Deicing and Anti-icing Programs.

10.10. Reporting and Billing

- 10.10.1. Operator shall Submit a monthly report of de-icing services, quantities, and fees rendered to the Jetport.

10.11. Insurance

- 10.11.1. Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in the appendix – Schedule of Minimum Insurance Requirements.

10.12. Limitation

- 10.12.1. The provision of deicing and fueling services at the Jetport are subject to the limitation in Section 3.11, Special Rule On De-Icing and Fuel Services.

10A SELF DE-ICING

10A.1 Introduction

- 10A.1.1 All Entities desirous of self de-icing shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self De-Icing Permit.
- 10A.1.2 The following section sets forth the standards prerequisite to an Entity desirous of engaging in Non-Commercial Self De-Icing Activities at the Jetport. Any Entity engaging in such Activities shall also be required to comply with all applicable Regulatory Measures pertaining to such Activities.

- 10A.1.3 In addition to the applicable General Requirements set forth in Section 2, each Entity desirous of engaging in and/or conducting Non-Commercial Self De-Icing Activities at the Jetport shall comply with the following Minimum Standards.

10A.2 Permit/Approval

- 10A.2.1. No Entity shall engage in self de-icing activities unless a valid Non-Commercial Self De-Icing Permit authorizing such Activity has been entered into with the City. Such Entities shall herein be referred to as "Permittees".
- 10A.2.2. The Permit shall not reduce or limit Permittee's obligations with respect to these Self De-Icing Standards, which shall be included in the Permit by reference.
- 10A.2.3. Prior to issuance and subsequently upon request by the City, Permittee shall provide evidence of ownership (and/or lease) of any Aircraft being de-iced by Permittee.

10A.3 Aircraft Deicing Fluid (ADF) Storage

- 10A.3.1. Permittee shall supply and install ADF storage tanks and associated piping in the locations designated in the Jetport's Master Plan and as approved by the City
- 10A.3.2. Permittee shall have total minimum storage capacity of two days' supply of ADF for the Aircraft being serviced. In no event shall the storage capacity of the ADF storage facility be less than the minimum required in these Minimum Standards.
- 10A.3.3. Permittee shall, at its sole expense, maintain the ADF storage facility and all appurtenances thereto, in a presentable condition consistent with good business practices and equal (or better than) in appearance and character to other similar facilities located at the Jetport.
- 10A.3.4. Permittee shall demonstrate, to the satisfaction of the City that arrangements/agreements have been made with a reputable ADF supplier/distributor for the delivery of ADF in the quantities that are necessary to meet the requirements set forth herein.
- 10A.3.5. Prior to the initiation of any deicing/anti-icing operations (including the storage of materials), the Permittee shall provide to the Jetport for approval, a written plan demonstrating compliance with the Jetport's Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasure Plan (SPCCP). These documents shall meet all applicable regulatory measures for all ADF storage facilities. The initial copy of the Permittee's compliance plan shall be filed with the Airport Director at least 15 days prior to the commencement of operations (including the storage of materials). Documentation providing proof of an annual review of these documents, complete with any changes or revisions, shall be submitted to the Airport Director or an appointed designee, on a schedule not to exceed twelve consecutive calendar months from the previous submittal/review.
- 10A.3.6. Permittee shall be liable for and shall indemnify the City for all leaks, spills, or other damage that may result through the storage, handling, and dispensing of ADF.
- 10A.3.7. Permittee shall maintain current ADF reports on file, including total gallons of ADF delivered by type, and make such reports available for auditing at anytime by the Airport Director.

10A.4 Deicing/Anti-icing Equipment

- 10A.4.1. Air Carrier Aircraft Deicing/Anti-icing Permittee shall provide a minimum of one fully functional deicing vehicle during those periods that deicing/anti-icing operations can be expected to take place. Additional vehicles would be required if Permittee intends to deice more than one aircraft concurrently.
- 10A.4.2. Each deicing vehicle shall be equipped and maintained to comply with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by these minimum standards, and the latest versions/revisions of the following:
 - 10A.4.2.1. State of Maine Fire Code, City of Portland Fire Code, and City of South Portland Fire code (Permittee shall comply with the most stringent of these codes); National Fire Protection Association (NFPA) Codes; CFR Part 139, Airport Certification; Applicable FAA Advisory Circulars (AC), AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport" (including updates), and AC 150/5210-20 "Ground Vehicles on Airports".

10A.5 Personnel

- 10A.5.1. Personnel, while on duty, shall be clean, neat in appearance, courteous, and in proper uniforms at all times, except management and administrative personnel. Uniforms shall identify the name of the Permittee (and the employee) and shall be clean, professional, and properly maintained at all times.
- 10A.5.2. Permittee shall develop and maintain Standard Operating Procedures (SOP) for aircraft deicing/anti-icing. Permittee's SOP shall include a training plan, quality assurance procedures, and record keeping. Permittee's SOP shall also address: (1) fire protection; (2) public protection; (3) control of access to ADF storage facilities; and (4) marking and labeling of ADF storage tanks and Vehicles. Permittee's SOP shall be submitted to the City no later than 15 days before Permittee commences Activities at the Jetport. Inspections shall be conducted by the City on a periodic basis to ensure compliance.
- 10A.5.3. Permittee shall provide a sufficient number of properly trained and qualified employees, on each shift to be able to expeditiously deice /anti-ice aircraft.

10A.6 Areas Designated for Deicing Operations

- 10A.6.1 The location for deicing operations is limited as provided under the Portland Jetport's Maine Department of Environmental Protection Multi Sector General Permit for Stormwater Discharge Associated with Industrial Activity. Deicing operations shall only be allowed in areas designated under this permit and are compliant with the permits requirements for aircraft deicing fluid capture. Permittees shall communicate and coordinate deicing operations with all Air Carrier Aircraft Deicing/Anti-Icing Operators (SASO) which may be actively working and managing the designated deicing area.

10A.7 Licenses and Certifications

- 10A.7.1. Permittee shall have and provide to the City evidence of all federal, state, and local licenses and certificates that are required.
- 10A.7.2. Permittee shall have and provide to the City evidence of compliance with all FAA approved Airline Ground Deicing and Anti-icing Programs.

10A.8 Reporting and Billing

- 10A.8.1. Permittee shall Submit a monthly report of de-icing services, quantities, and

fees rendered to the Jetport.

10A.9 Insurance

10A.9.1. Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth in the appendix – Schedule of Minimum Insurance Requirements.

10A.10 Limitations

10A.10.1. Permittees shall be restricted from selling de-icing services to based or transient Aircraft. De-icing of any Aircraft not owned, leased, or operated by and under the full and exclusive control of permittee. Permittee shall constitute a violation of the Permit and shall be grounds for immediate revocation of the Permit.

10A.10.2. Prior to issuance and subsequently upon request by the City, Permittee shall provide evidence of ownership of any Aircraft being deiced.

10A.10.3. For purposes of this rule, “ownership” shall mean: owned, leased, or operated under the exclusive control of permittee.

11. TEMPORARY SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

11.1 Introduction

11.1.1 The City recognizes that Aircraft Operators utilizing the Jetport may require specialized assistance with the maintenance of their Aircraft and or flight training of their pilots. When this assistance is not available at the Jetport through an existing Operator due to either the specialized nature of the maintenance and/or flight training requirements, the City may allow an Aircraft Operator to solicit and utilize the services of a qualified Entity to provide said services.

11.1.2 In addition to the General Requirements set forth in Section 2, each Temporary Specialized Commercial Aeronautical Operator at the Jetport shall comply with the following Minimum Standards.

11.2 Scope of Activity

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

11.3 Permit

11.3.1 Operator shall have the Temporary Permit (issued by the City) prior to engaging in Activity at the Jetport.

11.4 Licenses and Certifications

11.4.1 Operator shall have and provide to the City evidence of all federal, state, and local licenses and certificates that are required.

11.5 Insurance

11.5.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix – Schedule of Minimum Insurance Requirements.

12 COMMERCIAL HANGAR OPERATOR (SASO)

12.1 Definition

12.1.1 A Commercial Hangar Operator is a Commercial Operator that develops, constructs, and/or owns a hangar structure(s) for the sole purpose of subleasing hangar space and associated office or shop space to Entities engaging in Commercial and/or Non-Commercial Aeronautical Activities.

12.1.2 In addition to the General Requirements set forth in Section 2, each Commercial Hangar Operator at the Jetport shall comply with the following Minimum Standards.

12.2 Scope of Activity

12.2.1 Operator shall use the Leased Premises solely to store and maintain Operator and/or Sublessee's Aircraft (and/or sublease associated office and shop space).

12.3 Leased Premises

12.3.1 Operator engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Operator and all approved Sublessees, but not less than the following:

12.3.1.1 Contiguous Land – 32,670 square feet upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.

12.3.1.2 Apron/Paved Tiedown shall be equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of Aircraft, whichever is greater.

12.3.1.3 Hangar(s) – 10,000 square feet (total). The development of commercial hangars at the Jetport shall be limited to the following:

12.3.1.3.1 T-Hangars – a single structure of not less than 5,000 square feet, subdivided and configured to accommodate individual bays for the storage of Aircraft.

12.3.1.3.2 Other hangars (community or executive hangars) – a single structure of not less than 2,500 square feet, completely enclosed.

12.3.1.4 Vehicle Parking shall be sufficient to accommodate customers and employees on a daily basis.

12.4 Insurance

12.4.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in Appendix - Schedule of Minimum Insurance.

13 NON-COMMERCIAL HANGAR OPERATOR

13.1 Definition

- 13.1.1 A Non-Commercial Hangar Operator is an Entity which develops, constructs, owns, or leases a hangar structure(s) for the sole purpose of storing an Aircraft used for Non-Commercial (private or not for hire) purposes only.
- 13.1.2 In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Operator at the Jetport shall comply with the following Minimum Standards.

13.2 Scope of Activity

- 13.2.1 Operator shall use the Leased Premises solely to store and maintain Aircraft owned or leased or operated by (and under the full and exclusive control of) the Operator for Non-Commercial purposes.
- 13.2.2 No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 13.2.3 Operator shall not be permitted to sublease any land or improvements located on the Leased Premises to any Entity for any purpose.

13.3 Leased Premises

- 13.3.1 Operator engaging in this Activity shall have adequate land, Apron, Vehicle parking, and facilities to accommodate all Activities of the Operator, but not less than the following:
 - 13.3.1.1 Contiguous Land – 21,780 square feet upon which all required improvements including, but not limited to, Apron, Vehicle parking, roadway access, landscaping, and all facilities shall be located.
 - 13.3.1.2 Apron or Paved Tiedown – equal to one times the hangar square footage or adequate to accommodate the movement of Aircraft into and out of the hangar and parking of Operator's Aircraft, whichever is greater.
 - 13.3.1.3 Hangar(s) – 5,000 square feet (total). The development of Non-Commercial hangars at the Jetport shall be limited to the following:
 - 13.3.1.3.1 T-Hangars – a single structure of not less than 5,000 square feet, subdivided and configured to accommodate individual bays for the storage of Aircraft.
 - 13.3.1.3.2 Other hangars (community or executive hangars) – a single structure of not less than 2,500 square feet, completely enclosed.
 - 13.3.1.4 Vehicle Parking shall be sufficient to accommodate employees on a daily basis.

13.4 Ownership Structure

- 13.4.1 Hangar development may be accomplished by any Entity, including Associations.
- 13.4.2 Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial hangar facility which shall consist of not less than one individual Executive Hangar or an equal portion of a community (or "common") hangar area which is consistent with the total number of members/shareholders (such area not to be less than 1,000 total square feet).

- 13.4.3 All members/shareholders of the Association shall be declared to the City at the time the application for development and Activity is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as requested by the City from time to time. Association shall appoint (be represented by) one individual. The hangar facilities developed and utilized by the Association shall be exclusively for storage of aircraft owned by the member(s)/shareholder(s) of the Association.
- 13.4.4 The Association may not utilize nor cause the Leased Premises to be utilized for speculative development of either the Leased Premises or the improvements located thereupon.
- 13.4.5 Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association's compliance with these Minimum Standards, and each member/shareholder of the Association shall, upon written request, provide appropriate written confirmation of membership status or share ownership. All Association members/ shareholders declared to the City in accordance with paragraph 12.4.3 hereof shall remain jointly and severally liable to the City for the Association's compliance with these Minimum Standards, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the City.

13.5 Insurance

- 13.5.1 Operator shall maintain, at a minimum, the coverage and limits of insurance set forth in the Appendix - Schedule of Minimum Insurance.

14 SELF-FUELING**14.1 Introduction**

- 14.1.1 All Entities desirous of self-fueling shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit. Those Entities that have leases granting them the rights to perform Commercial fueling are not required to apply for a Non-Commercial Self-Fueling Permit.
- 14.1.2 The following section sets forth the standards prerequisite to an Entity desirous of engaging in Non-Commercial self-fueling activities at the Jetport. Any Entity engaging in such Activities shall also be required to comply with all applicable Regulatory Measures pertaining to such Activities.
- 14.1.3 In addition to the applicable General Requirements set forth in Section 2, each Entity desirous of engaging in and/or conducting Non-Commercial self-fueling activities at the Jetport shall comply with the following Minimum Standards.

14.2 Permit/Approval

- 14.2.1 No Entity shall engage in self-fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such Activity has been entered into with the City. Such Entities shall herein be referred to as "Permittees".
- 14.2.2 The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Fueling Standards, which shall be included in the Permit by reference.
- 14.2.3 Prior to issuance and subsequently upon request by the City, Permittee shall provide evidence of ownership (and/or lease) of any Aircraft being operated (and under the exclusive control of) and fueled by Permittee.

14.3 Reporting

- 14.3.1 Permittee shall report all fuel dispensed during each calendar month and submit a summary report along with appropriate fees and charges due to the City on or before the 10th of each subsequent month.
- 14.3.2 Permittee shall during the term of the Permit and for 3 years thereafter maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records shall be made available for audit to the City or representatives of the City. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges owing the City plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

14.4 Fuel Storage

- 14.4.1 Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel through either an approved FBO at the Jetport or with a reputable off-Jetport aviation petroleum supplier/distributor.
- 14.4.2 Operators authorized to construct or install a self-fuel storage facility at the Jetport shall do so in a centrally located fuel storage area approved by the City and the Fire Department as applicable. In no event shall the total storage capacity be less than:
- 14.4.2.1 12,000 gallons for Jet Fuel storage; or
 - 14.4.2.2 10,000 gallons for Avgas storage
- 14.4.3 Fuel may not be stored on the Leased Premises.

14.5 Fueling Equipment

- 14.5.1 Permittee shall utilize a single refueling Vehicle for each type of fuel to be

dispensed with a minimum capacity of 750 gallons. Avgas refuelers shall have a maximum capacity of 1,200 gallons and Jet refuelers shall have a maximum capacity of 3,000 gallons. All refueling vehicles shall be capable of bottom loading.

- 14.5.2 Each refueling Vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards including without limitation, those prescribed by:
- 14.5.2.1 These Minimum Standards and all other applicable Regulatory Measures;
 - 14.5.2.2 State of Maine Fire Code, City of Portland Fire Code, and City of South Portland Fire Code (FBO shall comply with the most stringent of these codes);
 - 14.5.2.3 National Fire Protection Association (NFPA) Codes;
 - 14.5.2.4 14 CFR Part 139, Airport Certification, Section 139.321 Handling/Storing of Hazardous Substances and Materials Applicable FAA Advisory Circulars (AC), including AC 00-34, "Aircraft Ground Handling and Servicing", and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used On An Airport" (including updates).
- 14.5.3 Prior to transporting fuel onto the Jetport, the Permittee shall provide the City with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the City at least 10 business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be employed by the Permittee to clean up any potentially hazardous fuel spills. The plan shall include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee will contain such a spill. This plan shall also describe, in detail, what methods the Permittee intends to use to prevent any such spill from ever occurring.
- 14.5.4 In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing" (including updates). The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to refueling vehicle storage areas, and (4) marking and labeling of refueling vehicles. The SOP shall be submitted to the Airport Manager not later than 30 business days before the Permittee commences self-fueling at the Jetport. The City shall conduct inspections on a periodic basis to ensure compliance.

14.6 Limitations

- 14.6.1 Permittees shall be restricted from selling and/or dispensing fuels to based or transient Aircraft. Fueling of any Aircraft not owned or leased or operated by (and under the full and exclusive control of) Permittee shall constitute a violation of the Permit and shall be grounds for immediate revocation of the Permit.
- 14.6.2 Prior to issuance and subsequently upon request by the City, Permittee shall provide evidence of ownership or lease (and full and exclusive control) of any Aircraft being fueled.

14.7 Insurance

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

15 COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

15.1 Application

- 15.1.1 Any entity desiring to engage in a Commercial Aeronautical Activity at the Jetport shall submit a written application to the City for a Commercial Aeronautical Activities Permit (Permit).
- 15.1.2 The prospective Operator shall submit all of the information requested on the application form and thereafter shall submit any additional information that may be required or requested by the City in order to properly evaluate the application and/or facilitate an analysis of the prospective operation.
- 15.1.3 To the extent allowed by law, all information contained in an application shall be treated as confidential for discussion between and among the City's representatives, Jetport management, staff, advisors, and the applicant(s).

15.2 Approval

- 15.2.1 Once completed, the application and all accompanying materials shall be submitted to the Airport Manager for review and recommendation.
- 15.2.2 Once recommended for approval by the Airport Manager, the application will be sent to the City for review and approval.
 - 15.2.2.1 No application will be deemed complete that does not provide the City with the information necessary to allow the City to make a meaningful assessment of applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures (including these Minimum Standards, other Primary Guiding Documents, and any other Jetport policies and directives) and be compatible with the Jetport's Master Plan and/or Land Use Plan.
- 15.2.3 Once the City approves the application, a Permit will be issued.

15.3 Permit

15.3.1 Commercial Aeronautical Activities

- 15.3.1.1 The Permit will be valid as long as the Operator meets the following requirements:
 - 15.3.1.1.1 The information submitted in the Application is current. The Operator shall notify the Airport Manager in writing within fifteen (15) days of any change to the information submitted in the Application.
 - 15.3.1.1.2 The Operator is in compliance with all applicable Regulatory Measures including these Minimum Standards, all other Primary Guiding Documents, and any other Jetport policies and directives.
- 15.3.1.2 The Permit may not be assigned or transferred and shall be limited solely to the approved Activity.

15.3.2 Temporary or Special Use Permit

- 15.3.2.1 The Airport Manager may issue a temporary or special use Permit that allows an entity to engage in specific Activities, in designated areas, and only for a specified period of time, not to exceed one year.
- 15.3.2.2 The Permit will be valid only during the time period specified and only as long as the Operator complies with all applicable Regulatory Measures including these Minimum Standards, all other Primary Guiding Documents, and any other Jetport policies and directives.
- 15.3.2.3 The Permit may not be assigned or transferred and shall be limited solely to the approved Activity, the designated area, and the specified time period.

15.4 Existing Operator with an Existing Agreement

15.4.1 No Change in Scope of Activities

15.4.1.1 An existing Operator with an existing Agreement may engage in the Activities permitted under the Agreement without submitting an application for Permit provided that the Operator is in compliance with all applicable Regulatory Measures including these Minimum Standards, all other Primary Guiding Documents, and any other Jetport policies and directives.

15.4.2 Change in Scope of Activities

15.4.2.1 Prior to engaging in any Activity not permitted under the Agreement or changing or expanding the scope of the Activities permitted under the Agreement, the Operator shall submit an application and obtain a Permit prior to engaging in the Activity.

15.5 Non-Commercial Operators

15.5.1 A permit is not required; however, the Operator shall comply with all applicable Regulatory Measures including these Minimum Standards, all other Primary Guiding Documents, and any other Jetport policies and directives.

16 APPENDIX

16.1 Minimum Insurance Requirements

17 ATTACHMENT

17.1 Commercial Aeronautical Activity Permit

PORTLAND INTERNATIONAL JETPORT
COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

A Commercial Aeronautical Activity Permit is required prior to engaging in commercial activities at the Jetport.

- Lessee Sublessee Temporary Special Use

Activity to be conducted (check all that apply):

- Fuel Operator Aircraft Sales
 Aircraft Maintenance Specialized Commercial Aeronautical Operator
 Avionics or Instrument Maintenance Temporary Specialized Aviation Service Operator
 Aircraft Rental/Flying Club/Flight Training Commercial Hangar Developer
 Aircraft Charter/Aircraft Management Aircraft De-icing
 Other: _____

 Applicant's Legal Name

 Applicant's Business Name

 Applicant Address

 Applicant City, State, and Zip

 Applicant E-mail

 Applicant Telephone

 Primary Contact for this Application

 Primary Contact E-mail

 Primary Contact Telephone

**PORTLAND INTERNATIONAL JETPORT
COMMERCIAL AERONAUTICAL ACTIVITY PERMIT**

List the names, addresses, telephone, fax, and e-mail of all owners of 5% or more of the equity interest, management control, or debt of applicant. (Attach additional sheets if necessary).

Owner One: Name	
Owner One: Address	
Owner One: City, State, and Zip	
Owner One: Telephone	Owner One: E-mail

Owner Two: Name	
Owner Two: Address	
Owner Two: City, State, and Zip	
Owner Two: Telephone	Owner Two: E-mail

Owner Three: Name	
Owner Three: Address	
Owner Three: City, State, and Zip	
Owner Three: Telephone	Owner Three: E-mail

**PORTLAND INTERNATIONAL JETPORT
COMMERCIAL AERONAUTICAL ACTIVITY PERMIT**

The applicant hereby requests that the privilege of conducting commercial aeronautical activities at the Jetport be granted to the applicant by the Jetport and in consideration of this request being granted agrees to the following:

- Fee Payment: The applicant agrees to pay all applicable rents, fees, and other charges including late fees interest and penalties without deduction or offset of any kind.
- Permit Limitations: This permit may not be assigned or transferred and is limited to engaging in the approved Activity in the location designated and only for the time specified.
- Information Changes: The applicant shall notify the Airport Director in writing within 15 days of any change to the information provided on this form.
- Insurance: The applicant shall maintain all required insurance coverages pursuant to the Jetport's Minimum Standards.
- Indemnification: The applicant shall indemnify the City pursuant to the Jetport's Minimum Standards.
- Compliance with Regulatory Measures: The applicant shall comply with all applicable Regulatory Measures.

The undersigned applicant certifies they are authorized to sign for the business and agrees to abide by all the terms and conditions under which this request is being granted.

Submitted by (Signature)

Date

Submitted by (Print Name)