

# **General Aviation Minimum**

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## **Standards**

***Port of Portland***

***Troutdale Airport***

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**DEFINITIONS**

The terms identified and defined in the Port of Portland (Port) Ordinance 423-R, whenever used in the Port's General Aviation Minimum Standards (Minimum Standards) shall be construed as defined therein unless from the context a different meaning is specifically defined in the Minimum Standards.

All defined words are capitalized throughout the Port's Minimum Standards.

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

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

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

**Agreement** A written contract executed by both parties, enforceable by law, between the Port and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing the conduct of certain use of Airport facilities.

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

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

**Aircraft** Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance primarily used as safety equipment. Examples include airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

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

Group I: Up to but not including 49 feet.

Group II: 49 feet up to but not including 79 feet Group III: 79 feet up to but not including 118 feet Group IV: 118 feet up to but not including 171 feet Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

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

Aircraft Operator Any person in physical control of an Aircraft.

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

Airport For the purposes of these Minimum Standards, "Airport" shall mean Troutdale Airport including all facilities and roads located at or on such airports.

Airport Assurances Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus real Property.

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

Applicant A party desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Apron The defined area of the Airport or Leased Premises intended to accommodate an Aircraft for the purpose of loading and unloading passengers or cargo, for refueling or maintenance, or for parking.

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

Based Aircraft Any Aircraft with an assigned Tiedown or hangar space at or on the Airport whose owner or operator is utilizing the Airport as a base of operation.

Board of Commissioners (Commission) The Port is governed by a Commission consisting of nine commissioners appointed by the Governor of Oregon and ratified by the Oregon Senate.

Business Day Monday through Friday, except those holidays on which the Port's Airport administrative office is closed.

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

**Operator or Tenant.**

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

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

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

**Courtesy Vehicle** Any Commercial Ground Transportation Vehicle utilized by a hotel, motel, car rental company, parking facility, or other business to transport Airport Customers and their baggage and goods to and from the Airport without direct or indirect charge to Airport Customers.

**Department of Homeland Security (DHS)** A single, integrated executive department (combining federal, state, and local responsibilities) focused on protecting the American people and their homeland. It was established by the Homeland Security Act of 2002.

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

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

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

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

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

**Federal Aviation Administration (FAA)** The federal agency responsible for the safety and efficiency of aviation operations.

**Federal Aviation Regulation (FAR)** Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. Compliance with FARs is mandatory. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).

## DEFINITIONS

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

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

Flight Training Any use of an Aircraft to increase or maintain pilot or crewmember proficiency, including initial flight training.

Foreign Object Debris (FOD) Any object located in an inappropriate location in the airport environment that has the capacity to injure airport or airline personnel or damage aircraft.

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

General Aviation That portion of civil aviation that encompasses all facets of aviation, except Air Carriers holding a certificate of public convenience and necessity.

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

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

Lessee An entity that has entered into an Airport Agreement to occupy, use, and/or develop land and/or Improvements.

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

Master Plan An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective, adopted by the Port, and approved by the FAA. The ALP is a part of the Master Plan.

National Fire Protection Association (NFPA) All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

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

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

Operator An entity that has entered into an Airport Agreement or Permit with the Port to occupy, use, and/or develop land and/or Improvements in order to engage in commercial



**Aeronautical Activities at the Airport.**

**Owner** The person or entity with exclusive dominion and control over the continuous use of an aircraft for long periods of time.

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

**Permit** A license issued by the Port to a person authorizing conduct of certain activities. **Permits** include, but are not limited to, an approved Commercial Aeronautical Activity Permit and Tenant Construction Permit.

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

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

**Property** Any tangible or intangible possession that is owned by an entity or a person.

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

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

**Regulatory Measures** Federal, state, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, TSA, EPA, DHS, NFPA, and the Port's Minimum Standards; all as may be in existence, hereafter enacted, and amended from time to time.

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

**Rules** Rules of the Port, properly adopted by the Commission of the Port, as may be amended from time to time.

**Security Plan** A document developed by Operators and Tenants to ensure the safety and security of people and Property at the Airport.

**Self-Fueler** An entity engaging in Non-Commercial Self-Fueling activities.

**Self-Fueling** The fueling of an Aircraft by the Owner of the Aircraft, or the Owner's Employee, using the Owner's Vehicles, Equipment, and resources.

**Self-Service** The servicing of an Aircraft by the Owner of the Aircraft or the Owner's Employee, using the Owner's Vehicles, Equipment, and resources.

**Self-Service Fueling** The fueling of an Aircraft by the pilot using commercial (self-serve) Fuel pumps installed specifically for this purpose.

**Specialized Aviation Service Operator (SASO)** A commercial Operator that provides any one or a combination of commercial Aeronautical Activities with the exception of Aircraft

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## DEFINITIONS

**Fuels and passenger, crew, and Aircraft ground services, support, and amenities** (as described in section 3.2.2.2). Examples include Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, etc.

**Spill Prevention, Control, and Countermeasures Plan (SPCC)** A contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.

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

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

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

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

**Taxiway** A defined path, usually Paved, designated for the taxiing of Aircraft from one part of the Airport to another.

**Tenant** Any person or business leasing or renting space at the Airport, including but not limited to, Concessionaires.

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

**Through-the-Fence** Having direct access to the Airport from private real Property located contiguous with the Airport. Through-the-fence Operators, while being located off-Airport Property, have access to the Airport's runway and Taxiway system.

**Transient Aircraft** Any Aircraft utilizing the Airport for occasional transient purposes that is not based at the Airport.

**Transportation Security Administration (TSA)** The federal agency within the U.S. Department of Homeland Security that was created by the Aviation and Transportation Security Act to regulate transportation security.

**Turbofan Aircraft** An Aircraft that utilizes a turbojet engine in which a fan supplements the total thrust by forcing air directly into the hot turbine exhaust.

**Turbojet Aircraft** An Aircraft that utilizes a jet engine(s) that has (have) a turbine driven compressor and develops thrust from the exhaust of hot gases.

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

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

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

1.1.1. The purpose of these Minimum Standards is to “promote safety in all Airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users and promote the orderly development of airport land and ensure efficiency of airport operations” as outlined in FAA Advisory Circular 150/5190-7.

1.1.1.1. To this end, all qualified and experienced entities desirous of engaging in General Aviation Aeronautical Activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.

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

1.1.3. SASOs may, subject to availability: (a) Sublease Improvements from a FBO, (b) Sublease Improvements from another SASO, (c) lease Improvements from the Port, or (d) lease land from the Port and submit a request in writing to the Port to develop Improvements on such land.

**1.2 Applicability**

1.2.1. These Minimum Standards specify the standards and/or requirements that must be fully complied with by any entity desirous of engaging in General Aviation Aeronautical Activities at the Airport.

1.2.1.1. Throughout these Minimum Standards, the words “standards” or “requirements” shall be understood to be modified by the word “minimum” except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, subject to oversight by the FAA for compliance with Airport Assurances or regarding compliance with such standard or requirement, shall be made by the Port. All entities may exceed the applicable minimum standards and/or requirements as market conditions dictate. No entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the Port's discretion, comply with these Minimum Standards.

1.2.2. These Minimum Standards shall apply to any new Airport Agreement, Permit, or any amendment to any existing Airport Agreement or Permit relating to the leasing and/or occupancy of Airport land or Improvements

for General Aviation Aeronautical Activities. If an entity desires, under the terms of an existing Airport Agreement or Permit, to change its Aeronautical Activities, as a condition of its approval of such change, the Port may require the entity to fully comply with these Minimum Standards.

1.2.2.1. These Minimum Standards shall not affect any Airport Agreement or Permit executed prior to the adoption of these Minimum Standards except as provided for in such Airport Agreement or Permit.

1.2.2.2. These Minimum Standards shall not modify any existing or future Airport Agreement or Permit pursuant to which an entity is required to exceed these Minimum Standards.

### **1.3 Governing Body**

1.3.1. Troutdale Airport (Airport) is owned and operated by the Port and governed by and through its Board of Commissioners (Commission). The authority to: (a) grant the occupancy and commercial use or development of land or Improvements at the Airport, (b) grant the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and (c) approve, adopt, amend, or supplement any Airport Agreement, policy, or practice relating thereto, including the Port's Minimum Standards, is expressly reserved to the Port.

### **1.4 Authority to Adopt**

1.4.1. The Port's Minimum Standards are promulgated in accordance with Section 4.2 of Port Ordinance 423-R.

### **1.5 Effective Date**

1.5.1. The Port's Minimum Standards shall be in effect and shall remain in effect, unless repealed by the Port, from the date of adoption by the Port.

### **1.6 Documents Included by Reference**

1.6.1. By reference, these Minimum Standards include all of the provisions and definitions contained in any Airport Rules and in Port Ordinance 423-R of the Port, as they may be amended or promulgated from time to time.

### **1.7 Airport Assurances**

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

### **1.8 Subordination**

1.8.1. The Port's Minimum Standards are subject and subordinate to the provisions of any Airport Agreements between the Port and the State of Oregon or the United States pertaining to the planning, development,

operation, and management of the Airport and are specifically subordinated to, and shall be construed in accordance with, the Airport Assurances.

**1.9 Compliance with Regulatory Measures and Airport Agreements**

1.9.1. Compliance with the Port's Minimum Standards shall not excuse any entity from full and complete compliance with any responsibility or obligation including any payment or performance to the Port required under any Airport Agreement or Permit.

**1.10 Conflicting Regulatory Measures and Airport Agreements**

1.10.1. If a provision of the Port's Minimum Standards is found to be in conflict with any other applicable Regulatory Measure, or any provision of an existing Airport Agreement or Permit (if provided for in the Airport Agreement or Permit) or future Airport Agreement or Permit, the provision that establishes the higher or stricter standard shall prevail.

**1.11 Repeal of Regulatory Measures**

1.11.1. All Minimum Standards previously enacted that is in conflict with these Minimum Standards is hereby repealed to the extent of the conflict.

**1.12 Right to Self-Service**

1.12.1. An Aircraft Owner may perform services on his/her own Aircraft utilizing the Aircraft Owner's Vehicles, Employees, and Equipment. An Aircraft Owner is permitted to service his/her own Aircraft provided there is no attempt to perform such services for others for Compensation or hire and further provided that such right is conditioned upon compliance with the Port's Minimum Standards and all applicable Regulatory Measures.

1.12.1.1. If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have his/her Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to provide such services at the Airport under an Airport Agreement or Permit with the Port.

**1.13 Prohibited Activities**

1.13.1. Through-the-Fence Aeronautical Activities are prohibited at the Airport.

**1.14 Severability**

1.14.1. If one or more clauses, sections, or provisions of the Port's Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of the Port's Minimum Standards. If the application of any sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases of the Port's Minimum Standards, or any part thereof, to any Leased Premises, Improvement, sign, other structure, or

parcel of land is found to be invalid or ineffective in whole or in part by any Agency or court of competent jurisdiction, the effect of such decision shall be limited to the Leased Premises, Improvement, sign, other structure, parcel of land, or situation immediately involved in the controversy, and the application of any such sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases to other Leased Premises, Improvements, signs, other structures, parcels of land, or situations shall not be affected.

- 1.14.2. This section shall apply to the Port's Minimum Standards as they now exist and as they may exist in the future, including all modifications thereof and additions and amendments thereto.

### **1.15 *Notices, Requests for Approval, Applications, and Other Filings***

- 1.15.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Port and any notice or communication required or permitted to be given or filed with any current or prospective Operator or Tenant pursuant to the Port's Minimum Standards shall be in writing, signed by the party giving such notice, and shall be sent by United States certified mail (return receipt requested) or by hand (confirmed by dated and signed receipt) and shall be deemed to have been given three days after the date such notice is deposited with the United States Post Office (postage prepaid, return receipt requested, certified mail) or the actual date of hand delivery to the Port, Operator, or Tenant to the last address previously furnished by the parties.

### **1.16 *Amendments***

- 1.16.1. From time to time and in such a manner and to such extent as is deemed appropriate by the Port, the Port may supplement, amend, or modify its Minimum Standards and/or the Port may issue special rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions. Except in cases where an immediate change is necessary, the Port will provide advance notification of any substantial changes to its Minimum Standards to Airport tenants.

### **1.17 *Variance or Exemption***

- 1.17.1. The Port has the right, but is not obligated, to approve variances or exemptions to the Port's Minimum Standards when a specific clause, section, or provision of the Port's Minimum Standards may not be justified in a particular case because of special conditions or unique circumstances. The Port will make any determinations on whether to grant or withhold a variance in a non-discriminatory manner.
- 1.17.2. Prior to approving or denying variances or exemptions, the Port shall conduct a review of all relevant information to include those items described in Section 1.17.5 of these Minimum Standards as well as any other relevant information that may be requested or required by the Port.
- 1.17.3. Approval or denial by the Port of a variance or exemption shall be

provided in writing. Any denial shall include the reasons for such denial.

1.17.3.1. If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.

1.17.3.2. An approval by the Port of a variance or exemption shall not serve to amend, modify, or alter the Port's Minimum Standards.

1.17.3.3. Requests for variance or exemption can also be denied in accordance with Section 1.18 of these Minimum Standards.

1.17.4. When a specific product, service, or facility is not currently being provided at the Airport, the Port may enter into an Airport Agreement or Permit with an Operator under terms and conditions that may be less than those outlined in the Port's Minimum Standards for a limited period of time known as an introductory period. The duration of the introductory period shall be specified in the Airport Agreement or Permit.

1.17.5. Requests for variance or exemption shall be submitted in writing to the Port and must state the specific clause(s), section(s), or provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason for the proposed variance or exemption, identify the anticipated impact on the Airport (and other entities including Operators and Tenants at the Airport, users of the Airport, and the public), and identify the duration of the proposed variance or exemption.

1.17.5.1. Each variance or exemption shall be requested and approved or denied separately.

### **1.18 Grounds for Denial**

1.18.1. The Port may reject any proposal, request for variance or exemption, or any application for any one or more of the following reasons as determined in the sole discretion of the Port. In the case of a rejection, the Port shall provide to the applicant a written statement citing the reasons for the rejection.

1.18.1.1. The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Port as determined by the Port in its sole discretion.

1.18.1.2. The proposed Aeronautical Activities and/or Improvements will create a safety or security hazard at or on the Airport.

1.18.1.3. The Port would be required to expend funds and/or supply labor and/or materials in connection with the proposed Aeronautical Activities and/or Improvements that the Port is unwilling and/or unable to expend or supply.

1.18.1.4. The proposed Aeronautical Activities and/or Improvements will result in a financial loss or hardship to the Port or the Airport.

- 1.18.1.5. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed Aeronautical Activity at the time the proposal or application are submitted, nor is such availability contemplated within a reasonable period of time.
- 1.18.1.6. The proposed Aeronautical Activities and/or Improvements are not consistent with the Master Plan of the Airport and/or the ALP currently in effect or anticipated to be in effect within the period of time proposed by the entity.
- 1.18.1.7. The development or use of the land requested by the entity will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the Port, unduly interfere with Aeronautical Activities of any existing Operator or Tenant on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator or Tenant.
- 1.18.1.8. The entity has intentionally or unintentionally misrepresented or omitted a material fact in a proposal, on an application, and/or in supporting documentation.
- 1.18.1.9. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- 1.18.1.10. The entity or an officer, director, agent, representative, shareholder, or Employee of the entity has a record of violating the Regulatory Measures of the Port, any other airport sponsor, the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Aeronautical Activity.
- 1.18.1.11. The entity or an officer, director, agent, representative, shareholder, or Employee of the entity has ever defaulted in the performance of any Airport Agreement, Permit, or Sublease at the Airport or at any other airport.
- 1.18.1.12. The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake the proposed Aeronautical Activity.
- 1.18.1.13. The entity cannot obtain a bond or insurance in the type and amounts required by the Port for the proposed Aeronautical Activity.
- 1.18.1.14. The entity or an officer or director of Applicant has a record of violating federal, state, or local Regulatory Measures including those established by the FAA, the State of Oregon, the Port or any other airport owner/operator.
- 1.18.1.15. The entity's proposed Aeronautical Activity has been or could be detrimental to the Airport, the Operators or Tenants at the Airport, the users of the Airport, or the public.
- 1.18.1.16. The entity seeks terms and conditions which are inconsistent



with the Port's policies and/or as stated in any request for qualifications and/or proposals issued by the Port.

- 1.18.1.17. The entity's interests and/or the proposed Aeronautical Activity or use is inconsistent with the Airport's mission, vision, values, goals, or objectives, the best interest of the Port, or Airport Assurances.

### **1.19 Disputes**

- 1.19.1. A party aggrieved by a decision of the Port may appeal such decision in writing to the Director of Aviation. Such appeal must be made within seven (7) calendar days of the decision being appealed.

The Director of Aviation, or his or her delegate, will respond to the appeal within thirty (30) calendar days of the appeal being received. The response will either reject the appeal or set a hearing within thirty (30) calendar days of the response. The hearing will be presided over by the Director of Aviation or his or her delegate. The hearing shall be informal and shall be designed to ascertain material facts accurately and expeditiously. The Port shall have the burden to defend the decision appealed during the hearing. Within thirty (30) calendars following the hearing, the Director of Aviation will issue a final decision in response to the appeal. This decision will be final.

### **1.20 Exclusive Rights**

- 1.20.1. In accordance with the Airport Assurances given to the federal government by the Port as a condition to receiving federal funds, the granting of rights or privileges to engage in commercial or Non-Commercial Aeronautical Activities shall not be construed in any manner as affording any entity any Exclusive Right, other than the exclusive use of an entity's Leased Premises and then only to the extent provided in the entity's Airport Agreement or Permit.

- 1.20.1.1. The presence on the Airport of only one entity engaged in a particular Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the practice of the Port not to enter into or promote an understanding, commitment, or express Airport Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Airport Agreement or Permit with the Port should neither expect nor request that the Port exclude others who also desire to engage in the same or similar Aeronautical Activities. The opportunity to engage in an Aeronautical Activity shall be made available to those entities who are qualified and experienced and who comply with the requirements set forth in these Minimum Standards. In addition, space must be available at the Airport to support such Aeronautical Activities provided the use of the space

and the Aeronautical Activity is consistent with then current Airport Layout Plan or Master Plan for the Airport and is in the best interest of the Port and the general public, as determined by the Port in its sole discretion.

### **1.21 Rights Reserved**

- 1.21.1. In addition to the following rights and privileges, the Port reserves the rights and privileges outlined under federal Airport Assurances as such rights and privileges may be amended from time to time.
  - 1.21.1.1. The Port reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
  - 1.21.1.2. The Port further reserves the right to designate specific areas at the Airport for Aeronautical Activities in accordance with the currently adopted ALP as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future Aeronautical Activities and the land and/or Improvements that may be available and/or used for specific Aeronautical Activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
  - 1.21.1.3. The ALP reflects an agreement with the FAA regarding the proposed allocation of land and/or Improvements at the Airport to specific uses and/or development. It is the practice of the Port that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the Port's Minimum Standards shall require or obligate the Port to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Operator or Tenant.
  - 1.21.1.4. The Port reserves the right to develop and make any Improvements and/or repairs to the Airport that it deems necessary. Except in cases determined by the Port to constitute an emergency, the Port will provide advance notice of the date and time to impacted parties that such development, Improvements, and/or repairs will be made. The Port shall not be obligated to reimburse or compensate any Operator, Tenant, or any other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
  - 1.21.1.5. The Port reserves the right to prohibit any entity from using the Airport, engaging in Aeronautical Activities at the Airport, and/or revoke or suspend any privileges granted to any entity upon

determination by the Port that such entity has not complied with the Port's Minimum Standards, applicable Regulatory Measures, regulations or directives issued by the Port, or has otherwise jeopardized the safety or security of entities utilizing the Airport or the land and/or Improvements located at the Airport.

- 1.21.1.6. During time of war or national emergency, the Port shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, any Airport Agreement between the Port and an Operator or Tenant, insofar as it is inconsistent with the agreement between the Port and the United States Government, shall be suspended, without any liability on the part of the Port to the Operator or Tenant or of the Operator or Tenant to the Port.
- 1.21.1.7. The Port will not relinquish the right to take any action the Port considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity from erecting or permitting to be erected any facility or other structure that might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 1.21.1.8. The Port will not waive any sovereign, governmental, or other immunity to which the Port may be entitled nor shall any provision of any Airport Agreement or Permit be so construed or that would require the Port to submit to the laws of any state other than those of the State of Oregon.
- 1.21.1.9. The Port is under no obligation to provide financing and/or make any Improvements to land and/or Improvements at the Airport to facilitate any development or consummate any Airport Agreement or Permit proposed by a current or prospective Operator or Tenant. The Port is under no obligation to: (a) pursue federal, state, or other funds to contribute to such development or (b) provide matching funds if required to secure such funding.
- 1.21.1.10. The Port reserves the right to take such reasonable actions as it may deem necessary, appropriate, and/or in the best interest(s) of the Port and the public including preserving the assets of the Port, protecting the safety and security of the people who work at and use the Airport, and maintaining the integrity of the Port's goals, or objectives.

**2. GENERAL REQUIREMENTS****2.1 Introduction**

- 2.1.1. All entities engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements of these Minimum Standards.

**2.2 Experience/Capability**

- 2.2.1. All entities shall, in the judgment of the Port, demonstrate before commencement of the term of the Airport Agreement or Permit with the Port, the financial and technical capability of developing and maintaining the required Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required personnel; and engaging in the Aeronautical Activity.
- 2.2.2. All Operators shall, in the judgment of the Port, demonstrate before and throughout the term of the Airport Agreement or Permit with the Port, the capability of consistently providing the required products, services, and facilities and engaging in the required Aeronautical Activities in a safe, secure, and workmanlike manner in service to and to the benefit of the general public.

**2.3 Airport Agreement or Permit Approval**

- 2.3.1. No entity shall engage in an Aeronautical Activity unless the entity has an Airport Agreement or Permit with the Port authorizing such Aeronautical Activity or the entity has received written approval from the Port to Sublease land or Improvements from an authorized Operator and engage in the authorized Aeronautical Activity at the Airport.
- 2.3.2. Entities that have been invited by an authorized Operator to engage in Aeronautical Activity on the Operator's Leased Premises as a subcontractor to the Operator are not required to have an Agreement with the Port. In such case, the entity and entity's personnel shall fully comply with all applicable provisions of the Minimum Standards and any other Regulatory Measures. The Operator inviting said entity shall be responsible for that entity's compliance with all Regulatory Measures and the costs and liabilities associated with any non-compliance.

**2.4 Payment of Rents, Fees, and Charges**

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

**2.5 Leased Premises**

- 2.5.1. Entity shall lease or Sublease sufficient land and/or lease, Sublease, or construct sufficient Improvements for the Aeronautical Activity as required

in these Minimum Standards.

2.5.1.1. Improvements shall fully comply with all applicable Regulatory Measures including, but not limited to, drainage, building and other setbacks, and Vehicle parking.

2.5.1.2. Construction of any Improvements must be approved in advance by the Port (a Tenant Construction Permit must be obtained) and approved by any federal, state, or local Agency having jurisdiction.

2.5.1.3. Leased Premises that are used for commercial purposes that require public access shall have landside access.

**2.5.2. Apron/Paved Tiedowns**

2.5.2.1. If required, Aprons/Paved Tiedowns must be adequate size and weight bearing capacity to accommodate the movement, staging, and parking of Operators', Operators' Sublessees', and customers' Aircraft including having the capacity to accommodate the number, type, size, and weight of the Aircraft without interfering with the movement of Aircraft: (a) in and out of other facilities and/or (b) operating to, from, or on Taxilanes, Taxiways, or unassigned Apron areas.

2.5.2.2. Aprons associated with hangars shall be equal to one times the hangar square footage and be able to accommodate the movement of Aircraft into and out of the hangar and the staging and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft: (a) in and out of other facilities and/or (b) operating to, from, or on Taxilanes, Taxiways, or unassigned Apron areas. If these conditions cannot be met, additional Apron area, as determined cooperatively by the Port and the affected operator, sufficient to accommodate such movement, will be required.

**2.5.3. Vehicle Parking**

2.5.3.1. Paved Vehicle parking shall be sufficient to accommodate all entity's and entity' Sublessees' (if Subleasing facilities) customers', Employees', visitors', vendors', suppliers', or contractors' Vehicles and Equipment on a daily basis.

2.5.3.2. Paved Vehicle parking shall be on entity's Leased Premises and located in close proximity to entity's primary facility.

2.5.3.3. On-street Vehicle parking is not allowed.

**2.6 Facility Maintenance**

2.6.1. Entity, at its sole cost and expense, shall:

2.6.1.1. Maintain the Leased Premises including all related or associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and security improvements in a reasonably clean, neat, orderly, and fully operational condition with

appearance and character comparable to similar Improvements on the Airport, and in an operational condition sufficient to perform the Aeronautical Activity.

2.6.1.2. Provide all necessary cleaning services for its Leased Premises, including janitorial and custodial services, trash removal services, removal of Foreign Object Debris from the Apron, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in good, clean, neat, and orderly condition, and in sufficiently operational condition to perform the Aeronautical Activity.

2.6.1.3. Replace, in like kind, or in the Port's sole discretion reimburse the Port for, any Port-owned Property damaged by entity, its activities, Sublessees, customers, Employees, visitors, vendors, suppliers, or contractors.

## **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 Airport users.

2.7.2. Operator shall charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

2.7.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.

2.7.2.1.1. Operator shall provide a schedule of pricing for product, services, and facilities when requested by the general public or the Port. The schedule of pricing shall identify any discounts, rebates, and other price reductions offered by the Operator.

2.7.3. Operator shall conduct its Aeronautical Activities in a safe, secure, and workmanlike manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable products, services, and facilities and/or engaging in similar Aeronautical Activities in similar markets.

2.7.4 Operator shall promptly respond to any customer complaints and/or disputes.

## **2.8 *Multiple Aeronautical Activities***

2.8.1. When more than one Aeronautical Activity is conducted at the Airport, the minimum standards or requirements shall be established by the Port.

2.8.2. The minimum standards or requirements for combined Aeronautical Activities shall not be:

2.8.2.1. Less than the highest standard or requirement for each element

(e.g., land, hangar, office, shop, etc.) within the combined Aeronautical Activities, or

2.8.2.2. greater than the cumulative standards or requirements for all of the combined Aeronautical Activities.

## **2.9 Non-Discrimination**

2.9.1. Operator for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Airport for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation", and as said regulations may be amended.

2.9.2. Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and, (c) that Operator shall use the facilities in compliance with all other requirements imposed by or pursuant to 49 CFR 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation", and as said regulations may be amended.

2.9.3. Operator assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. These provisions obligate Operator or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates Operator or any transferee for the longer of the following periods: (a) the period during which the property is used by the Port or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the Port or any transferee retains ownership or possession of real Property.

2.9.4. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. In addition, Operator agrees that, whether or not an Airport Agreement is conducted

with, or benefits from, federal assistance, it shall in all matters pertaining to the performance of a lease conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed, sexual preference, marital status, national origin, or the presence of any sensory, mental or physical handicap. Operator will maintain open hiring and employment practices and will welcome applications for employment in all positions from all qualified individuals.

- 2.9.5. It is the policy of the DOT that disadvantaged business enterprises, as defined in the Airport and Airway Improvement Act, as amended, and as implemented by the federal regulations, shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR 23.5. Consequently, leases are subject to 49 CFR 23, as applicable.
- 2.9.6. Operator will, at the timely request of the Port, provide any information needed in preparation of necessary reports, forms, documents and other data relative to equal employment.
- 2.9.7. Operator hereby assures that it will include the above clauses in any Subleases approved by the Port and cause Sublessees to similarly include clauses in further Subleases.

## **2.10 Licenses, Permits, Certifications, and Ratings**

- 2.10.1. Entity shall obtain, at entity's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of entity's Aeronautical Activities at the Airport as required by the Port or any other duly authorized Agency prior to engaging in any Aeronautical Activity at the Airport. Upon request, entity shall provide copies of such licenses, permits, certifications, or ratings to the Port within 10 Business Days.

## **2.11 Personnel**

- 2.11.1. Operator shall employ a qualified, experienced and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Aeronautical Activities.
- 2.11.2. Operator shall ensure that a manager or management representative is on-call and available to respond within a reasonable time frame when off-site.
- 2.11.3. Operator shall have in its employ properly trained and qualified personnel in such numbers as are required to fully comply with these Minimum Standards and to meet the reasonable demands of customers for each Aeronautical Activity being conducted by Operator in a safe, secure and workmanlike manner.
- 2.11.4. Operator shall control the conduct and appearance of Operator's Employees. It shall be the responsibility of Operator to maintain close supervision over its Employees to ensure that Operator's Aeronautical



Activities are provided in a safe, secure, and workmanlike manner.

- 2.11.5. Operator shall control the conduct, demeanor, and appearance of Operator's Employees. It shall be the responsibility of Operator to maintain close supervision over its Employees to ensure that quality products, services, and facilities are provided in a safe, secure, efficient, courteous, prompt, and workmanlike manner.
- 2.11.6. Operator shall require that personnel obtain, at Operator's or Employee's sole cost and expense, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of Operators Aeronautical Activities at the Airport as required by the Port or any other duly authorized Agency prior to personnel engaging in any Aeronautical Activity at the Airport. Upon request, Operator or Employee shall provide copies of such licenses, permits, certifications, or ratings to the Port within 10 Business Days.

## **2.12 Aircraft, Equipment, and Vehicles**

- 2.12.1. Operator shall have the Aircraft, Vehicles and/or Equipment necessary to operate its Aeronautical Activities and shall make all reasonable efforts to keep such Aircraft, Vehicles and/or Equipment operable and capable of providing all required products and services at the hours and in a manner consistent with their intended use.

## **2.13 Hours of Activity**

- 2.13.1. Operator hours of activity and contact information for after hours service shall be made available to the Public.
- 2.13.2. Unless otherwise stated in these Minimum Standards, Operator's services shall be continuously offered and available to meet reasonable demand of customers for the Aeronautical Activity between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

## **2.14 Security**

- 2.14.1. In addition to any security plan or security requirements mandated by the FAA, DHS, and/or TSA, entity shall comply with the Port's written security requirements and/or best management practices as applicable to secure General Aviation operations.
- 2.14.2. Entity shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Port including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals.
- 2.14.3. Entity shall develop and maintain a Security Plan based on the general guidelines provided by the Port.
- 2.14.4. Entity's Security Plan shall be submitted to the Port for review no later than 20 Business Days before entity is scheduled to commence Aeronautical Activities at the Airport and it shall be resubmitted any time

changes are made.

2.14.4.1. Entities that are required to comply with a TSA security program shall confirm to the Port that it is in compliance with all applicable requirements of the program by providing a written certification to the Port.

2.14.5. Entity must comply with all applicable reporting requirements established by the Port, FAA, DHS, TSA, any other governmental Agencies, and/or any law enforcement Agencies.

## **2.15 Taxes**

2.15.1. Entity shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to entity's Leased Premises and/or entity's Aeronautical Activities at the Airport.

## **2.16 Insurance**

2.16.1. Entity shall procure, maintain, and pay all premiums throughout the term of its Airport Agreement or Permit for the insurance coverages and amounts required by Regulatory Measures and set forth in Exhibit A (Minimum Insurance Requirements) of these Minimum Standards for each Aeronautical Activity conducted. The insurance company or companies underwriting the required policies shall be licensed (with a Best rating of A minus) or authorized to write such insurance in the State of Oregon or be approved in writing by the Port.

2.16.1.1. When coverages and/or the amounts set forth in Exhibit A are not commercially available, appropriate replacement coverages and/or amounts must be approved at least 40 Business Days in advance by the Port.

2.16.1.2. The Port reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

2.16.2. When entity engages in more than one Aeronautical Activity, the minimum coverages and amounts shall be established by the Port and may vary depending upon the nature of each Aeronautical Activity or combination of Aeronautical Activities, but shall not necessarily be cumulative.

2.16.2.1. While it may not be necessary for entity to procure and maintain insurance for the combined total of the minimum requirements of each Aeronautical Activity, entity shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as established by the Port.

2.16.3. All liability insurance, which entity is required to carry and keep in full force and effect, shall name the Port and the Airport, individually and collectively, and their commissioners, directors, officers, Employees, agents, and volunteers as additional insured.

- 2.16.4. Liability policies shall address the following provisions.
- 2.16.4.1. Such insurance shall name "The Port of Portland and Troutdale Airport, individually and collectively, and their commissioners, directors, officers, Employees, agents, and volunteers", to be covered as additional insured with respect to: liability arising out of Aeronautical Activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or Vehicles, Equipment, or Aircraft owned, leased, hired, or borrowed by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by Agent or the Port.
  - 2.16.4.2. Such insurance, as to the interest of the Port only, shall not be invalidated by any act or neglect or breach of contract of entity. Entity'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.
  - 2.16.4.3. No insurance policy may be canceled, materially revised, or non-renewed without at least 30 calendar days prior written notice being given to the Port. Insurance must be maintained without any lapse in coverage during the Airport Agreement or Permit.
- 2.16.5. Certificates of Insurance for the insurance coverages required by Regulatory Measures and set forth in these Minimum Standards for each Aeronautical Activity shall be delivered to the Port upon execution of any Airport Agreement, Permit, or when approval is given by the Port to engage in commercial or Non-Commercial Aeronautical Activities at the Airport. Thereafter, entity shall maintain a current Certificate of Insurance with the Port and provide a copy of the policy upon request. In addition, 30 calendar days prior to any change or renewal (e.g., changing underwriters, coverages, or amounts), entity shall furnish a Certificate of Insurance reflecting the change to the Port.
- 2.16.6. The coverages and amounts stipulated herein for each Aeronautical Activity represent the minimum coverages and amounts that shall be maintained by entity, at all times, to engage in Aeronautical Activities at the Airport. Entities are encouraged to secure higher amounts.
- 2.16.7. Any self-insured entity shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the Port and the Airport in the event of any claims or litigation arising out of entity's Aeronautical Activities at the Airport. Such evidence shall be reviewed and approved in writing by the Port.
- 2.16.8. Entity shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable value (current replacement cost with no depreciation) thereof against the perils of fire, lightning, wind, hail, tornado, 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 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, in advance, by the Port.

- 2.16.9. Entity with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the Port.

## **2.17 *Indemnification and Hold Harmless***

- 2.17.1. Entity agrees to defend, indemnify, and hold harmless the Port and the Airport and individually and collectively, and its commissioners, directors, officers, Employees, and agents from and against and reimburse the Port for any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the Port and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the Port's or the Airport's negligence or willful misconduct: (a) any act, omission or negligence of entity or entity's partners, officers, directors, agents, Employees, invitees, or contractors, (b) any use, occupation, management or control of the Airport by entity, whether or not due to entity's own act or omission, (c) any condition created in or about the Airport after Entity's use or occupation of Airport facilities, and (d) any breach, violation, or nonperformance of any of entity's obligations under any Airport Agreement or Permit.
- 2.17.2. For purposes of (a) through (d), entity shall be deemed to include entity and entity's Employees, agents, invitees, and contractors.

**3. FIXED BASE OPERATOR****3.1 Introduction**

- 3.1.1. An FBO is a commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Aeronautical Activities at the Airport: aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants; passenger, crew, and Aircraft ground services, support, and amenities; Aircraft Maintenance; and Aircraft parking, Hangar, office, and shop.
- 3.1.2. In addition to the General Requirements set forth in Section 2, each FBO at the Airport shall fully comply with the following minimum standards set forth in this section.

**3.2 Scope of Activity**

- 3.2.1. Unless otherwise stated in these Minimum Standards, all products and services shall be provided by FBO's Employees or agents using Aircraft, Vehicles, Equipment, and resources that are owned, leased, or operated by FBO.
- 3.2.2. FBO's products and services shall include the following.
  - 3.2.2.1. Aviation Fuels (Jet Fuel and Avgas) and Aircraft lubricants
    - 3.2.2.1.1. FBO shall deliver and dispense, upon request, Jet Fuel, Avgas, and Aircraft lubricants into all General Aviation Aircraft using the Airport.
    - 3.2.2.1.2. FBO shall provide a response time of no more than 15 minutes from the time of the customers' request during required hours of activity except in circumstances and/or situations beyond the control of the FBO.
  - 3.2.2.2. For passenger, crew, support and Aircraft ground services, FBO shall:
    - 3.2.2.2.1. Meet, direct, and park all Aircraft arriving on FBO's owned and/or leased Apron with exception of Aircraft having a designated parking space and Aircraft for which such service has been declined by the Aircraft Operator.
    - 3.2.2.2.2. Provide or arrange for transportation for passengers, crew, and baggage, as appropriate.
    - 3.2.2.2.3. Provide parking of Aircraft upon the FBO's owned and/or leased Apron.
    - 3.2.2.2.4. Provide hangar storage of Aircraft upon the FBO's Leased Premises, to include in-out service.
    - 3.2.2.2.5. Provide crew and passenger baggage handling and other related Aircraft arrival and departure services.
    - 3.2.2.2.6. Provide compressed air services.

3.2.2.2.7. Provide lavatory services.

3.2.2.2.8. Be able to make crew and passenger ground transportation arrangements (e.g., Chauffeured limousine, shuttle, rental car, etc.) and accommodation arrangements.

3.2.2.2.9. Be able to make Aircraft catering arrangements.

3.2.2.3. For Aircraft Maintenance FBO shall:

3.2.2.3.1. Provide Aircraft Maintenance in accordance with Section 4 of these Minimum Standards including at a minimum Maintenance (as defined in 14 CFR Part 43) for Piston and Turboprop Aircraft.

3.2.2.3.2. Be able to provide Aircraft Line Maintenance for General Aviation Aircraft up to Group II Turbojet Aircraft.

3.2.2.3.3. An FBO can meet these requirements through arrangement and through agreement with an authorized Operator at the Airport who meets the Minimum Standards for Aircraft Maintenance Operator.

### **3.3 Leased Premises**

3.3.1. FBO shall have adequate land and Improvements to accommodate all Aeronautical Activities of the FBO and all approved Sublessees, but not less than the following, which are not cumulative.

3.3.1.1. Land (if the FBO owns or leases the Apron) – two acres (87,120 square feet), upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.

3.3.1.2. Apron — one acre (43,560 square feet) of Apron located immediately adjacent to the FBO's primary facility.

3.3.1.3. Paved Tiedown — adequate to accommodate the number, type, and size of Based Aircraft and Transient Aircraft requiring Tiedown space at FBO's Leased Premises, but not less than 10 Paved Tiedown spaces.

3.3.1.4. Facilities — 45,000 total square feet consisting of the following

3.3.1.4.1. Terminal Building — 4,000 square feet

Customer area shall be at least 2,000 dedicated square feet to include adequate space for passenger area, flight planning area, conference area, public use telephones, and restrooms.

Administrative area shall be at least 1,000 dedicated square feet to include adequate space for Employees, works areas, and storage.

The use of the balance of the space (1,000 square feet) is at the discretion of the FBO.

**3.3.1.4.2. Aircraft Maintenance — 7,000 square feet**

Customers shall have immediate access to FBO's customer lounge, public use telephones, and restrooms. If immediate access is not available, customer area shall be at least 250 dedicated square feet to include adequate space for customer lounge, public use telephones, and restrooms.

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

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

Maintenance hangar area shall not be less than 6,000 square feet on a standalone basis or within another structure with a door height of at least 18 feet and door width of 80 feet.

**3.3.1.4.3. Aircraft storage — 10,000 square feet**

Community hangar shall not be less than 10,000 square feet with a door height of at least 18 feet and door width of at least 80 feet.

**3.4 Fuel Storage**

- 3.4.1. FBO shall develop, own, and/or lease a Fuel storage facility at the Airport, unless otherwise required or authorized, in a location consistent with the Airport Master Plan, ALP, and approved by the Port.
- 3.4.2. Fuel storage facility shall have total capacity for three days peak supply of aviation Fuel for Aircraft being serviced by FBO. In no event shall the total storage capacity be less than:
  - 3.4.2.1. 10,000 gallons for Jet Fuel storage
  - 3.4.2.2. 10,000 gallons for Avgas storage
  - 3.4.2.3. FBO shall have adequate storage for waste Fuel or test samples or the capability to recycle same
- 3.4.3. FBO shall demonstrate that satisfactory arrangements have been made with a reputable aviation petroleum supplier/distributor for the delivery of aviation Fuels in the quantities necessary to meet the requirements set forth herein or the reasonable demands of customers, whichever is greater.
- 3.4.4. FBO shall provide the Port with a written SPCC Plan that meets Regulatory Measures for Fuel storage facilities and FBO Aeronautical Activities. An updated copy of the SPCC Plan shall be filed with the Port at

least 20 Business Days prior to any scheduled changes in operations.

- 3.4.5. Fuel delivered, stored, or dispensed by FBO shall fully comply with the quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of FBO.
- 3.4.6. On or before the 20th day of the subsequent month, FBO shall: (a) provide a summary report to the Port identifying the number of gallons of: (i) aviation Fuel purchased by FBO by Fuel type, (ii) delivered to FBO's Fuel storage facility by Fuel type, and (iii) dispensed to FBO customer Aircraft and/or dispensed by FBO at the Airport by customer type and (b) pay the appropriate fees and charges due to the Port at the Airport administrative offices.
- 3.4.7. Records and meters shall be made available for review by the Port or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to FBO and the amount of Fuel delivered to FBO customer Aircraft and/or dispensed by FBO at the Airport, the greater amount shall prevail and the FBO shall promptly pay all additional fees and charges due and owing the Port at the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

### **3.5 Fueling Equipment**

- 3.5.1. FBO shall have the following Refueling Vehicles:
  - 3.5.1.1. Two Jet Fuel Refueling Vehicles with each one having a capacity of at least 2,000 gallons; and
  - 3.5.1.2. Two Avgas Refueling Vehicles with each having a capacity of at least 750 gallons.
  - 3.5.1.3. A fixed Jet Fuels Self-Service Fueling system can be substituted for a Jet Fuel Refueling Vehicle and a fixed Avgas Self-Service Fueling system can be substituted for an Avgas Refueling Vehicle.
    - 3.5.1.3.1. If so, the system shall: (a) be constructed or installed in a location specified and approved by the Port, (b) be limited to a maximum capacity of 2,000 gallons, (c) be available and maintained by FBO for public commercial use, (d) have adequate lighting, and (e) have detailed and readily accessible instructions for the proper and safe operation of the system and a fully operational and readily accessible telephone, emergency shut-off, properly rated fire extinguisher, and Fuel spill kit.
  - 3.5.1.4. FBO may have only one Refueling Vehicle if FBO has a written agreement with a separate operator at the Airport to provide Fueling services at times when the FBO's Refueling Vehicle is unavailable or unable to meet the required response time. A copy



of such agreement must be provided to the Port.

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 and all fueling Equipment shall be equipped and maintained to comply with all applicable Regulatory Measures including, without limitation, those prescribed by:

3.5.3.1. State of Oregon and the Port of Portland

3.5.3.2. NFPA Codes;

3.5.3.3. 14 CFR Part 139, Airport Certification, Section 139.321  
"Handling/Storing of Hazardous Substances and Materials"; and

3.5.3.4. Applicable ACs (Advisory Circulars) including AC 00-34 "Aircraft Ground Handling and Servicing" and AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport".

### **3.6 Other Equipment**

3.6.1. FBO shall have adequate wheel chocks, a compressed air unit, a courtesy vehicle, one aircraft towing vehicle with appropriate attachments to service typical aircraft using the Airport, sufficient spill kits including at least one mobile spill kit, a sufficient number of certified fire extinguishers for all interior and exterior areas and all other reasonably appropriate equipment for the provision of FBO or Maintenance services.

### **3.7 Licenses and Certifications**

3.7.1. Personnel shall be fully certified by the FAA, and other applicable governmental agencies with jurisdiction over FBO's Aeronautical Activities. FBO shall also hold applicable aircraft ratings and medical certifications for FBO's Aeronautical Activities.

### **3.8 Personnel**

3.8.1. Line Service Personnel, while on duty, shall be clean, neat in appearance and courteous. Line Service Personnel shall wear uniforms or display identification that shall identify the name of the FBO and the Employee.

3.8.2. FBO shall develop and maintain SOP for Fueling and ground handling and shall ensure compliance with standards set forth in AC 00-34A "Aircraft Ground Handling and Servicing." FBO's SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. FBO's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of and controlling access to Refueling Vehicles, Fueling Equipment, and Fuel

storage facilities. FBO's SOP shall be submitted to the Port no later than 20 Business Days before the FBO's Aeronautical Activities are scheduled to commence at the Airport and it shall be resubmitted any time changes are planned.

- 3.8.3. During all operating hours, FBO shall employ and have on duty trained personnel including, without limitation, appropriate supervisory and managerial personnel in such numbers and with such certificates and ratings as are required to meet the Minimum Standards, in an efficient manner, for all Minimum and Optional Services being provided by the FBO.

### **3.9 *Hours of Activity***

- 3.9.1. Aircraft Fueling, parking, and passenger, crew, and Aircraft ground services, and support shall be continuously offered and available to meet reasonable demands of customers for this Aeronautical Activity between the hours of 8:00 a.m. (local) and 5:00 p.m. (local), 7 days a week including holidays.

3.9.1.1. These services shall be available all other times (after hours), on-call, with a response time not to exceed one hour.

### **3.10 *Aircraft Removal***

- 3.10.1. Aircraft removal is the responsibility of the Aircraft Owner/Operator. The FBO shall cooperate if a request is made by the Port or the Aircraft Owner/Operator in order to maintain the operational readiness of the Airport.

**4. AIRCRAFT MAINTENANCE OPERATOR (SASO)****4.1 Introduction**

- 4.1.1. An Aircraft Maintenance Operator is a commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) and sheet metal repair for Aircraft other than those owned, leased, and/or operated by and under the full and exclusive control of Operator.
- 4.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**4.2 Leased Premises**

- 4.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.
- 4.2.2. The minimum requirements identified in the table that follows are based upon the largest Aircraft Design Group serviced by Operator.

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	10,890 SF	21,780 SF	21,780 SF	21,780 SF	43,560 SF
Customer Area (Lessee)	250 SF				
Customer Area (Sublessee)	Immediate Access				
Administrative Area	150 SF				
Maintenance Area	350 SF	525 SF	650 SF	750 SF	1,000 SF
Hangar	3,500 SF	5,250 SF	6,500 SF	7,500 SF	10,000 SF

- 4.2.2.1. All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
- 4.2.2.2. Facilities shall include customer, administrative, maintenance, and hangar areas.
- 4.2.2.2.1. Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
- 4.2.2.2.2. Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.
- 4.2.2.2.3. Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.
- 4.2.2.2.4. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified in the table 4.2.2.) or large enough to

accommodate the largest Aircraft undergoing Aircraft Maintenance, whichever is greater.

**4.3    *Licenses and Certification***

4.3.1. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed.

**4.4    *Personnel***

4.4.1. Operator shall provide a sufficient number of personnel including A & P Mechanics and customer service representatives to carry out Operators Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

4.4.2. Operator shall employ one A & P Mechanic and one customer service representative as Employees who shall be available during the required hours of activity.

4.4.2.1. An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P mechanic is performing duties off-Airport.

4.4.2.2. Operators providing annual or phase inspections shall employ one A & P Mechanic having Inspection Authorization (IA).

**4.5    *Hours of Activity***

4.5.1 In addition to the Hours of Activity stated in Section 2.13 Operator shall make their services available all other times (after hours), on-call, with a response time not to exceed one hour.

## AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

### 5. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

#### 5.1 Introduction

- 5.1.1. An Avionics or Instrument Maintenance Operator is a commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments).
- 5.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

#### 5.2 Leased Premises

- 5.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessees, but not less than the following, which are not cumulative.

- 5.2.1.1. For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum facility requirements are as follows.

	Group I Piston and Turboprop Aircraft	Group H Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	10,890 SF	10,890 SF	10,890 SF	10,890 SF	10,890 SF
Customer Area (Lessee)	250 SF				
Customer Area (Sublessee)	Immediate Access				
Administrative Area	150 SF				
Maintenance Area	250 SF I	250 SF I	250 SF I	250 SF I	250 SF

- 5.2.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

	Group I Piston and Turboprop Aircraft	Group H Piston and Turboprop Aircraft	Group I Turbojet Aircraft	Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land (Lessee Only)	10,890 SF	21,780 SF	21,780 SF	21,780 SF	43,560 SF
Customer Area (Lessee)	250 SF				
Customer Area (Sublessee)	Immediate Access				
Administrative Area	150 SF				
Maintenance Area	350 SF	525 SF	650 SF	750 SF	1,000 SF
Hangar	3,500 SF	5,250 SF	6,500 SF	7,500 SF	10,000 SF

- 5.2.1.3. All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
- 5.2.1.4. Facilities shall include customer, administrative, maintenance, and hangar (if required) areas.
- 5.2.1.4.1. Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.

5.2.1.4.2. Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.

5.2.1.4.3. Maintenance area shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

5.2.1.4.4. Hangar area (if required) shall be at least equal to the square footage stipulated for the type of service being provided (as identified above) or large enough to accommodate the largest Aircraft being serviced, whichever is greater.

### **5.3   *Licenses and Certifications***

5.3.1. Operator performing avionics or instrument maintenance shall be properly certificated by the FAA as a Repair Station, as defined by 14 CFR Part 145.

5.3.2. Personnel shall be properly certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

### **5.4   *Personnel***

5.4.1. Operator shall provide a sufficient number of personnel including technicians and customer service representatives to carry out Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

5.4.1.1. Operator shall employ one technician and one customer service representative as Employees who shall be available during required hours of activity.

5.4.1.1.1. Technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off-Airport.

**6. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)**

**6.1 Introduction**

- 6.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the general public.
- 6.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the general public.
- 6.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**6.2 Leased Premises**

- 6.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.
  - 6.2.1.1. Contiguous Land (Lessee only, with hangar requirement) — one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  - 6.2.1.2. Contiguous Land (Lessee only, without hangar requirement) — one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  - 6.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate 1 Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in Operator's fleet at the Airport, whichever is greater.
    - 6.2.1.3.1. If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
  - 6.2.1.4. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by and under the full and exclusive control of Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.
    - 6.2.1.4.1. Customer area (for a Lessee) shall be at least 250 square feet to include adequate space for customer lounge, class/training rooms, public use telephone, and restrooms.
    - 6.2.1.4.2. Customer area (for a Sublessee) shall be at least 150

square feet to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge, public use telephone, and restrooms.

6.2.1.4.3. Administrative area shall be at least 150 square feet to include adequate and dedicated space for Employee offices, work areas, and storage.

6.2.1.4.4. Hangar area (for a Lessee), if required, shall be at least 3,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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

6.2.1.4.6. Maintenance area, if required, shall be at least 350 square feet to include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

### **6.3 Licenses and Certifications**

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

6.3.1.1. Flight Training Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction for commercial pilot license and instrument rating.

### **6.4 Personnel**

6.4.1. Operator shall provide a sufficient number of personnel to carry out Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

6.4.1.1. Operator shall employ one flight instructor and one customer service representative as Employees who shall be available during required Hours of Activity.

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

6.4.1.2. Flight Training Operators shall have available a properly certificated ground instructor capable of providing on-demand ground instruction sufficient to enable students to pass the FAA written examinations for commercial pilot license and instrument



rating.

**6.5    *Equipment***

6.5.1. Operator shall have at least one properly certified and airworthy Aircraft available for rental or use in Flight Training. All Aircraft available for rental or use in Flight Training shall be under the full and exclusive control of Operator and shall be either owned by or underwritten lease to Operator.

6.5.1.1. The Aircraft shall be equipped for and fully capable of flight under instrument conditions and shall be a four-place Aircraft.

6.5.1.1.1. These Aircraft requirements may be fulfilled utilizing two Aircraft or a combination of Aircraft.

6.5.2. Flight Training Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground instruction.

**6.6    *Hours of Activity***

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

**7. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)**

**7.1 Introduction**

- 7.1.1. An Aircraft Charter Operator is a commercial Operator engaged in on-demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125.
- 7.1.2. An Aircraft Management Operator is a commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the general public.
- 7.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**7.2 Leased Premises**

- 7.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.
  - 7.2.1.1. Contiguous Land (Lessee only, with hangar requirement) — one-half acre (21,780 square feet) upon which all required Improvements shall be located.
  - 7.2.1.2. Contiguous Land (Lessee only, without hangar requirement) — one-quarter acre (10,890 square feet) upon which all required Improvements shall be located.
  - 7.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate at least 1 Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.
    - 7.2.1.3.1. If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
  - 7.2.1.4. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by and under the full and exclusive control of Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.
    - 7.2.1.4.1. Customer area (for a Lessee) shall be at least 250 square feet to include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.

7.2.1.4.2. Administrative area shall be at least 150 square feet and shall include adequate and dedicated space for Employee offices, work areas, and storage.

7.2.1.4.3. Hangar area (for a Lessee), if required, shall be at least 3,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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

7.2.1.4.5. Maintenance area, if required, shall be at least 350 square feet and shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

### **7.3    *Licenses and Certifications***

7.3.1. Aircraft Charter Operators shall have and provide to the Port, upon request, all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s).

7.3.2. Personnel shall be properly certificated by the FAA, current, and hold the appropriate ratings in the Aircraft utilized and medical certifications for Aeronautical Activity.

### **7.4    *Personnel***

7.4.1. During all operating hours, Operator shall employ and have on duty trained personnel including, without limitation, appropriate supervisory and managerial personnel in such numbers and with such certificates and ratings as are required to meet the Minimum Standards, in an efficient manner, for all Minimum and Optional Services being provided by the Aircraft Charter or Aircraft Management Operator.

### **7.5    *Equipment***

7.5.1. Operator shall provide, either owned or underwritten lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft which shall be equipped for and fully capable of flight under instrument conditions.

### **7.6    *Hours of Activity***

7.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Aeronautical Activity. After hours, on-call response time to prospective customer inquiries shall not

exceed one hour.

**8. AIRCRAFT SALES OPERATOR (SASO)**

**8.1 Introduction**

- 8.1.1. An Aircraft Sales Operator is a commercial Operator engaged in the sale of 3 or more new and/or used Aircraft during a 12-month period.
- 8.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**8.2 Leased Premises**

- 8.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.
  - 8.2.1.1. Contiguous Land (Lessee only, with hangar requirement) — one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  - 8.2.1.2. Contiguous Land (Lessee only, without hangar requirement) — one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.
  - 8.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be adequate to accommodate 1 Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.
    - 8.2.1.3.1. If Operator utilizes a hangar for the storage of Operator's entire fleet at the Airport, Paved Tiedowns are not required.
  - 8.2.1.4. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by and under the full and exclusive control of Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.
    - 8.2.1.4.1. Customer area (for a Lessee) shall be at least 250 square feet and shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.
    - 8.2.1.4.2. Administrative area shall be at least 150 square feet and shall include adequate and dedicated space for Employee offices, work areas, and storage.
    - 8.2.1.4.3. Hangar area (for a Lessee), if required, shall be at least 3,500 square feet or large enough to accommodate the

largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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

8.2.1.4.5. Maintenance area, if required, shall be at least 350 square feet and shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

### **8.3 Licenses and Certifications**

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

### **8.4 Personnel**

8.5.1. Operator shall provide a sufficient number of personnel to carry out Aeronautical Activity in a safe, secure, efficient, courteous, prompt, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

8.5.1.1. Operator shall employ one commercial pilot and one customer service representative who shall be available during the required hours of activity.

8.5.1.1.1. The commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

### **8.5 Equipment**

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

**9. AIRCRAFT STORAGE OPERATOR (SASO)****9.1 Introduction**

9.1.1. An Aircraft Storage Operator is a commercial Operator that develops and/or owns or leases an Aircraft storage facility and/or associated office or shop space and sells (or Subleases) such space to entities engaging in commercial or Non-Commercial Aeronautical Activities.

9.1.2. In addition to the General Requirements set forth in Section 2, each commercial Aircraft Storage Operator at the Airport shall fully comply with the following minimum standards set forth in this section.

**9.2 Leased Premises**

9.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

	Group I Piston and Turboprop Aircraft	Group II Piston and Turboprop Aircraft	Group I and Group II Turbojet Aircraft	Group III Turbojet Aircraft
Contiguous Land	10,890 SF	21,780 SF	21,780 SF	43,560 SF
Hangar	5,000 SF	7,500 SF	10,000 SF	15,000 SF

9.2.1.1. All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.

9.2.1.1.1 A subdivided structure which opens directly to a common use ramp, apron, or taxilane does not need to meet the contiguous land requirement.

9.2.1.2. The development of hangar(s) shall be limited to the following types of hangar structures:

9.2.1.2.1. Single structures of not less than 2,500 square feet, completely enclosed or

9.2.1.2.2. Single structures of not less than 5,000 square feet, subdivided and configured to accommodate individual bays for the storage of Aircraft

**9.3 Hours of Activity**

9.3.1. Operator shall ensure that facilities are available for use and readily accessible 24 hours a day, 7 days a week including holidays.

**10. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)**

**10.1 Introduction**

10.1.1. This section pertains to other commercial aeronautical SASOs engaging in limited Aircraft services and support Aeronautical Activities (see Section 10.1.1.1), miscellaneous commercial services and support Aeronautical Activities (see Section 10.1.1.2), or other air transportation services for hire Aeronautical Activities (see Section 10.1.1.3).

10.1.1.1. Limited Aircraft Services and Support - are defined as limited Aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related Aircraft services and support Aeronautical Activities.

10.1.1.2. Miscellaneous Commercial Services and Support - are defined as ground instruction, simulator training, scheduling and dispatching (flight coordination and aircrew management), or any other related commercial services and support Aeronautical Activities.

10.1.1.3. Other Air Transportation Services for Hire - are defined as non-stop sightseeing flights, flights for aerial photography or survey, fire fighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

10.1.2. In addition to the General Requirements set forth in Section 2, each of the SASOs described in Section 10.1.1 at the Airport shall fully comply with the following minimum standards set forth in this Section 10.

**10.2 Leased Premises**

10.2.1. Operator engaging in this Aeronautical Activity shall have adequate land and Improvements, as appropriate, to accommodate all Aeronautical Activities of Operator and all approved Sublessee(s), but not less than the following, which are not cumulative.

10.2.1.1. Contiguous Land (Lessee only, with hangar requirement) — one-half acre (21,780 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.

10.2.1.2. Contiguous Land (Lessee only, without hangar requirement) — one-quarter acre (10,890 square feet) upon which all required Improvements including Apron, facilities, and Vehicle parking shall be located.

10.2.1.3. Apron/Paved Tiedowns (Lessee only) shall be required and adequate to accommodate 1 Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in Operator's feet at the Airport, whichever is greater.



10.2.1.3.1. If Operator utilizes a hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.

10.2.1.4. Facilities shall include customer and administrative areas. Maintenance and hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by and under the full and exclusive control of Operator. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.

10.2.1.4.1. Customer area (for a Lessee) shall be at least 250 square feet and shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, public use telephone, and restrooms.

10.2.1.4.2. Administrative area shall be at least 150 square feet or sufficient to accommodate the administrative functions associated with the Aeronautical Activity, whichever is greater, and shall include adequate and dedicated space for Employee offices, work areas, and storage.

10.2.1.4.3. Hangar area (for a Lessee), if required, shall be at least 3,500 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

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

10.2.1.4.5. Maintenance area, if required, shall be at least 350 square feet and shall include adequate and dedicated space for Employee work areas, shop areas, and storage for Aircraft parts and Equipment.

### **10.3 Licenses and Certifications**

10.3.1. Operator shall have and provide to the Port, upon request, evidence of all Agency licenses, certificates, and/or ratings that are required to conduct the Aeronautical Activity.

### **10.4 Personnel**

10.4.1. Operator shall provide a sufficient number of personnel to carry out Aeronautical Activity in a safe, secure, efficient, prompt, courteous, and workmanlike manner while also meeting the reasonable demands of customers for this Aeronautical Activity.

### **10.5 Equipment**

10.5.1. Operator shall have based at the Airport, either owned or underwritten

lease to and under the full and exclusive control of Operator, sufficient Vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft.

- 10.5.2. Operator shall have sufficient Equipment and supplies available to support the Aeronautical Activity.

**10.6 *Hours of Activity***

- 10.6.1. Operator shall be open and services shall be available during the hours maintained by qualified and experienced entities providing comparable services and/or engaging in similar Aeronautical Activities in similar markets. Operator's services shall be available to meet the reasonable demands of customers for the Aeronautical Activity.

## **11. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)**

### **11.1 Introduction**

11.1.1. The Port recognizes that Aircraft Operators using the Airport may, from time to time, have specialized service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). When specialized assistance is required, but is not available at the Airport through existing Operators due to the specialized nature of the service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the Port may allow an Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

11.1.1.1. Aircraft Operator shall initialize the process by informing the Port about the specialized services desired, the timeframe for the execution of said services, and the Temporary Specialized Aviation Service Operator to provide such services.

11.1.1.2. Aircraft Operator shall be responsible for assuring that the Temporary Specialized Aviation Service Operator complies with all Regulatory Measures while at the Airport.

11.1.2. In addition to the General Requirements set forth in Section 2 (excluding Section 2.13 as applicable), each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in this section.

### **11.2 Scope of Activity**

11.2.1. Temporary Specialized Aviation Service Operator shall conduct Aeronautical Activity on the Leased Premises of an Operator in a safe, secure, efficient, prompt, courteous, and workmanlike manner consistent with the degree of care and skill exercised by qualified and experienced Operators providing comparable services and/or engaging in similar Aeronautical Activities in similar markets.

### **11.3 Commercial Aeronautical Activity Permit**

11.3.1. Prior to engaging in Aeronautical Activity at the Airport, Temporary Specialized Aviation Service Operator must obtain a Commercial Aeronautical Activity Permit from the Port for a specific period of time (typically no more than 20 Business Days).

11.3.1.1. Renewal shall be subject to the Temporary Specialized Aviation Service Operator's compliance with all terms and conditions of the approved Commercial Aeronautical Activity Permit.

11.3.2. Temporary Specialized Aviation Service Operator shall fully comply with all requirements for the permitted Aeronautical Activities and limit service provided to the entity, area, and time period identified in the approved Commercial Aeronautical Activity Permit.

## TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

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11.3.3. Aircraft Operators requiring immediate after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify Airport Operations prior to Operator engaging in Aeronautical Activities at the Airport and comply with all requirement set by Airpor Operations prior to receiving services from the Temporary Specialized Aviation Service Operator.

### **11.4 Licenses and Certifications**

11.4.1. Temporary Specialized Aviation Service Operators shall have and provide, upon request, evidence of all Agency licenses, certificates, and/or ratings that are required to conduct the Aeronautical Activity.

**12. COMMERCIAL AERONAUTICAL ACTIVITY PERMIT**

**12.1 *Application***

- 12.1.1. Any entity desiring to engage in a commercial Aeronautical Activity at the Airport (Applicant) shall complete and submit a Commercial Aeronautical Activity Application (Application) to the Port and obtain a Commercial Aeronautical Activity Permit (Permit) from the Port prior to conducting the desired Aeronautical Activity(ies) at the Airport.
- 12.1.2. Applicant shall submit all of the information requested on the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Port in order to properly and fully evaluate the submittal and facilitate an analysis of the prospective operation including, but not limited to, verifiable qualifications and experience, past and current financial performance, condition, and capability as evidenced by historical and current financial statements, references, etc.
- 12.1.3. No Application will be deemed complete that does not provide the Port with the information, data, and/or documentation necessary to enable the Port to make a meaningful assessment of Applicant's prospective operation and determine whether or not the Applicant's prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport's ALP, and/or Airport's and/or local governing entity's Land Use Plan.
- 12.1.4. Following review and approval by the Port and subject to the entity fully complying with all requirements, a Permit will be issued by the Port.

**12.2 *Approved Commercial Aeronautical Activity Permit***

**12.2.1. Commercial Aeronautical Activities**

- 12.2.1.1. The Permit will be valid for the time period indicated in the Permit as long as Operator meets the following requirements.
  - 12.2.1.1.1. The information submitted by Applicant is (and remains) current. Operator shall notify the Port in writing within 10 Business Days of any change to the information submitted by the Applicant.
  - 12.2.1.1.2. Operator is in compliance with all applicable Regulatory Measures and the terms and conditions of the Permit.
- 12.2.1.2. The Permit may not be assigned or transferred and shall be limited solely to the approved Aeronautical Activity(ies).
- 12.2.1.3. For Lessees, the Permit shall be appended to the Lessees' Airport Agreement and become a material part thereof. The breach of any portion of the Permit by Operator, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Airport Agreement allowing the Port the

option to terminate the Permit and/or the Airport Agreement.

**12.3 Existing Operator with an Existing Airport Agreement or Permit**

**12.3.1. No Change in Scope of Aeronautical Activities**

12.3.1.1. Upon promulgation of these Minimum Standards, an existing Operator with an existing Airport Agreement may engage in the Aeronautical Activities permitted under the Airport Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Airport Agreement and all applicable Regulatory Measures.

**12.3.2. Change in Scope of Aeronautical Activities**

12.3.2.1. Prior to engaging in any new Aeronautical Activity not permitted under an existing Airport Agreement or Permit or changing or expanding the scope of Aeronautical Activities permitted under an existing Airport Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the Port prior to conducting new Aeronautical Activity(ies) not permitted under an existing Airport Agreement or Permit.

**12.4 Non-Commercial Entities**

12.4.1. A Permit is not required for Non-Commercial Aeronautical entities. However, such entities shall full comply with all terms and conditions of any Airport Agreement with the Port and all applicable Regulatory Measures.

**13. NON-COMMERCIAL HANGAR ENTITY****13.1 Introduction**

- 13.1.1. A Non-Commercial Hangar Entity is a Non-Commercial Entity that develops and/or owns or leases an Aircraft hangar for the purpose of storing Aircraft owned, leased, and/or operated by and under the full and exclusive control of the entity for Non-Commercial purposes only.
- 13.1.2. Entity shall provide evidence of Aircraft ownership, lease, or operation.
- 13.1.2.1. If the Aircraft is being leased or operated by entity, entity shall provide the Port with a copy of the lease or operating agreement.
- 13.1.2.2. The Port will determine if the lease or operating agreement is for Non-Commercial purposes.
- 13.1.3. No commercial Aeronautical Activity of any kind shall be permitted on or from the Leased Premises.
- 13.1.4. Non-Commercial Hangar Entity shall not be permitted to Sublease any land or Improvements on the Leased Premises for any purpose or duration whatsoever.
- 13.1.5. In addition to the General Requirements set forth in Section 2, each Non-Commercial Hangar Entity at the Airport shall fully comply with the following Minimum Standards set forth in this section.

**13.2 Leased Premises**

- 13.2.1. Non-Commercial Hangar Entity engaging in this Aeronautical Activity shall have adequate land and Improvements to accommodate all Aeronautical Activities of entity, but not less than the following, which are not cumulative.

	Group I and Group II Piston and Turboprop Aircraft Hangar Storage	Group I and Group II Turbojet Aircraft Hangar Storage	Group III Turbojet Aircraft Hangar Storage
Contiguous Land	21,780 SF	21,780 SF	43,560 SF
Hangar (New)	5,000 SF	10,000 SF	

- 13.2.1.1. All required Improvements including Apron, facilities, and Vehicle parking shall be located on Contiguous Land.
- 13.2.1.2. Non-Commercial hangar(s) shall be limited to single structures of not less than 5,000 square feet, completely enclosed.

**14. NON-COMMERCIAL (PRIVATE) FLYING CLUB**

**14.1 *Introduction and General Requirements***

- 14.1.1. A Private Flying Club is an entity that is legally formed as a non-profit entity with the State of Oregon, operates on a non-profit basis (so as not to receive revenues greater than the costs and expenses to operate, maintain, acquire and/or replace Flying Club Aircraft), and restricts membership from the general public.
  - 14.1.1.1. Each Private Flying Club member must have an ownership interest in Private Flying Club.
  - 14.1.1.2. Private Flying Club shall keep on file and make available for review upon request of the Port, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.
- 14.1.2. Private Flying Club shall file and keep the following current with the Port.
  - 14.1.2.1. Copies of bylaws, articles of incorporation, operating rules, membership agreements, and the location and address of the club's registered office.
  - 14.1.2.2. Roster of all officers and directors including home and business addresses and phone numbers.
  - 14.1.2.3. Designee responsible for compliance with these Minimum Standards and applicable Regulatory Measures.
- 14.1.3. Private Flying Clubs shall not be required to meet the minimum standards stipulated for Aircraft Rental or Flight Training Operators so long as the Private Flying Club's membership is not available to the general public and is not operated for commercial purposes.
- 14.1.4. No member of a Private Flying Club shall receive Compensation for services provided to the Private Flying Club or its members unless such member is an authorized Operator by the Port. This does not include the provision of flight instruction relating to Aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member on an exclusive basis to other Private Flying Club members.
- 14.1.5. Private Flying Club Aircraft shall not be used by other than members.
- 14.1.6. No member shall use Private Flying Club Aircraft in exchange for Compensation. This does not include reimbursement for expenses associated with the use of Private Flying Club Aircraft.



**15. NON-COMMERCIAL SELF-FUELER**

**15.1 Introduction**

- 15.1.1. This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Fueling activities at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.
- 15.1.2. In addition to the applicable General Requirements set forth in Section 2, each entity engaging in Non-Commercial Self-Fueling activities at the Airport shall fully comply with the following minimum standards set forth in this section.

**15.2 Permit/Approval**

- 15.2.1. No entity shall engage in Self-Fueling activities unless a valid storage tank Airport Agreement authorizing such activity has been obtained from the Port. Such entities shall herein be referred to as Self-Fuelers.
- 15.2.2. The storage tank Airport Agreement shall not reduce or limit Self-Fueler's obligations with respect to these Self-Fueling standards, which shall be included in the storage tank Airport Agreement by reference.
- 15.2.3. Prior to issuance and subsequently upon request of the Port, Self-Fueler shall provide evidence of ownership or lease of any Aircraft being operated by and under the full and exclusive control of and being Fueled by Self-Fueler.
- 15.2.3.1. If the Aircraft is being leased or operated by Self-Fueler, Self-Fueler shall provide the Port with a copy of the lease or operating agreement.
- 15.2.3.2. The Port will determine if the lease or operating agreement is for Non-Commercial purposes.

**15.3 Reporting**

- 15.3.1. On or before the 20th day of the subsequent month, Self-Fueler shall: (a) provide a summary report to the Port identifying the number of gallons of: (i) aviation Fuel purchased by Self-Fueler by Fuel type, (ii) delivered to Self-Fueler's Fuel storage facility by Fuel type, and (iii) dispensed to Self-Fueler's Aircraft at the Airport and (b) pay the appropriate fees and charges due to the Port at the Airport Administrative Office.
- 15.3.2. Records and meters shall be made available for review by the Port or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Self-Fueler and the amount of Fuel delivered to Self-Fueler's Aircraft and/or dispensed by Self-Fueler at the Airport, the greater amount shall prevail and the Self-Fueler shall promptly pay all additional fees and charges due the Port at

the Airport administrative offices, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

#### **15.4 Fuel Storage**

15.4.1. Self-Fueler shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

15.4.1.1. Through an authorized FBO at the Airport or

15.4.1.2. In an area specified and/or approved by the Port and Agencies having jurisdiction.

15.4.1.2.1. Entities authorized by the Port shall lease land and construct or install a Fuel storage facility in the centrally located Fuel storage area.

15.4.1.2.2. In no event shall the total storage capacity be less than 10,000 gallons for Jet Fuel or Avgas.

15.4.2. Pursuant to and in addition to the obligations set forth in Section 2.17., Self-Fueler shall be liable and shall defend, indemnify, save, protect, and hold harmless the Port for all costs associated with leaks, spills, or other damage that may result through Self-Fuelers handling, storage, and dispensing of Fuel.

15.4.3. Fuel delivered/dispensed by Self-Fueler shall fully comply with quality specifications outlined in ASTM D 1655 (Jet A) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of Self-Fueler.

#### **15.5 Fueling Equipment**

15.5.1. Self-Fueler shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed.

15.5.1.1. Avgas Refueling Vehicles shall have a minimum capacity of 750 gallons and a maximum capacity of 1,500 gallons.

15.5.1.2. Jet Refueling Vehicles shall have a minimum capacity of 2,000 gallons and maximum capacity of 3,000 gallons.

15.5.1.3. All Refueling Vehicles shall be capable of bottom loading.

15.5.1.4. Each Refueling Vehicle and all fueling Equipment shall be equipped and maintained to comply at all times with all applicable Regulatory Measures including without limitation, those prescribed in Section 3.5.4. of these Minimum Standards.

15.5.2. Prior to engaging in Self-Fueling which includes transporting Fuel onto the Airport, Self-Fueler shall provide the Port with a written SPCC Plan that meets all applicable Regulatory Measures for Fuel storage facilities and Self-Fueler's Aeronautical Activities. An updated copy of the SPCC Plan shall be filed with the Port at least 20 Business Days prior to any

planned change in operations.

15.5.3. Self-Fueler shall develop and maintain SOP for Fueling and shall ensure compliance with standards set forth in AC 00-34A, entitled "Aircraft Ground Handling and Servicing". Self-Fueler's SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. Self-Fueler's SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of and controlling access to Refueling Vehicles, Fueling Equipment, and Fuel storage facilities. Self-Fueler's SOP shall be submitted to the Port no later than 20 Business Days before Self-Fueler is scheduled to commence Self-Fueling at the Airport and it shall be resubmitted any time changes are planned.

## **15.6 Limitations**

15.6.1. Pursuant to FAA AC 150/5190-7, Self-Fueler shall not engage in the unauthorized distribution of fuel. Specifically, Self-Fueler shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft unless such Aircraft is owned, leased, and/or operated by, and under the full and exclusive control of Self-Fueler as evidenced by a written agreement indicating ownership or the terms of a lease or operating agreement between the Self-Fueler and the owner of record of the Based or Transient Aircraft. Any such selling or dispensing shall be grounds for immediate revocation of the Permit by the Port.

15.6.1.1. Revocation upon first violation will be for a period of one year.

15.6.1.2. Revocation upon a second violation shall be permanent.

## **15.7 Emergency/Public/Government Service**

15.7.1. Entities providing an Emergency/Public/Government Service (including, but not limited to, federal, state, and local Agencies) are not required to meet the minimum standards identified in Section 15.4.1. Further, these entities are not required to meet the minimum standards identified in Sections 15.5.1 and 15.5.2 unless Fuel is being delivered to Aircraft by Refueling Vehicles.

15.7.2. Storage and delivery of Fuel for Aircraft operated by Emergency/Public/Government Service entities must be approved, in advance, by the Port.

15.7.3. All other minimum standards identified in this section must be adhered to by the entity providing Emergency/Public/Government Service.

**EXHIBIT A (MINIMUM INSURANCE REQUIREMENTS)**

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