# Montoursville, Pennsylvania AIRPORT RULES AND REGULATIONS

Section 100: Definitions

#### A. General

The following terms will be used in this document. Other words relating to business and aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words will be construed according to their common literal meaning.

#### B. Definitions

- 1. ACM: See Airport Certification Manual.
- 2. Aeronautical Activity or Activity: Activity conducted at the airport which involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, flight training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations (both airline passenger and air cargo), skydiving, ultralight operations, aircraft sales and service, sale of aviation petroleum products, repair and maintenance of aircraft, aircraft maintenance training, sale of aircraft parts, aircraft storage, and any other activity that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity. Such operations are commonly conducted on the Airport by a person or business that has a lease, license, or permit from the Authority to provide such service.
- 3. **Aeronautical Activity Provider (AP):** Any operator duly licensed and authorized by written agreement with the airport owner to provide specific aeronautical activity at the airport, under strict compliance with such agreement and pursuant to these standards and airport regulations.
- 4. **Agreement:** written agreement between the Authority and a business specifying the terms and conditions under which the business may conduct commercial aviation activities.
- 5. **Air Carrier**: A person using the airport for the scheduled transport of passengers or goods operating under FAR Part 121.
- 6. **Air Charter or Taxi**: A person using the airport providing unscheduled air transportation of person(s) or property for hire either on a charter basis or as an air taxi operator.
- 7. **Aircraft** (also, Airplane, Balloon, Helicopter, Ultralight, etc.); Any contrivance now known or hereafter invented and used for navigation and flight in air or space.
- 8. **Aircraft Emergency**: Problem or condition involving an aircraft in flight or on the ground that could endanger lives or property. The pilot in command of an aircraft, air traffic control personnel, or the Director of Aviation can declare an aircraft emergency.

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- 9. **Aircraft Fuel:** All flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine
- 10. **Aircraft Maintenance**: Any servicing, repair, modification or upgrade of an aircraft. Said maintenance may or may not be provided for by FAA regulation to be performed by FAA certified mechanics. Said maintenance may be classified as Major, Preventive, Rebuilding or Alteration as listed in 14CFR 43.
- 11. Aircraft Operation an aircraft arrival at, or departure from, the airport.
- 12. **Aircraft Operator**: Party who may or may not be the Aircraft Owner but physically operates the aircraft.
- 13. Aircraft Owner: Party holding title to and/or having exclusive possession of an aircraft.
- 14. **Aircraft Parking and Storage Areas** those hangar and apron locations of the Airport designated by the Director for the parking and storage of aircraft.
- 15. **Aircraft Rental** the commercial operation of renting or leasing aircraft to the public for compensation.
- 16. **Aircraft Sales** the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.
- 17. **Airframe and Powerplant Maintenance**: The commercial operation of providing airframe and powerplant services, which includes service, the repair, maintenance, inspection, construction, and making of modifications and alternation to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overall as defined in 14 CFR 43. This category of service also includes the sale of aircraft parts and accessories.
- 18. **Airframe and Powerplant Mechanic (A&P)**: A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.
- 19. **Air Operations Area (AOA)**: Any area used for the parking, landing, takeoff, or surface maneuvering of aircraft. The AOA is considered a restricted area and is off-limits to the general public.
- 20. **Airport**: Shall refer to the Williamsport Regional Airport, Montoursville, Pennsylvania, or IPT as its FAA designator.
- 21. **Airport Certification Manual**: Manual approved by FAA outlining the Airport's measures to comply with the requirements of 14 CFR Part 139 *Certification of Airports*.
- 22. **Airport Maintenance**: Overall maintenance of Airport facilities conducted by the Authority.
- 23. **Airport Security Program**: Shall refer to the most current TSA approved Airport Security Program as provided by 49 CFR 1542 *Airport Security*.
- 24. **Approach Surface:** A surface longitudinally centered on the extended runway centerline and extending outward and upward from either a runway threshold or 200 feet behind a threshold. This surface is needed to define where unobstructed airspace begins.
- 25. **Apron:** Those areas of the airport within the AOA, but outside the movement area, designated by the Director for aircraft surface maneuvering, parking, fueling, and servicing as well as enplaning/deplaning passengers.

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- 26. ARFF: Means Aircraft Rescue and Firefighting.
- 27. **ARR**: Shall refer to these Airport Rules and Regulations.
- 28. ASP: See Airport Security Program.
- 29. ATCT: See Tower.
- 30. **Authority**: Shall refer to the Williamsport Municipal Airport Authority, a municipal authority formed under the laws of the Commonwealth of Pennsylvania.
- 31. **Avionics Sales and Maintenance**: The commercial operation of providing for the repair and service, or installation of aircraft radios, instruments, and accessories. Such operation may include the sale of new or used aircraft radios, instruments, and accessories.
- 32. **Based Aircraft** an aircraft that the owner physically locates at the airport for an undetermined period, and whenever absent from the Airport, its owner intends to return the aircraft to the airport for long-term storage.
- 33. **Business**: any person, firm, partnership, corporation, association, or limited partnership, corporation, government or governmental subdivision, partnership, association, or any other legal entity comprised to carry out a business enterprise.
- 34. Commercial Activity includes all types of vocations, occupations, professions, enterprises, establishments, and all other types of activities and matters, together with all devices, machines, vehicles, and equipment used therein, any of which are conducted, used, or carried on for the purpose of earning, in whole or in part, a profit or livelihood, whether or not a profit or livelihood actually is earned thereby. Such activity shall include, without being limited thereto, trades and occupations of all and every type of calling carried on within the airport boundaries: salesmen, brokers, retailers, wholesalers, vendors, suppliers, peddlers, professions and any other type of endeavor within the airport boundaries for the purpose of earning a livelihood or profit in whole or in part whether paid for in money, goods, labor, or otherwise, and whether or not the business, profession or trade has a fixed place of business on the airport.
- 35. **Commercial Aeronautical Activity** the conduct of any aspect of a business, concession, operation, or agency acting as a Commercial Activity providing goods or services relating to Aeronautical Activity.
- 36. **Core Services** those services that must be provided to Airport patrons by an FBO to qualify as and FBO and cannot be subleased to a person unless approved by the Authority. These services are described in Appendix 3.
- 37. **Director**: See Executive Director.
- 38. **Director of Operations and Safety**: Individual responsible for the management of the Airport Operations, Maintenance and ARFF Section.
- 39. **Executive Director**: The agent or representative of the Authority having immediate charge of the Airport. The Authority may manifest its authority through the Director. Term also applies to any designee appointed by incumbent Director.
- 40. **FBO:** Fixed Base Operator: Commercial operation meeting the Core Services requirements of the Minimum Standards, granted the right to operate at the airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and similar services.

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- 41. **FAA -Federal Aviation Administration**: Refers to the federal agency responsible for overall management of the nation airspace system.
- 42. FAR -Federal Aviation Regulation: Regulations promulgated by the FAA.
- 43. **FBO Fixed Base Operator** An entity that conducts or provides aeronautical services at the airport, in accordance with a written agreement with the Authority, while meeting the applicable minimum standards as provided in Appendix 3.
- 44. **Flight Training:** Commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to obtain FAA approval for various categories of pilot's licenses and ratings. Flight Training shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency with the exception of check rides required by FAR.
- 45. **Fight Training (Private):** One on one flight training conducted by an independent Certified Flight Instructor will not be required to meet the Flight Training minimum standards published herein.
- 46. **Flying Club** a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.
- 47. **Fuel Storage Area**: That portion of the Airport designated temporarily or permanently by the Authority as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.
- 48. **Fueling Operations**: the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.
- 49. **Fuel Permit** any entity engaged as a Fuel Vendor, Fueling or Fuel Handling shall be required to have appropriate permits issued by the Airport Authority. As of this writing such permits are: Aviation Fuel Storage and Dispensing Permit and Mobile Aircraft Fueling Permit.
- 50. **Fuel Vendor** an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity.
- 51. **General Aviation** all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.
- 52. **Ground Transportation Business**: Commercial business operating vehicles at the airport. Examples are: rental cars, taxicabs, limo services, on-demand shuttles, hotel shuttles, ride sharing vehicles, etc.
- 53. **Ground Vehicle**: Non-Aviation related vehicle operated on the airport. This designation includes, autos, cars, trucks, tugs, air stair, refueling vehicles, etc. The Authority has the sole authority to determine what vehicles fall into this category.
- 54. **Hazardous Material** any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board, or agency.

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- 55. **Land Lease** Lease involving the use of raw land owned by the Authority to be developed by an Operator for a Commercial Activity.
- 56. **Large Aircraft** an aircraft of more than 12,500 pounds, maximum certified take-off weight.
- 57. **Lease**: the written contract between the Authority and an Operator (Lessee) specifying the terms and conditions under which an Operator may occupy and operate from certain Airport facilities and/or property.
- 58. **Lessee or Leaseholder**: Any person named as such in a lease with the Authority. See also Tenant.
- 59. **Leasehold**: That area granted a tenant to engage in activity at the Airport for which the tenant pays rents, commissions, or fees for such use.
- 60. LEO: Law Enforcement Officer.
- 61. **Minimum Standards** those qualifications or criteria established by the Authority as the minimum requirements of an Operator engaged in an airport business as described in Appendix 3 herein.
- 62. **Movement Area**: Portion of the AOA containing the runways, taxiways, and areas designated by the Director adjacent to runways and taxiways for aircraft movement.
- 63. **NAVAID**: Any visual or electronic device airborne or on the surface which provides point-to-point guidance information or position data to aircraft in flight.
- 64. **Non-aviation Business** a business type whose operations do not require runway access or airport orientation and does not provide a direct aeronautical service.
- 65. **NFPA** National Fire Protection Association.
- 66. **NOTAM -Notice to Airmen:** Notices to the flying public (airmen) through FAA notice system. Normally initiated by message to the nearest AFSS. NOTAMs are issued by the Authority as needed to describe nonstandard conditions existing on the Airport.
- 67. **Object Free Area**: A two-dimensional ground area surrounding runways, taxiways and taxilanes that is clear of objects except for objects whose location is fixed by function.
- 68. **Operator** a person engaged in a Commercial Activity.
- 69. **Paragraph headings**: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision or article of these regulations.
- 70. **Permit -** a written agreement between the Authority and a Permittee to conduct specific activities on Airport facilities and/or property.
- 71. **Permittee -** any person named as such in a permit with the Authority.
- 72. **Person**: Shall refer to any individual, firm, partnership, corporation, company, association, joint stock association, or political body, and includes any trustee, receiver, employee, assignee, agent, or similar representatives thereof.
- 73. Ramp: See Apron.
- 74. **Runway**: Portion of the AOA designated for the departure and arrival of aircraft.
- 75. **Safety Areas**: The surface adjacent to runways, taxiways and taxilanes over which aircraft and emergency vehicles should in dry weather, be able to cross at normal operating speeds without incurring significant damage. A safety area is graded, drained, and compacted. It is free of any hole, trench, hump or other significant surface variation

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- or object, other than one that must be there because of its essential aeronautical function. Such objects should be minimum practicable height and mass; they must be frangible at ground level.
- 76. **SASO** Specialized Aviation Service Operator: Any business, duly permitted and authorized by written agreement with the Authority to provide specified aeronautical services at the airport as provided for herein, under strict compliance with such agreement and pursuant to minimum standards and airport regulations. SASOs are not FBO operators.
- 77. **Secured Area**: Area designated by Airport where it must prevent and detect the unauthorized entry, presence, and movement of individuals and ground vehicles into and within area.
- 78. **Self-Service** aircraft repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner. Such activities are restricted as provided by FAA regulation or guidance.
- 79. **SIDA**: Security Identification Display Area on the Airport where employees are required to display identification approved by the Airport at all time. Prerequisites for this area are listed in 14 CFR Part 1542, Airport Security and provided for in the most current edition of the Airport Security Plan (ASP).
- 80. **Sterile Area**: Area of the terminal building use for holding screened passengers for boarding onto scheduled air service commercial aircraft.
- 81. **Small Aircraft** an aircraft of less than 12,500 pounds, maximum certified take-off weight.
- 82. **Sublease** A written agreement, approved by the Authority, stating the terms and conditions under which a third-party Operator leases space from a Lessee for the purpose of providing aeronautical services at the Airport.
- 83. **Taxilane** the portion of the Airport apron area, or any other area, used for access between taxiways and aircraft parking or storage area.
- 84. **Taxiway** a defined path established for the taxiing of aircraft from one part of the Airport to another.
- 85. **Tenant**: A Person who has an agreement or lease with the Authority allowing said Person to make use of some area of the Airport property.
- 86. **Terminal**: Shall refer to the Terminal building located at 724 Airport Drive, Montoursville, PA.
- 87. **Tower**: Shall refer to Federal Contract Air Traffic Control Tower located on the Airport.
- 88. **TSA-Transportation Security Administration**: Division of the Department of Homeland Security (DHS) tasked with security of Airports.
- 89. **TSR**: **Transportation Security Regulation**, document promulgated by TSA in accordance with law.
- 90. Ultralight Aircraft: Any aircraft meeting the standards outlined in 14 CFR Part 131.1.
- 91. **UAV Unmanned Aerial Vehicle:** An unmanned aerial vehicle (UAV) or uncrewed aerial vehicle, commonly known as a drone, is an aircraft without any human pilot, crew or passengers on board. UAVs are a component of an unmanned aircraft system (UAS),

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which include additionally a ground-based controller and a system of communications with the UAV. The flight of UAVs may operate under remote control by a human operator, as remotely piloted aircraft (RPA), or with various degrees of autonomy, such as autopilot assistance, up to fully autonomous aircraft that have no provision for human intervention.

- 92. **Users**: All persons who are lawfully on the property of the Airport and engaged in lawful activities.
- 93. **Vehicle Parking Area** any portion of the Airport designated and made available temporarily or permanently by the Director for the parking of vehicles.
- 94. **Warning Notices**: System of notice to advise airport users and tenants of violations of lease agreements or other Airport polices.

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# Montoursville, Pennsylvania AIRPORT RULES AND REGULATIONS

Section 200: General Information

## A. Scope

The Airport is owned and operated by the Williamsport Municipal Airport Authority. These Airport Rules and Regulations (ARR) have been adopted by the Authority to establish and promulgate the standards for maintenance and promotion of the health, good government and welfare of the Williamsport Regional Airport; to provide for the best performance of Airport functions; to promote the security of persons using Airport facilities; and, by such rules and regulations provide suitable penalties for the violations thereof.

- 1. ARR shall govern all persons using the Airport. Administration of the terms of these ARR shall be the responsibility of the Director. Policymaking activities of these ARR reside with the Authority.
- 2. Regardless of these ARR or federal regulations, when an emergency exists at the airport, the Director is empowered to issue such directives and take such action as necessary to protect all people, property, assets, and promote the safe operation of the Airport. Such directives and actions of the Director have the power of regulation as long as the emergency exists.
- 3. Should any of these ARR conflict with federal, state, or local government law or ordinance, then such federal, state, or local government authority takes precedence.
- 4. These ARR shall in no way supercede or abrogate regulations set forth in Federal Aviation Administration Regulations, Part 139, CERTIFICATION OF AIRPORTS, nor TSR Part 1542, AIRPORT SECURITY.
- 5. If any provision of these ARR is held invalid, the remainder of the ARR shall continue to be valid. Future amendments, additions, deletions, or corrections to these ARR will be incorporated into the document as required or directed by the Airport Authority.

#### **B.** Ownership and Operation

The Williamsport Regional Airport is owned and operated by the Williamsport Municipal Airport Authority; an entity formed under the laws of the Commonwealth of Pennsylvania. The Authority appoints an Executive Director to manage and oversee the daily operations at the Airport.

The Williamsport Regional Airport is a non-hub, commercial service airport serving Lycoming County with a service area of approximately six counties in Northeastern Pennsylvania. The Airport is a 24 hour-per-day facility offering services to all commercial, general aviation, and military aircraft.

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#### C. Compliance and Enforcement

All persons (employees, users, customers, and visitors) are expected to comply with the provisions of these ARR. The Director is hereby officially directed by the Authority to enforce these ARR and utilize Montoursville Police Department or other local agencies for assistance if necessary and appropriate.

The Williamsport Regional Airport is a public access facility subject to all federal, state, and local laws and ordinances applicable to a publicly held airport facility. Violators of said laws and ordinances are subject to criminal and/or civil penalties.

#### **D.** Warning Notices

- 1. The Williamsport Regional Airport has incorporated a system to track violations of these ARR as well as violations of Airport agreements. A Warning Notice (Figure 200-1) will be issued to any airport tenant found in violation of these ARR or tenant agreements. A copy of the Warning Notice will be completed and a copy given to the offender. The tenant must complete the corrective action portion of the form and return it to the Administrative Offices within 10 working days. Tenants are advised that Warning Notices documenting breaches of Agreements between the tenant and the Authority and may be used to initiate corrective actions against leaseholders.
- 2. Violations of Airport driving policies and security measures also carry personal consequences for all employees. Violations of airside driving policies will be handled in the following manner:

<u>First Offense</u>: The violator must attend remedial training conducted by Airport staff. <u>Second Offense</u>: The violator will have airside driving privileges suspended for a period specified by the Director not to exceed 90 days.

<u>Third Offense</u>: The violator's airside driving privileges may be further suspended or permanently revoked. To be reinstated and the employee will have to demonstrate their knowledge of airside driving to the satisfaction of the Director.

Depending on the severity of any offense, the Director has the right to suspend or revoke airside-driving privileges of any person at any time.

Driving offenses are cumulative and violations will be tracked on offenses within any 24-month period. All violators receiving suspensions or revocations may appeal to the Authority, whose decision shall be final.

3. Employee violations of the Airport Certification Manual or Airport Security Program will be handled in the following manner:

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<u>First Offense</u>: The violator must attend remedial security or safety training conducted by Airport Administration. Security violators may also be subject to personal fines in accordance with TSR 1540.

Second Offense: The violator will have AOA/SIDA access privileges suspended for a period specified by the Director not to exceed 90 days. Security violators may also be subject to personal fines in accordance with TSR 1540.

<u>Third Offense</u>: The violator's AOA/SIDA access privileges may be suspended for a period of six months or permanently revoked. For reinstatement, the employee will have to demonstrate their knowledge of the Airport Security Plan to the satisfaction of the Director of Aviation. Security violators may also be subject to personal fines in accordance with TSR 1540.

Safety and Security offenses are cumulative, and violations will be tracked on offenses within any 24-month period. All violators receiving suspensions or revocations may appeal to the Authority, whose decision shall be final.

Security and safety violations are cumulative, and violations will be tracked for any and all employment periods at the airport. For example, Violator 1 has two security violations against them while working for Tenant A. Violator leaves the employ of Tenant A for three months and returns as an employee of Tenant B. Violator 1 commits a security violation and will be subject to the consequences as a third offense. Depending on the severity of the security offenses, the Executive Director reserves the right to suspend or revoke AOA/SIDA access privileges of any person at any time.

4. Violations of the Airport tenant or concessions agreement shall be documented and handled in accordance with said lease or concessions agreements.

#### E. Severability

If one or more clauses, sections, or provision of these Airport Rules and Regulation shall be held to be unlawful, invalid, or unenforceable by final judgement of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect any other clauses, sections, or provisions of these Airport Rules and Regulations.

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# Montoursville, Pennsylvania AIRPORT RULES AND REGULATIONS

Section 300: General Rules of Conduct

#### A. Signs, Fences, Barricades

No person shall disregard or violate any posted signs, fences, and barricades prohibiting entry upon restricted areas or governing the activity of the public while on Airport property.

#### **B.** Disorderly Conduct

No person shall commit any disorderly, obscene, or indecent act or commit any nuisance on Airport property.

#### C. Admission to Facilities

No person except Airport employees shall enter any transformer vault or storage room in the Terminal or any Airport facility not leased or used in common with the general public except in cases of emergency.

#### D. Access to AOA/SIDA

- Access to the AOA and SIDA are restricted for safety and security reasons. Except for
  passenger enplaning or deplaning the general public is prohibited from the AOA/SIDA
  unless escorted by a person with authorized escort privileges by the Director. The
  general public is also prohibited from all other areas of the Airport posted as being
  restricted.
- 2. No person may access the AOA without the permission of the Director and have received appropriate clearance from the Tower. Any person accessing the AOA must be trained in appropriate behavior while on the AOA and always maintain radio communications with the Tower.
- 3. Aircraft requiring the presence of security guards must coordinate this requirement with the Director.
- 4. Pedestrians or motor vehicle operators observed in other than public use areas without authorization by the Director will be considered trespassing and subject to arrest.

#### E. Property Damage

Any and all Airport property destroyed, injured, or damaged by accident or otherwise shall be repaired or replaced by the party or parties responsible for such destruction, injury or damage thereto. The decision to repair or replace any piece of Airport property shall rest with the discretion of the Director.

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#### Section 300: General Rules of Conduct

#### F. Accidents

Any accidents whether involving individuals, motor vehicles, or aircraft shall be reported to the Director at the earliest possible time.

#### G. Roads, Walks, Ramps, Aprons, Taxiways and Runways

No person shall use the roads, walks, ramps, aprons, taxiways or runways in such a manner as to obstruct their proper use. No person shall be permitted to enter the aircraft aprons and ramps unless carrying out duties pertaining to the operation or servicing of aircraft or equipment and when involved as a passenger on an aircraft. Any individuals entering any apron, taxiway and runways are also subject to applicable rules and regulations developed by other state and federal entities and shall obey said rules.

#### H. Sanitation

No person shall deposit garbage, papers, refuse, or other forms of trash on the Airport except in the receptacles provided for that purpose. Commercial dumpsters are for the exclusive use of the Airport and select Airport tenants. The depositing of refuse in said dumpsters by others is prohibited.

No person shall use a rest room other than in a proper and sanitary manner and shall not commit any nuisance in said areas.

#### I. Construction and Alterations

No person may perform any construction, alteration, electrical, plumbing, or any other related type activity in any Airport hangar or building without prior approval of the Director. The scope of the work requested will determine if plans must be submitted for approval.

#### J. Signs, Advertising, and Displays

No person shall post, distribute, or display signs, advertisements, handbills, literature, circulars, pictures, sketches, drawings or other forms of printed or written material without first obtaining written permission from the Director. Airport tenants may only post signs on their leasehold that are related to their business.

#### K. Picketing, Marching, and Demonstrations

No person may walk in a picket line as a picket or take part in a labor or other demonstration on any part of the Airport, except in or at the place specifically assigned by the Director for such picketing or other permitted demonstration. Any such picketing, marching, or demonstration shall be conducted in the peaceful and orderly manner contemplated by law without physical harm, molestation, threat or harassment of persons, obscenities, violence,

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breach of the peace or other unlawful conduct; without obstructing the use of the Airport by others; and without hindrance to or interference with the proper, safe, orderly, and efficient operations of the Airport and the activities conducted thereon; and any such picketing, marching, or demonstration shall be conducted pursuant to conditions outlined herein in each instance.

#### L. Model Aircraft

No person shall operate or release any model aircraft, drone, rocket, kite, balloon, or other similar contrivance at or upon Airport property without the prior written approval of the Director.

#### M. Animals

No person shall enter the Terminal with an unrestrained dog or other animal except for certified assistance animals. Dogs or other animals, other than certified assistance animals, brought into the Terminal shall be restrained in a pet carrier or held by the owner. All animals brought on Airport property other than the Terminal must be restrained by a leash or confined in such a manner as to be under control at all times.

#### N. Firearms, Explosives, Flammable Materials

No person, except as specifically allowed by state or federal law, shall possess any firearm, illegal knife, club, prohibited weapon, explosives or flammable material in the Terminal. This rule does not apply to firearms properly packed and prepared for shipment on an aircraft.

#### O. Smoking

The Terminal Building is a no smoking facility in its entirety.

No person may smoke on the aircraft aprons or ramps, in any hangar, or in any other place on the Airport where smoking is specifically prohibited. Smoking on aircraft ramps and hangars is prohibited. Smoking is only allowed in locations designated for that purpose.

#### P. Lost Articles

Any person finding lost articles about the Airport grounds shall turn them over to the Airport Administration.

#### O. Malfunctions

Any malfunction of any Airport facilities shall be immediately reported to the Director.

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#### Section 300: General Rules of Conduct

#### R. Drainage

No person by action or inaction may cause any interference with any drainage system on Airport property or its environs.

## S. Response to Notifications

When the Director has notified any person on the Airport to correct any violation of any lease agreement, ACM, ASP, or this ARR for which such person is responsible, said person shall correct such violation in the manner and within the time prescribed in the notification or request received.

## T. Aircraft Maintenance by Owner

No right or privilege granted herein shall serve to prevent any Person operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform subject to any limitation provide for in the FARs, FAA Compliance Manual, these Airport Rules and Regulations or a properly executed lease agreement.

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# Montoursville, Pennsylvania AIRPORT RULES AND REGULATIONS

Section 400: Aircraft Operations

#### A. Aeronautical Activities

All aeronautical activities at the Airport and all flying of aircraft in the airspace about the Airport shall be conducted in conformity with the federal, state, and local laws and regulations.

## B. Aeronautical Activities Regulated by Airport Management

- 1. Closure of Airport
- 2. Restricting or prohibiting flight activities.
- 3. NOTAM issued by airport management personnel in addition to those issued by the FAA.
- 4. Fees charged for landing of aircraft.
- 5. Written approval for air shows or other special events.
- 6. Designating aircraft parking areas.
- 7. Other activities as deemed necessary for the safe and efficient operation of the facility.

#### C. General

- 1. The Air Traffic Rules as established by the FAA and currently in effect or as subsequently revised or amended, are hereby adopted by reference and made part of these rules. All persons conducting any aircraft operation on or from the Airport shall comply with said rules.
- 2. Aircraft equipped with tailskids may not operate on any portion of the Airport.
- 3. Operations involving non-powered aerial vehicles are prohibited except in emergencies or with the express written permission of the Authority.
- 4. Following a landing or prior to take-off and at all times while taxiing the aircraft operator shall maintain control of the aircraft. All aircraft shall be taxied at reasonable speeds.
- 5. No person shall take or use any aircraft, aircraft parts, instruments, or tools owned, controlled or operated by any other person while such items are stored, housed, or otherwise left on the Airport without the written consent of the owner or operator thereof, or satisfactory evidence of the right to do so duly presented to the Director upon request.
- 6. Any person who damages or destroys Airport property accidently or otherwise shall be responsible for paying for the repair or replacement (as determined by the Director) of the property.

## D. Aircraft Accidents/Incidents on or Adjacent to the Airport

- 1. Aircraft accidents/incidents must be reported immediately to the Director.
- 2. The disposition of a disabled aircraft is the responsibility of the aircraft owner or operator. However, the Director has the power, authority and option to direct removal or

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## Section 400: Aircraft Operations

relocation of a disabled aircraft from any location on the Airport at his discretion considering the best interests of the facility.

- 3. The Director controls access to aircraft accident/incident scenes.
- 4. No person may move or otherwise disturb an aircraft accident/incident scene until said scene is released to the Director by proper authority, generally being the FAA or NTSB.
- 5. Witnesses of and participants in any aircraft incident/accident on the Airport shall make a full report thereof to the Director as soon as possible after the incident/accident.

#### E. Abandoned, Damaged or Disabled Aircraft

- 1. An aircraft owner, their pilot, or authorized agent is responsible for the prompt disposal of a wrecked aircraft and its parts to avoid interference with airport operations unless specifically directed by the Director, appropriate law enforcement officer, or Federal authority to delay removal pending investigation.
- 2. The owner or operator shall remove all damaged or disabled aircraft and parts on the Airport from public view within 24 hours of completion of investigation and subsequent release by appropriate authorities, except for commercial repair operations.
- 3. If any owner or operator abandons or otherwise neglects or refuses to move an aircraft or parts as instructed by the Director, such aircraft or parts may be removed by the Director at the owner's or operator's expense without liability for damage which may result in the course of or after such removal.

## F. Taxiing or Towing of Aircraft

- 1. The Director is authorized to tow or otherwise direct the relocation of aircraft parked or stored in unauthorized areas.
- 2. Aircraft shall not be taxied into or out of any hangar or other building.
- 3. Aircraft may only taxi onto movement areas with the approval of the ATCT.
- 4. Aircraft may not be towed on the movement areas without approval from ATCT.

## **G.** Engine Operations

- 1. Operating aircraft engines inside a hangar is prohibited.
- 2. No aircraft engine shall be started or run unless a competent operator shall be attending the controls.
- 3. Chocks shall always be placed in front of the main landing wheels before starting an engine unless the aircraft is equipped with adequate locking brakes.
- 4. Under no circumstances is any aircraft engine or engines to be started or run up at a distance less than 50 feet from any building, inside any hangar, or within 10 feet from any hangar. Aircraft shall be started and warmed up only in areas designated for such purpose. Engines shall not be operated in such a position that hangars, shops, buildings, spectators, automobiles, or other aircraft shall be in the path of jet blast or propeller wash.

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## Section 400: Aircraft Operations

#### H. Aircraft Storage and Repair

- 1. Aircraft shall be parked, serviced, loaded and unloaded at designated parking locations or passenger terminal gates.
- 2. No aircraft shall be left unattended on the Airport unless properly secured or within a hangar. Owners of aircraft shall be held responsible for any damage resulting from failure to comply with this rule.
- 3. No aircraft shall be parked or left unattended within 100 feet of neither the edge of any taxiway nor 250 feet of any runway.
- 4. Except during active refueling operations, no aircraft shall be parked or left unattended within 50 feet of any refueling vehicle.
- 5. General aviation aircraft are normally prohibited from using the air carrier parking (SIDA) apron. Exceptions to this rule must be coordinated with the Director.
- 6. Aircraft repair and maintenance may only take place in areas designated by the Director for such activity.
- 7. Aircraft repair and maintenance in any T-Hangar is limited to that which the named hangar lessee may personally execute as certified by applicable FAR. In no case will any T-Hangar be utilized for major engine overhauls.
- 8. T-hangars may not be utilized for aircraft construction. Provisions for home building of aircraft will be considered on a case by case basis.
- 9. Aircraft owner/operators are solely responsible for notifying the Director within one hour of the occurrence of a spill of hazardous materials. Owners/operators are solely responsible for clean up and disposal of any hazardous material spills.

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# Montoursville, Pennsylvania AIRPORT RULES AND REGULATIONS

Section 500: Vehicle Operations

The following pertains to the operation of motor vehicles on the Airport.

#### A. General

- 1. No person shall operate any motor vehicle on the aprons, taxiways, runways, or grassed areas in the Airport except the following:
  - a. Persons using motor vehicles to service an aircraft.
  - b. Persons using motor vehicles to load and unload passengers from GA aircraft.
  - c. Aircraft maintenance crews engaged in official duties.
  - d. Aircraft refueling vehicles based on the Airport and operated by qualified personnel.
  - e. Tenant vehicles employed specifically for use in servicing, towing an aircraft.
  - f. Executive Director.
  - g. Airport Maintenance Personnel.
  - h. ARFF vehicles.
  - i. FAA Maintenance vehicles.
  - j. Any other vehicles approved by the Director.
- 2. The Director has the authority to deny, restrict, or cancel the right of any motor vehicle driver from operating on the Airport. Such denial, restriction or cancellation shall not be unreasonable.
- 3. State and local traffic ordinances, rule or regulations apply to all motor vehicles operating on the Airport.
- 4. Privately owned vehicles may not be parked, serviced, repaired, or stored on Airport property unless authorized by the Executive Director. T-hangar tenants are permitted to park vehicles in their hangar space when their aircraft are not in the hangar. For the purposes of security, the parking of vehicles outside of T-hangars is prohibited.
- 5. No person shall be permitted to make repairs to any vehicle on Airport property, except emergency repairs necessary to get the vehicle off the Airport. Washing of vehicles is not permitted on Airport property without the approval of the Director. FBO, airline, and rental car tenants may provide vehicle servicing and washing in accordance with their agreements with the Authority.
- 6. No person shall deposit, dump, cast, throw, or leave any waste, garbage, papers, or other refuse from any motor vehicle, upon Airport property.
- 7. All motor vehicles and mobile equipment shall be operated in strict compliance with posted traffic signs and established policies. Such vehicles shall be always operated under the safe control of their operators.
- 8. As a part of a lease agreement with the Authority, the Authority may establish minimum liability insurance limits for tenant business vehicles and other privately owned vehicles that are allowed access to the Airport aprons and AOA.
- 9. The Authority has the authority to establish conditions and regulations relating to use of all roads on the Airport.

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## Section 500: Motor Vehicle Operations

10. Any person driving through any perimeter gate at the Airport is required to ensure said gate closes fully behind them.

#### **B.** AOA Motor Vehicle/Equipment Operation

- 1. No person shall operate any motor equipment on the Airport except in a safe and reasonable manner and in conformance with all directional and instructional signs.
- 2. Before moving any motor vehicle, the operator shall walk around the vehicle to ensure the path is clear of all aircraft, other vehicles, obstructions, or personnel. All refueling vehicle operators shall ensure all hoses, nozzles, ground wires, and ladders are properly stored before moving.
- 3. Any person backing on the aircraft aprons shall have a safety guide in full view to guide them.
- 4. No vehicles shall be operated on any runway or taxiway of the Airport without the express approval of the Director. Persons receiving permission from the Director shall be controlled by the ATCT.
- 5. Unless otherwise posted, the speed limit on the AOA is 25 mph except on the parking aprons where the maximum speed limit is 15 mph. The exception to the maximum speed limit is emergency vehicles responding to an incident/accident.
- 6. Motor vehicle operators shall give the right-of-way to all aircraft moving under power or tow. All operators shall pass behind any moving aircraft.
- 7. Motor vehicle operators shall not park or maneuver closer than ten (10) feet from any aircraft. Specialized service vehicles are exempt from this rule.
- 8. Aircraft fuel service vehicles shall be parked no closer than fifty (50) feet to any building nor ten (10) feet to any other vehicle.
- 9. All AOA vehicle operators shall receive specialized training from their company prior to driving on the AOA and be certified by the Airport to operate any vehicle on the AOA. All T-hangar tenants will receive training from Airport Administration upon entering into a hangar agreement.
- 10. All vehicles operating on the AOA and ramp areas shall carry appropriate lights and markings identifying them as authorized to be in those areas. Said lights and marking shall be in accordance with FAA Advisory Circulars and policy established by the Airport Authority in the ASP or ACM

## C. Car Rental Companies

- 1. Any businesses conducting car rental activity on the Airport must have a written agreement with the Authority.
- 2. Airport rental car tenants are restricted to conducting all rentals and returns in the areas so designated for that use. The conduct of car rental business on the front curb of the terminal is prohibited. The only exception to this rule would be in accommodating handicapped customers.

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## Section 500: Motor Vehicle Operations

- 3. Airport rental car tenants are required to observe state and local laws regarding parking and use of driving lanes at the Airport. Tenants may not block crosswalks, driving lanes, or any entry or exit point with their vehicles.
- 4. Off-site car rental companies are addressed below.
- 5. See Landside Usage below.

#### D. Courtesy Vehicles/ Off-site Car Rental Companies

- 1. This section applies to any courtesy vehicle operated by any person and off-site car rental companies.
- 2. Courtesy vehicles may only stop on the front curb to load and unload customers.
- 3. Courtesy vehicles shall stop only while in the process of loading and unloading customers with bona fide reservations. Upon request of an authorized representative of the Airport, the operator of any courtesy vehicle shall provide the name of a customer to be picked up or dropped off.
- 4. Courtesy vehicles shall be identified by the name and company logo clearly displayed on said vehicle.
- 5. Operators of off-site car rental courtesy vehicles are prohibited from the solicitation of business in any manner upon the Airport. The operation of these courtesy vehicles shall be specifically limited to the pickup or drop off of pre-reserved customers.
- 6. Operators of courtesy vehicles shall remain with their vehicles at all times.
- 7. Company employees of businesses operating courtesy vehicles for off airport car rental companies may not enter the terminal building while in company uniform.
- 8. See Landside Usage below.

#### E. Fuel Service Vehicles

- 1. Only fully trained and qualified personnel shall operate fuel service vehicles.
- 2. Vehicles shall be parked in a manner that will facilitate dispersal in the event of an emergency, provide reasonable access for fire control purposes, prevent any potential leakage from draining into any building, and minimize exposure to aircraft.
- 3. Fuel service vehicles shall not be parked within fifty (50) feet of any building nor within ten (10) feet of any other piece of equipment.
- 4. All fuel service vehicles shall be inspected by the Airport prior to being put into service and then be inspected at least quarterly.
- 5. It is the owner/operator's responsibility to ensure all refueling activities meet the standards established by the Airport Certification Manual.

#### 6. Landside Usage

1. The landside is defined as all those areas outside the Airport perimeter fence but still within the designated Airport property line including the front curb of the Terminal.

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# Section 500: Motor Vehicle Operations

- 2. The front curb of the passenger Air Terminal is reserved for the exclusive use of the air-traveling public. Parking on this curb is for the active loading and unloading of passengers only. All unattended vehicles are subject to ticketing and/or towing at the owner's expense.
- 3. No vehicle may park in a space designated for specific use (Permit Only, Police, Rental Car, etc.) without the express permission of the Director.
- 4. No person may park any vehicle within ten (10) feet of any fence or gate surrounding the Airport. Said vehicles will be subject to being ticketed and towed at the owner's expense.

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### Montoursville, Pennsylvania

#### AIRPORT RULES AND REGULATIONS

#### Section 600 Commercial Activities

The following pertains to the operations of all Commercial Activities on the Airport.

#### A. General

- 1. Any commercial activity on Airport property must have a fully executed permit, lease, agreement, or contract with the Authority. This provision applies to all businesses located on Airport property and any company off the Airport premises that desires to enter onto the property to conduct a commercial activity with the exception of transient business operators. Provisions for said agreements are outlined in the Leasing Policy attached herein.
- 2. All tenant operators will be granted use of all facilities upon payment of all appropriate fees/rents/charges established by Agreement with the Authority. Said Agreements will identify specific commercial activities approved for each Airport tenant.
- 3. Tenants will not be allowed to engage in activities beyond the scope of their agreements/leases with the Authority.

#### B. Tenant Operations - Mandatory Compliance or Prohibited Activities

- 1. As a condition of all agreements, all tenants must certify that they are in compliance with these ARR, and any Minimum Standards established by the Authority relating to the tenant's operation.
- 2. Tenants are prohibited from sublease or sublet, or assignment of lease, of any premises located on the Airport controlled real estate without prior written approval of the Authority.
- 3. Tenants are responsible for training their employees on the contents of these ARR, Airport Minimum Standards, contents of the tenant lease agreement with the Authority, and applicable portions of the current FAA approved Airport Certification Manual, and TSA approved Airport Security Program. Failure to do so may result in fines or suspension of activities.
- 4. Tenants must ensure that all tenant employees meet the physical and mental standards necessary for the safe conduct of each employee's job task, especially as these tasks relate to safe conduct in and around aircraft and all other areas of the AOA.
- 5. Tenants are aware that any of their employee requiring access to the SIDA in the normal course of their duties will be subject to any Security Threat Assessments or Criminal History Background Check before such access may take place. Such assessments and background checks will be at the cost of the applicants.
- 6. Any changes to any building, structure, ramp, or other Airport property requires prior written approval of the Director and must comply with local building codes and inspections as well as any architectural guidelines of the Airport.

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#### Montoursville, Pennsylvania

#### AIRPORT RULES AND REGULATIONS

## Section 700 Security

#### A. General

- 1. At the time of this writing, IPT was not required to meet the criteria for establishment of a SIDA. References and requirements described herein for SIDA access will be implemented at such time that IPT is directed by TSA to do so.
- 2. All persons having access to the AOA, Secured Area or SIDA of the Williamsport Regional Airport are subject to the provisions of the most current TSA approved Airport Security Program (ASP). Each person, by virtue of accessing these areas, consents to all provisions outlined in the ASP and acknowledges that they are familiar with the contents of the ASP. In the event of any conflict between this regulation and the ASP, the provisions of the ASP shall prevail.

#### B. Aircraft

- 1. When the condition or mission of an aircraft requires a security guard or police protection, the owner or operator of the aircraft is responsible for obtaining and paying security personnel. Coordination of such activity with the Director is required.
- 2. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on the airport.
- 3. Any person observing any irregular activity in or around aircraft should immediately notify appropriate authority.

#### C. AOA/Secured Area/SIDA

- 1. All persons in these areas should carry on their person appropriate identification as identified in the ASP.
- 2. All persons working at the Airport are responsible for safeguarding doors, gates, and other access points to these areas.
- 3. All persons working in these areas are responsible for challenging any unfamiliar person observed in these areas. Challenge requirements can be fulfilled by contacting the LEO, your immediate supervisor or Airport Administration to report unfamiliar persons and keeping said persons in sight until units respond.
- 4. Persons entering these areas via perimeter gates shall not let other vehicles enter behind them and shall ensure all gates and doors close securely behind them prior to proceeding away from such gates or doors.
- 5. A breach of security caused by a tenant or tenant employee that results in a TSA or Airport finding of negligence will be cause to review, fine and possibly cancel or curtail tenant access to these areas.

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# Section 700 Security

- 6. All tenants are put on notice that any breach of security caused by the tenant or tenant employee, that results in the Airport receiving a TSA fine, said fine will be the financial responsibility of the offending tenant.
- 7. All tenants bringing visitors, vendors, etc., onto any airport area shall be solely responsible for the behavior and escort of such visitors.

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# Montoursville, Pennsylvania

## AIRPORT RULES AND REGULATIONS

## Section 800 Handling Hazardous Materials/ Fire Hazards

## A. Aircraft Fueling and Defueling

- 1. No aircraft shall be fueled or defueled (hereinafter referred to as fueling operations) while the engine(s) are running or while such aircraft is in a hangar or enclosed space unless authorized by the Director during emergency situations.
- 2. Smoking is not permitted within fifty (50) feet of any aircraft involved in fueling operations. Smoking is not permitted within fifty (50) feet of any fueling apparatus at any time.
- 3. No fueling vehicle may be parked within fifty (50) feet of any building or ten (10) within any other piece of equipment. No fueling vehicle may be parked for storage within fifty (50) feet of any aircraft.
- 4. No person shall operate any radio transmitter receiver or switch electrical appliances off or on in any aircraft during fueling operations.
- 5. During fueling operations, the aircraft and the fuel dispensing apparatus shall be in accordance with the adopted standards in the current approved edition of the ACM.
- 6. Persons engaged in fueling operations shall exercise care to prevent overflow of fuel.
- 7. Passengers are not allowed inside of aircraft during any fueling operation unless an attendant is present at or near the cabin door.
- 8. Only personnel engaged in the fueling, maintenance and operation of an aircraft shall be permitted within 50 feet of aircraft during fueling operations except as provided in 7. above.
- 9. No person shall use any materials during fueling operations, which are likely to cause static discharge.
- 10. Adequate fire extinguishers shall be within ready reach of personnel engaged in all fueling operations.
- 11. No person shall start the engine of any aircraft when there is flammable liquid on the ground under said aircraft.
- 12. Any person conducting fueling operations at the Airport is required to meet all requirements provided in the Airport Certification Manual, Section 321.

#### **B.** Fire Hazards/Hazardous Materials:

- 1. No person shall smoke on the aircraft aprons, in any hangar, or in any other area of the Airport designated as nonsmoking by posted signs. Under no circumstances shall any person smoke within 50 feet of any aircraft or storage area for flammable materials.
- 2. No person shall use flammable or volatile liquids in the cleaning of aircraft, aircraft engines, propellers, and appliances or accessories unless such cleaning operations are conducted in open air, or in a room specifically set aside for that purpose. Such room shall be properly ventilated, fire-proofed, and equipped with adequate and readily

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# Section 800 Handling Hazardous Materials/ Fire Hazards

- accessible fire extinguishing apparatus. Appropriate no smoking signs are required to be posted in such areas observing a minimum distance of 50 feet.
- 3. No person shall conduct any open flame operations in any hangar or part thereof or any place on the Airport unless specifically authorized by the Director.
- 4. No person shall store or stock materials or equipment in such a manner as to constitute a fire hazard.
- 5. No person shall keep, store, or discard any flammable liquids, gasses, signal flares, or other similar materials in any hangar or other building on the Airport unless such storage/handling is in accordance with applicable environmental and safety standards. In T-Hangars: Such materials may be kept in aircraft in the proper receptacles installed in an aircraft for such purposes. Quantities of flammable liquid stored in any T-Hangar in excess of that contain in an aircraft necessary to its operation, shall not exceed ten (10) gallons and shall be stored in approved containers.
- 6. No person shall keep or store lubricating oils in or about any hangar, provided that such materials may be kept in aircraft in the proper receptacles installed in said aircraft for such purposes or in containers with suitable draw-off devices or in buildings designed for the storage of such material. In T-Hangars: Such materials may be kept in aircraft in the proper receptacles installed in an aircraft for such purposes. Quantities of lubricating oils stored in any T-Hangar in excess of that in the aircraft shall not exceed four (4) gallons and be stored in approved containers or shipping boxes.
- 7. Tenants shall provide suitable metal receptacles with self-closing covers for the storage of oily wastes, rags, and other rubbish. The tenants shall remove all such waste daily.
- 8. No person shall use volatile flammable substances for cleaning floors of any building on the Airport.
- 9. All lessees on the Airport shall keep floors of the hangars, aircraft parking aprons, pits, and areas adjacent thereto free and clear of all oil, grease, rubbish, and other flammable materials.
- 10. Doping and painting processes shall be conducted only in designated and properly designed fireproofed and ventilated rooms or buildings in which all illumination, wiring, heating, ventilation equipment, switches, outlets, and fixtures shall be spark-proof. No person shall enter or work in a dope or paint room while doping or painting processes are being conducted unless such person wears spark-proof shoes. Any facility to be used for this activity must meet appropriate local, state, and federal environmental standards.
- 11. No person shall remove or cause to be removed from its holder, container, reel, or bracket any equipment or device used in fire prevention except in case of emergency or fire.
- 12. All hangar doors, fire hydrants and all firefighting apparatus shall be kept clear of obstructions at all times.
- 13. All lessees are required to keep all firefighting equipment in first class condition. All fire apparatus shall prominently display appropriate and current inspection tags.
- 14. All lessees' premises are subject to fire inspections by any person designated by the Director. Lessees will open said premises to any inspection sanctioned by the Director given reasonable notice of the inspection.

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# Section 800 Handling Hazardous Materials/ Fire Hazards

- 15. Waiver requests to the rules contained in this section may be submitted to the Director for consideration. The Director will evaluate any waiver request with the safety of Airport and tenant persons and property in mind. The Director's decision regarding waivers to this section will be final.
- 16. When the Director has notified or requested any person on the Airport to correct or eliminate any fire hazard for which such person is responsible, said person shall correct or eliminate such hazard in the manner and within the time prescribed in the notification or request received.

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### Montoursville, Pennsylvania

AIRPORT RULES AND REGULATIONS Appendix 1: Contractor Requirements

#### A. Introduction

Welcome to the Williamsport Regional Airport (IPT). The purpose of this Appendix is to provide you with information as it relates to working in the unique environment of an airport. If you have worked at other airports, you have an idea of what will be expected of you. Please keep in mind, all airports are different and as such are operated differently. If you have a question regarding any airport matter, please refer them to Williamsport Regional Airport staff.

This is an condensed version of the complete Airport Rules and Regulations document but all measures of the ARR apply to contractor operations.

#### **B.** Security

- 1. All personnel working in the restricted Air Operations Area (AOA) are required to be authorized in the area by Airport Administration or be under escort by an Airport-approved individual. Contractors shall arrange to always have necessary escort personnel in each work area.
- 2. The Williamsport Regional Airport is required to meet all standards in accordance with TSR 1542 and the most current, approved Airport Security Program. Depending on the work site all contractor employees may have to submit to Criminal Background History Checks and attend security classes. Cost of said checks and classes and the issue of any identification media associated with the contract shall be borne solely by the individual employee or the contractor.
- 3. If a TSA fine is imposed on the Authority because of a contractor's negligence of security responsibilities, that contractor shall be responsible for such fine.

#### C. Vehicles in the Air Operations Area

- 1. Any persons required to drive on the Air Operations Area (AOA) to perform their jobs are required to complete a driving and airport familiarization class. Call Airport Administration to arrange a class. A copy of the Airport vehicle rules and regulations will be distributed at the time of the class.
- 2. All contractor vehicles requiring access to the AOA must have a valid AOA pass issued by the Airport. To receive this pass, the company or vehicle owner must present a valid Certificate of Insurance naming the Williamsport Municipal Airport Authority as coinsured with minimum liability of \$1,000,000 on each vehicle. Operating a vehicle on the AOA without a valid pass will subject the operator to removal from the site.

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# AIRPORT RULES AND REGULATIONS Appendix 1: Contractor Requirements

- 3. Contractor's vehicles operating within the AOA must display signs of commercial design on both sides of the vehicle identifying the vehicle to the contractor. The company name on the vehicle must match the company name on the contract documents. Also, these vehicles that require access onto the job site will be required to display an AOA permit issued by the Airport or be escorted by a vehicle that has an AOA permit. (i.e. Backhoes, earthmover, etc.) Operating a vehicle on the AOA without a valid pass will subject the operator to removal from the site.
- 4. Construction vehicles and personnel are restricted to the immediate work area specified by contract. At no time will vehicles or personnel enter portions of the AOA outside the contract area unless under Airport-approved escort.
- 5. All authorized vehicles and construction equipment must display a three-foot by three-foot flag with international orange and white 12-inch squares or a yellow strobe light displayed in full view above the vehicles.
- 6. Depending on the project, the contractor's construction superintendent and flagmen may be required to be in radio communications with the Air Traffic Control Tower on frequency 121.9 MHz at all times. The contractor shall supply radios necessary for this communication. Such radios shall be used to obtain proper clearance in regard to the movement of personnel, equipment, trucks, etc. on the airport. Further, any unusual occurrences in the flight pattern of approaching or departing aircraft shall be monitored by all concerned parties so that operation of the Airport and the construction work can be safely carried on at all times.
- 7. Any vehicle operating within the AOA must comply with all applicable rules and regulations listed in the Guide to Ground Vehicle Operations in the AOA.

#### D. Perimeter / Security Fencing

- 1. Before removing or making openings in the Airport perimeter, the contractor will obtain permission and approval of the Director and take all necessary precautions to prevent entry of unauthorized personnel. No openings in the security fencing that provides access to the AOA will be allowed to remain open unless continuously monitored by contractor personnel. Contractors will be responsible for verifying proper identification of anyone accessing the AOA via the construction area access point. Failure to monitor any access point created or used by the contractor could result in the project being shutdown by the Director until such time that appropriate security procedures are implemented.
- 2. Any changes or relocation to the perimeter fence (temporary or permanent) must be submitted to the Director for approval and inclusion in the Airport Security Program (ASP). The perimeter security fence line for the AOA must be clear of all debris, storage of materials and equipment for a distance of ten (10) feet on both sides of the fence.

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# Appendix 1: Contractor Requirements

- 3. The Williamsport Regional Airport reserves the right to remove from the job-site any person found to be in violation of FAA or Williamsport Regional Airport security rules and regulations.
- 4. The Director or their representative shall designate security gates and haul roads. If the contractor requires access to the Airport through a gate normally closed, the contractor must obtain the prior written approval of the Director and must follow all conditions set forth in such approval to prevent the public and other unauthorized individuals from using the gate.

### E. Barricades, Flags, and Obstruction Lighting

- 1. The Contractor will be required to accomplish the work items according to the work schedule of construction as submitted to the Airport Engineer following the award of the contract. The contractor is required to barricade all construction areas that present a potential danger to aircraft, vehicles, and pedestrian traffic. The Contractor shall notify the Airport Administration prior to construction on or near any runway or taxiway or apron area. Any taxiway or apron area shall be marked in conformance with the FAA Advisory Circular 150/5340-1 or latest edition. This shall consist of placing barricades and flashers on each taxiway and closed runway crosses on the effected runways. Flashers must be well anchored so they do not blow over from jet blasts or strong winds.
- 2. Closed taxiway, apron area, and other airfield markings and maintenance of these items are considered a necessity and an incidental part of the work, and no separate measurement or payment will be made. The contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue, or maintenance vehicles on the airport in reasonable conformance to FAA Advisory Circular 150/5370-2, current edition, *Safety on Airports During Construction Activity*.
- 3. The contractor shall not allow personnel, equipment, stockpiled or stored materials within 1,000 feet of any runway centerline or within 500 feet of the centerline of any taxiway during the entire period of this project without first obtaining approval of the Director.
- 4. When the contractor's operation requires the closing of any runway or taxiway, the contractor shall notify the Director of Operations and Safety a minimum of **48 hours** in advance of the requested closure, and mark said runway or taxiway in accordance with the plans and specifications at no additional cost to the sponsor.

#### F. Safety Impacts

Potentially hazardous conditions, which may occur during airport construction, include, but are not limited to, the following:

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## Appendix 1: Contractor Requirements

- 1. Trenches, holes or excavations on or adjacent to any open runway or in safety areas.
- 2. Unmarked/unlighted holes or excavations in any safety area.
- 3. Mounds or piles of earth, construction material, temporary structures, or other objects on or in the vicinity of any active runway, taxiway, or related safety, approach, or departure area.
- 4. Pavement drop-offs that would cause, if crossed at normal operating speeds, damage to aircraft that normally use the airport. The maximum is 3 inches.
- 5. Vehicles or equipment, (whether operating or idle) on any active runway, taxiway, or related safety, approach or departure area.
- 6. Vehicles, equipment, excavations, stockpiles, or other material which could impinge upon NAVAID critical areas and degrade or otherwise interfere with electronic NAVAID or interfere with visual NAVAID facilities.
- 7. Objects or activities anywhere on or in the vicinity of the Airport that could be distracting, confusing, or alarming to pilots during aircraft operations.
- 8. Unflagged/unlighted low visibility items (such as cranes, backhoes, scrapers, dump trucks, compactors, dozers or the like) in the vicinity of an active runway, or in any approach or departure area.
- 9. Dirt debris, or other transient accumulations which temporarily obscures pavement markings, pavement edges, or derogates the visibility of runway / taxiway marking or lighting or of construction and maintenance areas.
- 10. Trash or other material with foreign object damage (FOD) potentials, whether on runways, taxiways, and aprons or in related safety areas.
- 11. Failure to control vehicle, human and animal access to the AOA.
- 12. Failure to control any nonessential, non-aeronautical activities on open aircraft movement areas.
- 13. Failure to maintain radio communication between construction vehicles and air traffic control or other on-field communications facility.
- 14. Construction activities or material, which could hamper Aircraft Rescue and Fire Fighting (ARFF) vehicles accessing to all parts of the runway/taxiway system, runway approach and departure areas, or aircraft parking locations.

#### **G.** Safety Inspections

The contractor is responsible for maintaining the construction site in a manner conducive to aviation activities. Daily, prior to leaving the Airport, the contractor will contact the Airport Administration to perform a safety inspection of the facility. Discrepancies identified that are the responsibility of the contractor shall be remedied prior to the contractor leaving the work site for the day. The contractor shall also contact the ASO when completing any work on or near any runway, taxiway, or parking apron for a safety inspection.

#### H. Authority of the Director and Their Designees

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# AIRPORT RULES AND REGULATIONS Appendix 1: Contractor Requirements

The Airport Authority tasks the Director with the day-to-day function of the Williamsport Regional Airport. For the purposes of construction on the Airport, the Director has designated the Director of Operations and Safety and other agents to ensure said functions continue uninterrupted. All contractors are placed on notice that failure to follow the instructions of the Director or designee could result in a work stoppage with all the ramifications thereof. All contractors are placed on notice that any fine levied against the Airport as a result of the contractor operation are the responsibility or the offending contractor. Further, all contractors are advised that any aviation or nonaviation related accidents/incidents resulting from the actions or inaction of the contractor would be the sole responsibility of said contractor.

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## WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION Appendix 2: Leasing Policy

#### A: Agreements and Development

- 1. Requirement for Written Agreement Aeronautical and Non-Aeronautical
  - a. No person shall establish or engage in any business or commercial aeronautical activity on the airport unless that person has been assigned a fixed place of business on the airport and has obtained from the Authority either a written agreement, lease or permit to conduct such activity. As such no business other than a current lessee or permittee shall sell or publicly solicit the sale of merchandise, conduct or operate a business or service for hire or compensation, or advertise or solicit business or utilize airport land area under the jurisdiction of the Authority except under the provisions of its Agreement, and in accordance with established policies and procedures, as well as the other provisions of these Airport Rules and Regulations.
  - b. Agreements will recite the terms and conditions under which the Lessee/Permitee will operate their business on the Airport, including, but not limited to, the term of agreement; the rentals, fees, and charges; the rights, privileges, and obligations of the respective parties; and other relevant covenants. It should be understood that conditions contained herein do not represent a complete recitation of the provisions to be included in the written agreement.
- 2. Conflicts With Agreements
  - These ARR will be include by reference in all Agreements. Some provisions will only be addressed within these ARR and as such will apply directly to the Lessee. Certain agreements may expand on some provisions contained herein. In such cases where a conflict arises between an Agreement and these ARR, the language of the Agreement will take precedence over these ARR.
- 3. Development Standards Aeronautical and Non-Aeronautical
  - a. Physical Facilities
    - 1) Lessee must provide a full description and conceptual drawing of the location of the ground space, facilities, and accommodations to be utilized for Operator's proposed Aeronautical Activity and a schedule of development. Operator must identify the location of Aircraft parking and staging areas, and public accommodations.
    - 2) The public accommodations shall include internet and telephones for customer use, rest rooms, sufficient on-site customer vehicle parking spaces, and handicap access in accordance with applicable Federal, State, and local laws, rules, and regulations. In the case of a Lease of existing facilities, either with an existing FBO or with the Authority, these Public Accommodations may be in a common use area and in such case may be considered as up to 20% of the Leased premise requirements.
    - 3) Prior to construction of any new building, hangar, or other facility on the leased premises or modifications of an existing structure, all construction

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## Airport Rules and Regulations Appendix 2: Leasing Policy

plans must be submitted and approved by the Authority. Approval will not be unreasonably withheld and must occur within a reasonable time frame. However, no approval by the Authority of any plans or specification or receipt thereof by the Authority shall be deemed or implied to constitute approval of said plans or specifications, and the Authority assumes no liability or responsibility whatsoever for any defect in any structure or improvement constructed or modified according to such plans or specifications for any purpose whatsoever, specifically including without limitation, compliance with design and construction standards established by any and all agencies that may have jurisdiction. All plans, specifications, construction, and alterations must be in accordance with design, construction, and regulatory standards established by the FAA, the Authority as well as State and Local authorities

- 4) The facilities and floor space allotments shall include office and customer lounge facilities which must be properly heated, ventilated, cooled, and lighted. All facilities must be of permanent construction.
- 5) The ground space shall include a paved walkway to accommodate pedestrian access to Operator's office, and when appropriate, a paved Aircraft apron with Tie-down or hangar facilities sufficient to accommodate the Activities being performed and the type of general aviation aircraft frequenting the Airport shall be included.

## b. Site Development

- 1) Lessees will be responsible for obtaining and complying with any and all building or other permits required by the Authority, and any other Federal, State or local agency that may have jurisdiction.
- 2) Lessees are responsible for preparing the necessary FAA Form 7460-1, Notice of Proposed Construction or filing for an airspace analysis on the FAA website, <a href="https://oeaaa.faa.gov">https://oeaaa.faa.gov</a>. No construction may commence at the Airport until the notice is approved and returned to the Authority by the FAA. Any changes or restrictions the FAA may require to the notice must be complied with by Lessee.
- 3) The Authority is under no obligation to construct and/or provide Aprons or Taxiways for Commercial and/or Non-Commercial use facilities. In the event the facility location requires the construction of either Aprons and/or Taxiways or Taxilanes, these pavements shall meet all FAA standards using the current Airport Reference Code (ARC).
- 4) Vehicle parking facilities must be paved, and where possible, located on leased premises, and in compliance with Authority parking standards. The Authority reserves the right to assign parking spaces in a joint use parking lot in the case of a building lease. In addition, adequate fences and gates will be provided by Operator to prevent vehicles from accidently driving

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# **Airport Rules and Regulations Appendix 2: Leasing Policy**

- onto runways and taxiways. Fences and gates shall meet or exceed FAA, Authority and TSA security guidelines.
- 5) Any property not developed within two (2) years of execution of Agreement, or within twelve (12) months of any committed phase in an approved plan, will be surrendered upon demand. Any delay on the part of the Authority providing the necessary approvals and/or submission of documents will extend the development timeline accordingly. Any changes to this provision must be agreed to by all parties in writing. In the case of a land lease, a detailed development plan will be submitted to the Authority, within four (4) months of the execution of an Agreement. The Authority reserves the right for final approval on location decisions.
- 6) Lessee will not place or cause to be placed any temporary, mobile, or modular structures on the leased premises, except those that are directly related to approved constructions or alterations. The siting of temporary construction structures must be approved in writing by the Authority. In addition, no Activities may be performed from temporary or mobile structures without the express written approval of the Authority.
- 7) Prior to initiation of any construction, the Authority will require a performance bond to guarantee completion of construction and the return of any funds expended by the Authority should the Lessee default on any obligations. In the event the Authority agrees to undertake any related construction, the Lessee will be required to secure performance bonding acceptable to the Authority that guarantees the Authority return of any funds expended should the Lessee default and not take possession of the premises or otherwise meet their obligations as outlined in the written agreement.
- 8) The construction of new facilities will be subject to the same standards of development as are contained in the Airport Master Plan for the Airport. The Authority must approve the plans and specifications prior to construction. All architectural standards adopted for the Airport shall also apply.
- 9) Landscaping of facilities is required. Lessee shall provide a plan for landscaping their area to be approved by the Authority and present a neat, clean and aesthetically pleasing atmosphere.

#### **Nothing further in this section**

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# **Airport Rules and Regulations Appendix 2: Leasing Policy**

#### **B:** Lease Provisions

#### 1. General

Some or all of the following provisions may be included in Agreements between the Authority and Lessee's engaged in any service on the Airport. Lease negotiations and the final Agreement will speak to the requirements of the Lease.

#### 2. Non-Discrimination

- a. The Lessee, its agents, and employees will not discriminate against any person or class of persons be reason of race, color, creed, sex, or national origin in providing any services or in the use of its facilities provided for the public in any manner.
- b. Products and services shall be provided on a fair, equal, and non-discriminatory basis to all users of the Airport, provided that, lawful, fair, reasonable, and non-discriminatory discounts and other similar types of price reductions may be extended to like purchasers and users.

#### 3. Prohibited Activities

- a. Lessees enter into Agreements with the Authority to operate at the Airport to provide a specific product or service. Lessees may not engage in activities outside the scope of their leases without the express written approval of the Authority.
- b. Through-the-fence" rights will not be granted or allowed.

## 4. Non-Exclusive Rights

- a. The granting of an Agreement laying out rights and privileges, shall not be construed in any manner as affording the Lessee any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to them, and then only to the extent provided in a written agreement. Nor shall any such agreement be construed to affording the Lessee any exclusive right to provide the service or activity for which it entered the Agreement.
- b. The Authority reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, and local laws, ordinances, codes, minimum standards, and other regulatory measures pertaining to such use.

#### 5. Airport Development

The Authority reserves the right to further develop, improve, or change the public airport facilities of the Airport as it sees fit, without interference or hindrance. If the physical development of the Airport requires the relocation of Lessee installed facilities, the Authority agrees to relocate such facilities or provide similar facilities for the Lessee provided that a current lease agreement is in effect on such buildings and facilities.

## 6. Authority's Rights

The Authority reserves the right to maintain and keep in repair as it deems necessary, the landing area of the Airport together with the right to direct and control all activities of the Lessee in this regard.

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### 7. Airport Obstructions

The Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent any Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Authority would limit the usefulness of the Airport or constitute a hazard to aircraft.

### 8. Subordination

Any agreement shall be subordinate to the provisions of any existing or future agreement between the Authority and the Unites States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

### 9. Indemnity

Lessees shall indemnify, hold harmless, and defend the Authority, its elected officials, officers and employees from and against any and all liability or alleged liability including, but not limited to, liability without fault and liability by virtue of the obligations that the Authority assumes toward its indemnities insofar as applicable to this lease or the activities to be performed hereunder and including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this lease or the activities to be performed hereunder excepting only such injury or harm as may be caused solely by an act or omission of the Authority. Not withstanding the forgoing, Operator specifically agrees to so indemnify, hold harmless, and defend the Authority, its elected officials, officers and employees from and against any and all such liability, suits, action, legal proceeding, claims, or demands any sub-contractor, or material-man, or anyone acting on behalf of Operator in connection with or incidental to this lease which are alleged to be attributable to any condition of or upon the Authority's property, facilities, materials, or equipment. Operator agrees to waive any and all claims it may have against the Authority resulting from or arising out of claims and suits covered be this indemnity agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the Authority, its elected officials, officers and employees.

### 10. Subrogation

Neither the Authority nor the Lessee shall be liable to the other for loss, either direct or consequential arising out of damage to or destruction of the premises, any buildings, or improvements hereunder or the contents of any thereof, when such loss is caused by an act of God or any of the perils which are included within or insured against by a form of property insurance. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused be the negligence of either part or be any of their respective agents, servants, or employees. It is the intention and agreement of both parties that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any part to this agreement.

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Neither party shall have any interest or claim in the other's insurance policy covered therein as an additional insured.

### 11. Misrepresentation

All terms and conditions with respect to this lease are expressly contained herein, and the Operator agrees that no representative or agent of the Authority has made any representation or promise with respect to this lease not expressly contained herein.

### 12. Sublease of Facilities

Lessee will understand that any sublease of facilities within the leasehold must have the express written approval of the Authority.

### 13. Access and Security

Lessees will always maintain airfield access and airport security in accordance with procedures established by the Authority or Director as established by guidelines of federal, state and local law.

### 14. Taxes and Utilities

Lessee hereby agrees that it shall be subject to ad valorem taxes during the term of this lease as applicable under the laws pertaining to this type of arrangement which shall be timely paid so as not to be delinquent. Additionally, Lessee shall assume and timely pay for all costs or changes for utility services furnished to Operator during the term of said lease.

### 15. Trash and Garbage

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the airport, of all trash, garbage or other refuse caused as a result of the operation of its business. Lessee shall provide and use approved receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, or other items in an unattractive or unsafe manner, on or about the demised premises, shall not be permitted.

### 16. Additional Construction or Alteration

Lessees shall agree that any additional construction or alteration of the leased premises or in the use of such premises must have the written approval of the Authority.

### 17. Compliance with Laws

The Lessee shall at all times comply with the current editions of the Airport Certification Manual, Airport Emergency Plan, Airport Security Program, Airport Rules and Regulations, federal, state, and municipal laws, ordinances, standards, codes, and other regulatory measures now in existence or, as may be hereafter modified, or amended, applicable to the specific type of operation contemplated by it. It shall be the Lessee's responsibility to procure and maintain during the term of the agreement all licenses, permits, plans, programs and other similar directives and authorizations required for the conduct of its business operations.

### 18. Assignment

Lessee's shall not assign any agreement or sublet the premises, or any part thereof, without the written consent of the Authority.

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### 19. Choice of Law and Venue

Any lease agreement is made and entered into in Montoursville, Lycoming County, Pennsylvania. All lease agreements shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the venue of any suits arising shall be Lycoming County, Pennsylvania.

### 20. Fees Schedules

All fees and charges for all leases at Williamsport Regional Airport will be based on the current rate schedule adopted by the Williamsport Municipal Airport Authority as a part of its annual budgetary process and published herein, or the negotiated rate provided for in the executed lease documents.

### 21. Signs

The only signs or displays allowed to be displayed on the Premises shall be premises signs that identify Lessee, and event conducted on the Premises by Lessee, or services provided by Lessee. No other type of sign or display shall be erected, placed or allowed to be placed, and/or maintained on the Premises. Signs or displays that advertise or depict another business, event, candidates for public office, or any other matter or opinion are prohibited. All signage must be approved by the Director.

**Nothing further in this section** 

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### **C:** Other Requirements

### 1. Personnel

Each Lessee shall have in their employ, and on duty during the required operating hours, trained personnel in such numbers as perform in an efficient manner for each the services to be provided. In the case of aeronautical activity, the Lessee shall have the minimum personnel as provided in Appendix 3, Minimum Standards for Aeronautical Activity. Lessee shall also provide a responsible person to supervise the Lessee's operations on the Airport and with authorization to represent and act for and on behalf of the Lessee during all business hours.

### 2. Maintenance of Facilities

- a. Maintenance of any pavements constructed by the Authority shall be the responsibility of the Airport/Authority unless otherwise stated in the Lessee's agreement. Damage to Authority pavements resulting from the actions of the Lessee or their employees, agents, visitors and customers shall be the responsibility of the Lessee. The Lessee shall maintain all pavements constructed by the Lessee and any identified within the Agreement with the Authority as Lessee's responsibility. The maintenance of buildings, utility costs, and trash removal shall be the Lessee's responsibility excluding those identified in Lessee's agreement as the responsibility of the Authority. Utility line maintenance 15 feet from the building shall be the Authority's responsibility. The exterior of Lessee's owned buildings will be maintained in a condition equal to or better than that of the major Authority owned Airport buildings.
- b. Lessee must maintain the leased premises in a neat and orderly condition. Lessee must provide the necessary personnel to perform continuing maintenance upon their facilities, including related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, snow removal and grass cutting. Lessee's maintenance activities will be subject to general monitoring by the Authority and/or representative(s) designated by the Authority to ensure a continuing high quality of appearance and structural condition commensurate with the standards of the Airport
- c. In addition, Lessee will provide all necessary apron cleaning services for the leased premises, janitorial and custodial services, trash removal services, and any and all other related services necessary to maintain the facilities in good condition, reasonable wear and tear excepted, and will replace in like kind anything damaged by their employees, patrons, or operations.

### 3. Motor Vehicles on Airport

All motor vehicles driven on the Airport shall do so only in strict accordance with Airport rules and regulations, applicable federal, state, and municipal laws, ordinances, codes, or other similar regulatory measures now in existence or as may be hereafter modified or amended. This subject is addressed fully in other sections herein.

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#### 4. Assurances

The Lessee must, upon execution of its Agreement, deliver a performance bond or other adequate assurance in an amount equal to six months of the estimated payments to the Airport, and in any form acceptable to Authority in its reasonable discretion. If the adequate assurance will expire or no longer be valid during the term of the Agreement (e.g., as would be the case with an official bank check or letter of credit), the Operator shall renew the adequate assurance or take other action to ensure that the adequate assurance remains valid; if the operator fails to do so, the Authority may recover the amount of the adequate assurance and take other action necessary to protect its rights (including termination of the Lessee's Agreement with the Authority).

### 5. Insurance

- a. Lessee shall procure and maintain, during the term of his agreement, other insurance of the types and in the minimum limits as required by the Authority for service that the Lessee provides. The required insurance coverage may include any or all of the following:
  - 1) Public liability
  - 2) Property damage
  - 3) Fire and extended coverage
  - 4) Product liability, as applicable
  - 5) Professional liability, as applicable
  - 6) Hangarkeepers liability, as applicable
  - 7) Other insurance coverage deemed appropriate by the Authority.
- b. The insurance company, or companies, writing the required policy, or insurance, which the Operator is required by the Authority to carry and keep in force, shall name the Authority of Williamsport as additional named insured except for worker's compensation and professional liability coverage. The Operator shall furnish evidence of such compliance with this requirement to the Authority with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 30 days prior to any such change. The Operator further agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against the Authority, its officers, agents or employees and that all policies will contain a subrogation waiver in favor of the Authority, its elected officials, officers and employees.
- c. The applicable insurance coverage shall be in force during the period of any construction of the Lessee's facilities and/or their entry upon the Airport for the conduct of their business.
- d. The Lessee shall furnish evidence of his compliance with the Pennsylvania Statutes with respect to workers' compensation and unemployment insurance (where applicable). Worker's Compensation insurance policies will provide a waiver of subrogation in favor of the Authority.

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- e. Lessees shall carry insurance for their subleases or provide a certificate of insurance for the sublease with the Authority, it's appointees, officers and agents as an additional insured.
- f. Minimum Coverages:
  - 1) Comprehensive General Liability Each Accident \$1,000,000
  - 2) Comprehensive Vehicle Liability Each Accident \$1,000,000
  - 3) Insurance coverages for aeronautical service providers are provided in Attachment 1 to Appendix 3.

**Nothing further in this section** 

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## WILLIAMSPORT MUNICIPAL AIRPORT AUTHORITY AIRPORT RULES AND REGULATIONS

### **APPENDIX 3:**

## MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

Adopted: \_\_\_\_\_

### AIRPORT RULES AND REGULATION

## Appendix 3: Minimum Standards for Aeronautical Activity (DRAFT)

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### WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION **Appendix 3: Minimum Standards for Aeronautical Activity**

(DRAFT)

### SECTION A. INTRODUCTION AND POLICY STATEMENT

#### 1. Introduction

The Williamsport Municipal Airport Authority, as the owner/operator of Williamsport Regional Airport, does hereby establish the following policy concerning the minimum standards for conducting aeronautical business on the Airport. The goal of this document is to promote safety in all activities, enhance the availability of high-quality services for Airport users and promote the orderly development of Airport property. In promulgating these Minimum Standards, the Airport will provide a fair and reasonable opportunity without creating an exclusive right or unjust economic discrimination to any potential operators to qualify or otherwise compete for available Airport facilities and the furnishing of selected aeronautical activities.

A fair and reasonable opportunity, without discrimination, shall be accorded to all applicants to qualify, or otherwise compete, for available airport facilities and the furnishing of any selected aeronautical services subject however to the Minimum Standards and Requirements set forth herein. These Minimum Standards are intended to be the threshold requirements (qualifications, levels of service, facilities, insurance) for those wanting to provide aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Airport, facilities that currently exist, services being offered, and the future development and aviation services planned for the Airport. These Minimum Standards contain the minimum levels of service, facilities, staffing, insurance, and environmental compliance that must be met by the prospective service provider.

The uniform application of these standards relates primarily to the public interest in discouraging substandard entrepreneurs, and mandating insurance coverage levels, thereby protecting the Authority, airport patron and established aeronautical activities. In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "Minimum." All operators will be encouraged to exceed the "minimums;" none will be allowed to operate under conditions below the "minimums" without specific written approval of the Williamsport Municipal Airport Authority.

These minimum standards are not intended to be all-inclusive. Any person or entity engaging in aviation operations and/or aeronautical activities at the airport will be required to comply with all applicable federal, state, and local laws; ordinances; codes; and other similar regulatory measures pertaining to such activities. These Minimum Standards are to be used with the Airport Certification Manual and Airport Security Program, as applicable, all of which include enforcement provisions.

The Authority reserves the right to amend these Minimum Standards from time to time without notice at the Authority's sole discretion.

Contingent upon their qualifications, meeting the established minimum standards, the execution of a written agreement with the Authority, the payment of the prescribed rentals, fees and charges, and presentation of applicable insurance, an Operator shall have the right and privilege of engaging in and

## WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION

### Appendix 3: Minimum Standards for Aeronautical Activity

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conducting the activity or activities selected by them on the Airport as specified by the written contract. Operators are not allowed to use their leased premises for activities outside the scope of their lease agreement.

These Minimum Standards were developed using FAA Advisory Circular 150-5190-7, *Minimum Standards for Commercial Aeronautical Activities* and FAA Order 5190.6 *FAA Airport Compliance Manual* and will be administered by the Executive Director.

### 2. Statement of Policy

It is the intent of the Authority to plan, manage, operate, finance, and develop the Williamsport Regional Airport for the long-term financial health and safety of the Airport consistent with accepted Airport practices and applicable Federal, State, and local policies and regulations. To this end, all applicants wishing to perform activities at the Airport shall be accorded a fair and reasonable opportunity, without unlawful discrimination, to qualify and to compete (if required), to occupy available Airport facilities and to provide appropriate aeronautical service; subject, however, to the Minimum Standards as established by the Authority.

The granting of rights and privileges to engage in aeronautical activity shall not be construed in any manner as affording an Operator any exclusive right of use of the premises and/or facilities at the Airport, other than those premises which may be Leased exclusively to Operator, and then only to the extent provided in a written Lease, license, and/or permit. The Authority reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable Federal, State, and local laws, ordinances, codes, and other regulatory measures pertaining to such use. The Authority further reserves the right to designate the specific Airport areas in accordance with the currently adopted ALP. Such designation shall give consideration to the nature and extent of the operation and the land and improvements available for such purpose and shall be consistent with the orderly and safe operation of the Airport.

The Executive Director has the responsibility to manage the Airport (including the authority to interpret, administer, and enforce Airport Agreements and Authority policies and the right to permit temporary, short-term occupancy of the Airport), the ultimate power to grant the occupancy and use of Airport real estate and to approve, amend, or supplement all Leases, licenses, and permits relating thereto is expressly reserved to the Authority by and through the Authority.

Many types of aeronautical activities exist which are too varied to reasonably permit the establishment of specific Minimum Standards for each. When a specific aeronautical activity is proposed for the conduct on the Airport which do not fall within the categories heretofore documented, Minimum Standards will be developed on a case-by-case basis, taking into consideration the desires of the applicant, the Airport, and the public demand for such service.

### 3. Conflicts with Existing Agreements

These Minimum Standards are not retroactive. They do not affect the current term of any written Agreement properly executed prior to the date of adoption and approval of these same Minimum

# WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION Appendix 3: Minimum Standards for Aeronautical Activity

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Standards; unless any such written Agreement shall provide for changes in the Airport's Minimum Standards, in which case these Minimum Standards shall be effective consistent with such written Agreement. In any event, upon expiration of an existing Agreement with the Authority or if Operator desires to materially increase or expand its aeronautical activity, AP shall then comply with the applicable provisions of these Minimum Standards.

### 4. Violations

The Authority reserves the right to prohibit any Operator from using the Airport in connection with any aeronautical activity upon determination by the Authority that such activity has not complied with these Minimum Standards or has otherwise jeopardized the safety of entities utilizing the Airport or the property or operations of the Airport.

**Nothing further in this section** 

### WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION

Appendix 3: Minimum Standards for Aeronautical Activity (DRAFT)

### SECTION B. APPLICATION REQUIREMENTS

Prospective Operators must submit to the Executive Director the following information prior to the Authority considering entering into an Agreement for service:

### 1. Business Plan

A detailed business plan that adequately describes the scope of the intended operation and the approach to be utilized in performing the service in order to provide high quality service to general aviation patrons and the general public.

### 2. Meeting Minimum Standards

Overall plan on how proposer will meet or exceed the Minimum Standards outlined herein.

### 3. Financial Responsibility

A statement from a bank, trust company or other source acceptable to the Authority evidencing the financial responsibility of the prospective Operator. The Authority shall be the sole judge of what constitutes adequate financial capacity.

### 4. Past Experience

A statement of past experience that establishes that the prospective Operator is qualified to perform the tasks that the Operator proposes to perform.

### 5. Application Instructions

Detailed information for applications is provided in Section F.

**Nothing further in this section** 

### WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION Idix 3: Minimum Standards for Aeronautical Activi

Appendix 3: Minimum Standards for Aeronautical Activity (DRAFT)

### SECTION C. GENERAL REQUIREMENTS

#### 1. General

In addition to the leasing policies outlined in Appendix 2, any Lessee engaging in an aeronautical activity at the Airport must comply with the requirements of this section plus the Minimum Standards for each specific aeronautical activity.

### 2. Application

All proposers requesting to do business with the Authority are required to submit a complete application/proposal as defined herein. The Authority reserves the right to not review incomplete applications.

### 3. Aeronautical Activity Not Addressed

Aeronautical Activity not explicitly discussed and/or identified in these Minimum Standards will be evaluated on a case-by-case basis, by the Director and the Authority's Lease Committee, using concepts set forth in these Minimum Standards as guidelines.

### 4. Licenses, Permits, and Certifications

Lessee shall obtain and comply with, at its sole expense, all necessary licenses and permits required for the conduct of Lessee's activities at the Airport as required by the Authority or any other duly authorized governmental agency having jurisdiction.

Lessee shall not engage in any activities at the Airport prior to obtaining any certification required by the FAA. Operator shall furnish the Airport Administration with a copy of any such certification and shall continue to provide current copies of such certificates throughout the term of the Agreement.

### 5. Rents and Fees

No person shall be permitted to engage in aeronautical activity unless said person is current (not delinquent) in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority.

Lessee's failure to remain current in the payment of all rents, fees, or other sums accruing to the Authority under any and all Agreements with the Authority will be grounds for revocation of the Agreement authorizing the conduct of aeronautical activity at the Airport.

### 6. Insurance

The Lessee will procure and maintain, during the term of the Agreement, insurance of the types and in the minimum limits determined by the Authority for the prospective activity. Basic coverages are

### AIRPORT RULES AND REGULATION

Appendix 3: Minimum Standards for Aeronautical Activity (DRAFT)

provided in Attachment 1.

Lessee shall procure, maintain, and pay premiums during the term of the Agreement for insurance of the types and the minimum limits set forth by the Authority for each Activity. The insurance company underwriting the required policy shall be licensed to write such insurance in the Commonwealth of Pennsylvania.

When more than one aeronautical activity is proposed, the minimum limits will vary (depending upon the nature of each activity, in combination) but will not necessarily be cumulative in all instances. It will not be necessary for Lessee to carry insurance policies providing the aggregate or combined total of the minimum requirements of each activity; however, Lessee will be required to obtain insurance for all exposures.

All insurance which Lessee is required by the Authority to carry and keep in force shall name the Authority, its officers' appointees, agents, employees and assigns as additional insured.

### 7. Multiple Services

The standards for space prescribed herein apply to each service separately, and are not necessarily cumulative e.g., a provider of flight instruction and aircraft maintenance would not necessarily provide the total square footage of the two standards combined. Proposers wanting to provide multiple services utilizing the same square footage are required to submit a plan with their proposal for cross-utilization of spaces for consideration.

The applicable Minimum Standards for any Operator will be predicated upon the nature of the service provided. If at a later date, the standards are expanded to encompass new or additional types of activities, these new or additional activities must meet the established Minimum Standards for them.

### 8. Services Not Provided On-Airport

Although the specific aeronautical activities addressed herein require use of airport facilities normally secured by a leasehold interest, the Authority recognizes that in some cases a valid need does exist for the user public to obtain service from a purveyor who does not possess a leasehold interest on the Airport, or if a leasehold interest does exist, the facilities contained therein do not meet the minimum standards for the particular aeronautical activity. In such cases, Authority may attempt to address that need, while addressing the objective of fairness and equitability of competition, by entering into a commercial activity agreement (Permit) with the purveyor, which shall require:

- a. Availability of an assignable area to conduct said business consistent with adopted Airport Layout Plan, and reasonably consistent with applicable facility-related minimum standards contained herein for that particular commercial activity, or short term approval of activity in an area designated by the Authority.
- b. Meeting the same minimum performance-related standards required of commercial operators

### WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION

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(FBO or SASO) with leasehold interests, pursuant to the minimum standards contained herein for the particular commercial activity.

c. Payment of equivalent fees, including percentage of gross revenue where applicable, and provision of equivalent insurance and other guarantees which may be required of on-airport businesses under the airport schedule of rates and fees currently in force at that time.

### 9. Expanded Service

Any pertinent Minimum Standards for any Aeronautical Service Provider will be predicated upon the nature of the initial business venture. If at a later date the business is expanded to encompass new and additional types of services, then (in such an event) the Minimum Standards for these additional services shall immediately apply. No Aeronautical Service Provider will engage in or commercially operate food services, auto rental, ground transportation for hire or other non-aeronautical activities without the prior permission of the Authority.

Nothing further in this section.

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### SECTION D. MINIMUM STANDARDS

### 1. GENERAL

The following criteria are set forth in these Minimum Standards for an Operator engaging in one or more selected aeronautical services at the Airport.

An Operator who is based at the Airport will be subject to applicable federal, state and local laws, codes, ordinances and other jurisdictional regulatory measures including all applicable Authority and Airport policies, procedures, directives, rules and regulations. Prospective tenants are advised that additional operating requirements are outlined in the Airport Rules & Regulations as well as federally mandated procedures from FAA and TSA. Should these Minimum Standards be in conflict with the Airport Rules and Regulations, Airport Certification Manual or Airport Security Program, the provisions of the conflicting document shall take precedence over these Minimum Standards however, a provision of this document being overruled by another regulatory document does not negate any other provisions herein.

Information regarding rentals, fees and charges to the business will be made available to the prospective Operator by the Director.

The Airport recognizes that certain Operators are presently conducting business on the Airport at the time of the enactment of these Minimum Standards that may occupy facilities, or be conducting certain operations, not in compliance with these Minimum Standards. Such facilities or operations will be governed by the existing Agreement provisions and may be continued or extended by agreement at the Authority's sole discretion. However, in no event may a nonconforming use be transferred through sale or assignment.

The Authority, at its sole discretion has the option to exercise its proprietary right to provide any one or more activities on an exclusive basis as it sees fit.

### 2. FBO

a Statement of Concept

A Fixed Base Operator (FBO) is an entity that conducts or provides aeronautical services at the airport, in accordance with a written agreement with the Authority, while meeting the applicable minimum standards for each service provided and all general FBO regulations. Approval as an FBO is subject to land and/or facility availability.

- b. In addition to the General Requirements set forth in Section C hereof, each FBO will be subject to the following requirements and standards:
  - 1) Core Services. To be classified as an FBO any AP shall provide the following services:
    - a) Perform as a Fuel Vendor though the sale and into plane dispensing of aviation fuels.
    - b) Adequate aircraft ramp parking and hangar facilities to provide a high level of customer service.

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- c) Adequate ramp service personnel for general aviation aircraft users, with a qualified attendant available on the ramp for the purpose of providing aircraft guidance, aircraft parking, tie-down and after hour on-call service.
- d) Adequate aircraft tie-down equipment to safety secure aircraft.
- e) Adequate ground support equipment including approved and inspected fire apparatus in the ramp and hangar areas sufficient to meet the need of general aviation aircraft that normally frequents the Airport.
- f) Emergency service to disabled general aviation aircraft on the Airport, including towing and transporting disabled aircraft at the request of the owner or operator of the aircraft, or the Director.
- g) Flight planning, flight services facilities, and weather information available during hours of operation for the Airport patron.
- h) Courtesy transportation for pilots between FBO and reasonable nearby destinations.
- i) Aircraft deicing during winter operations.
- j) Provide airframe and powerplant maintenance by operating either (1) a Part 145 Repair Station; or (2) a facility that provides Non-145 Aircraft Maintenance.

### 2) Other Service Requirements:

a) In addition to providing the Core Services, an FBO will provide or subcontract for the following SASO to a minimum total value of 3.

Value	Specialized Aeronautical	
	Service Operator	
2	Avionics Repair and Installations	Avionics repair station specializing in general
		aviation instrumentation and radios.
1	Aircraft Paint Shop	Aircraft painting for all types of aircraft.
1	Aircraft Flight Training	Flight training school with a two certified flight instructors and two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight instruction.
1	Aircraft Rental	Aircraft rental with two airworthy, owned or leased aircraft, including at least one aircraft suitable for instrument flight operation.
		Non-scheduled air charter (FAR Part 135) for
1	Aircraft Charter	transporting passengers, cargo, and mail, including air ambulance.
.5	Aircraft Interior Repair	Aircraft interior repairs for all types of aircraft.
.5	Aircraft Sales	Aircraft sales with at least one pilot with ratings appropriate to the types of aircraft to be demonstrated.
.5	Propeller Repair	Propeller repairs for all types of aircraft.

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.5	Aircraft Wash and Detailing	Aircraft washing and detailing for various types of aircraft.	
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### 3) Prohibited Services

- a) No commercial services/activities will be conducted from any non-commercial hangar facility on the Airport, without a lease agreement or a permit issued by the Authority.
- b) Other prohibited services may be identified in any Agreement.
- 4) FBO Land and Facility Requirements.
  - a) The minimum ground leased for an FBO will be five (5) acres.
  - b) The minimum facilities required will be as follows:
    - i. One hangar for aircraft storage with an area not less than 10,000 square feet.
    - ii. One maintenance hangar with an area not less than 5,000 square feet and with sufficient parts and shop space adequate to house any aircraft upon which services are being performed.
  - Office/terminal building with an area not less than 3,000 square feet and with iii. amenities including office, pilot's lounge, public telephone, flight planning, restaurant or appropriate vending machines, weather reporting equipment, pilot sleep/rest room, and restroom facilities.
  - Paved ramp with area not less than four acres (50,000 square feet) and with access to iv. hangar sufficient to unload based or owned aircraft from the hangar onto the Operator's lease area without overflow onto non-leased areas.
  - Tie down facilities adequate to accommodate 15 aircraft at the Airport. v.
  - vi. Automobile paved parking to adequately park visiting Airport patron's vehicles and meet all jurisdictional agencies code criteria.
- 5) Service Hours. Each FBO will be open for business to the public as follows:
  - a) Core Services and Aircraft Maintenance: Five days a week, 8 hours a day with emergency "on-call" service provided during off duty hours.
  - b) All other SASOs: Five days a week, eight hours a day.
- 6) Minimum Management and Staffing Standards.
  - a) The activities of an FBO will be supervised by a full time, on-site manager or supervisor who will be responsible for adhering to these Minimum Standards and the terms of its Agreement.
  - b) The FBO will provide, at a minimum, sufficient staff to fill the following key positions:
    - i. General Manager
    - Line Service Manager ii.
    - iii. All staff will be trained and qualified to perform the duties for which they are employed.
    - All staff will wear uniforms and protective clothing and equipment, as appropriate. iv.

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- v. Additional minimum management and staffing standards may be specified individually in the Agreement.
- 7) Verification of Appropriate Documentation.
  - The FBO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of their business activity at the Airport. Said documentation will be provided to the Airport prior to commencement.
- 8) Insurance FBO shall maintain, at a minimum, the following coverages and limits of insurance (see Attachment A Schedule of Minimum Insurance Requirements):
  - a) Comprehensive General Liability: bodily injury, personal injury, and property damage, including products, operations, and contractual liability.
  - b) Vehicle Liability: bodily injury and property damage on all vehicles used by FBO.
  - c) Hangarkeepers Liability: an amount adequate to cover the replacement cost of any non-owned property in the care, custody, or control of FBO.
  - d) FBO's shall carry insurance for their subleases or provide a certificate of insurance for the sublease with the Authority, it's appointees, officers and agents as an additional insured.
- 9) Each FBO shall have an Agreement with the Authority and may not merely have an Agreement (including a sublease) with another FBO.

### 3. SASO

- a. General:
- 1) A person can operate a SASO though an agreement with the Authority or approved sub-lease with an FBO.
- 2) Activity permitted under an agreement by a SASO may include, but will not be limited to:
  - a) Aircraft Airframe and Powerplant Maintenance
  - b) Avionics and instrument repair
  - c) Propeller repair
  - d) Aircraft painting
  - e) Aircraft upholstery
  - f) Flight training schools
  - g) Aircraft Rental
  - h) Non-scheduled air charter for transporting passengers, cargo and mail including air ambulance.
  - i) Aircraft sales or leasing
  - i) Aerial advertising
  - k) Agricultural aerial spraying
  - 1) Aerial photography, mapping or survey
  - m) Aerial firefighting (non-governmental)

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- n) Power line or pipeline patrols
- o) Aircraft Management
- p) A prospective SASO that is not based at the Airport and has a temporary, non-recurring, need to conduct operations at the Airport may operate through an Agreement. Such SASOs include, but are not limited, to the following:
  - i. Aerial advertising
  - ii. Air ambulance
  - iii. Agricultural aerial spraying
  - iv. Aerial photography, mapping or survey
  - v. Aerial firefighting
  - vi. Power line or pipeline patrols
  - vii. Mobile aircraft detailing

Determination of the ability of such activity to take place at the Airport will be at the sole discretion of the Authority.

### b. SASO Minimum Standards -General

In addition to the General Requirements set forth in Section 3a. hereof, each SASO shall comply with the following Minimum Standards.

- 1) Staffing: A SASO offering any of the services listed above, will have a minimum of one employee (with ratings appropriate to the work to be performed) on- site during operating hours. At all other times, one person must be available, on call, who will respond onsite, if necessary, to customer inquiries and Airport concerns.
- 2) Land and Facility Requirements:
  - a) SASOs will provide sufficient facilities to adequately and safely carry out their functions. Adequacy of land and facilities will be at the sole discretion of the Authority
  - b) Personnel: SASOs will provide sufficient number of personnel to adequately and safely carry out their functions. Said adequacy shall be determined at the sole discretion of the Authority.
  - c) Equipment: Operator shall provide sufficient, equipment, supplies, and availability of parts as necessary to adequately and safely carry out their functions. Said adequacy shall be determined at the sole discretion of the Authority.
  - d) Service Hours: Subject to additional provisions listed below each SASO will be open Five (5) days a week for eight (8) hours per day.
  - e) Insurance: SASOs shall maintain coverage and limits of insurance as provided in Attachment A Schedule of Minimum Insurance Requirements
  - f) Licenses and Certifications: The SASO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of their business activity at the Airport. Said documentation will be provided to the Airport prior to commencement of operations.

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- d SASO Prohibited Services.
- 1) No commercial services or activities will be conducted from any non-commercial hangar facility on the Airport without a lease or permit issued by the Authority.
- 2) No commercial services offering tie-down and hangar storage for general aviation aircraft, both itinerant and local.
- 3) No commercial sale or into plane dispensing of aviation fuels.
- 4) Other prohibited services may be identified in the Agreement.

Nothing further in this section.

# WILLIAMSPORT REGIONAL AIRPORT Montoursville, Pennsylvania AIRPORT RULES AND REGULATION Appendix 3: Minimum Standards for Aeronautical Activity

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### **SECTION E: WAIVER OF MINIMUM STANDARDS**

The Authority in its sole discretion may waive all or any portion of these standards for the benefit of the Airport.

### 1. Waiver Procedure

Often for a new endeavor at the Airport, a requirement or standard may be construed to be unreasonable or reasonably anticipated to adversely affect the Operator's business and impact its ability to be successful at the Airport. In such a case, the Operator may request a requirement or standard be waived. Minimum Standard waivers are issued on a case-by-case basis and are finite in their duration.

Any request must be in writing and filed through the Director's Office. Such request shall include:

- a. Standard requested to be waived.
- b. Rationale for standard to be waived.
- c. Duration of waiver request.
- d. Operator's plan with timelines to become compliant with waived standard.

Submissions will be reviewed by the Director who shall provide a recommendation to the Authority Lease Committee for consideration. The Lease Committee will consider a waiver of any portion of the standards for the benefit of the aviation community or the Airport. The Committee will make its recommendation to the full Authority Board in a regularly Stated Meeting during Executive Session. The Director will notify the Operator of the Authority's decision which will be final.

Nothing further in this section.

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Appendix 3: Minimum Standards for Aeronautical Activity (DRAFT)

### SECTION F APPLICATION PROCEDURES

### 1. Application Requirements.

The Authority reserves the right to request from a prospective Operator, in written form, at the time of and as part of its application, the following information and, thereafter, such additional information as may be required or requested by the Authority.

### 2. Intended Scope of Activity

As a prerequisite to the granting of an operating privilege at the Airport, the prospective Operator must submit a specific, detailed description of the scope of the intended Activity, and the means and methods to be employed to accomplish the contemplated Activity, which shall include, but not be limited to, the following:

- a The legal name of the person filing the application and its business name (if different).
- b. The name, address, and telephone number of the person and primary contact individual.
- c. The proposed date for commencement of the Activity and proposed term for conducting same.
- d A comprehensive listing of all Activity proposed to be offered, along with copies of all applicable Federal, State, or local operating certificates and licenses currently held.
- e. For proposed Leases or Subleases of existing structures or improvements, a description of the size, location, and proposed utilization of office, hangar, Tie-downs, and/or vehicle parking areas to be utilized.
- f. For proposed Leases or Subleases of unimproved Airport areas, a layout (to scale) of the size, configuration, and location of the property desired to be occupied and a description and preliminary drawing of the buildings and improvement to be constructed, together with vehicle parking to be available (and required) for the proposed Activity.
- g The number of persons proposed to be employed, including qualifications of each person, and specifications as to whether the employees will be full-time, part-time, or seasonal.
- h The number of Aircraft to be utilized in connection with the Activity and the make, model, passenger seating capacity, cargo capacity, Aircraft registration number, and copies of applicable operating certificates for each Aircraft.
- i The tools, equipment, vehicles, and inventory proposed to be utilized in connection with the proposed Activity.
- j. A market analysis to include a written statement addressing each of the following areas:
  - 1) Definition of target market.

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- 2) Intended market share.
- 3) Promotional marketing techniques.
- 4) Identification of existing competitors.
- 5) Percent of intended sales related to Aircraft based at the Airport.
- 6) List of certifications and licenses to be sought (if any, as required).
- 7) Evidence of support from potential customers, such as surveys, testimonials, and/or related documentation.
- 8) List of products to be sold or distributed (if any) and a list of manufacturer's or distributor's requirements for obtaining dealership (if applicable).
- 9) Tentative list of suppliers, subcontractors, and associates.

In addition, the applicant shall provide a statement, with supporting evidence, of the need at the Airport for the proposed Activities and the desires of Airport users for the proposed Activities, together with a description of existing Operators at the Airport offering the same or similar Activities.

### 3. Financial Responsibility and Capability

The prospective Operator must provide a statement, as evidence of applicant's financial responsibility, from an area bank or trust company or from such other source as may be acceptable to the Authority and readily verified through normal banking channels. The prospective Operator must also demonstrate the financial capability to initiate the Activities, construct the improvements proposed, and (if applicable) provide the working capital necessary to carry on the contemplated Activities (once initiated). The demonstration of financial responsibilities and capabilities shall include a cash flow and profit and loss projections for the first five (5) years of the proposed operation, a three (3) year historical profit and loss statement (if available), and a current (within 60 days) balance sheet (if available).

### 4. Experience

The prospective Operator shall furnish the Authority with a statement of its past experience in the specified Aeronautical Activity for which application is being made, including resumes of management individuals who will be directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to the Authority.

### 5. Bonding and Insuring Capacity

The prospective Operator shall provide evidence in a form acceptable to the Authority of its ability to supply performance assurance as provided herein.

### 6. Grounds for Denial of Application

The Authority may deny any application for one (or more) of the following reasons:

- a. The applicant for any reason does not meet fully the qualifications, standards, and requirements established herein. The burden of proof of compliance shall be on the applicant and the standard of proof shall be by clear and convincing evidence.
- b. The applicant's proposed Activity, operation, and/or construction will create a safety hazard.

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- c. The granting of the application will require the Airport to expend funds or supply labor or materials in connection with the proposed Activity, operation, and/or construction that the Authority is not willing to spend, or the operation will result in a financial loss to the Airport.
- d. No appropriate, adequate, or available space or building exists at the Airport which would accommodate the entire operation of the applicant at the time of application, nor is such contemplated within a reasonable time thereafter.
- e. The proposed operation, development, or construction does not comply with the Master Plan of the Airport (and/or ALP) then in effect or anticipated to be in effect within the time frame proposed by the applicant.
- f. The development or use of the area requested by the applicant will result in a congestion of Aircraft or buildings or will unduly interfere with operations or Activities of any present Operator on the Airport and/or prevent adequate access to their Leased area.
- g. The applicant has either intentionally or unintentionally misrepresented or omitted one or more material facts in the application or in supporting documents.
- h. The applicant has failed to make full disclosure on the application or in supporting documents.
- i. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has a record of violating the rules, regulations, statutes, ordinances, laws, or orders of any other Airport, civil air regulations, FAA regulations, or any other rules, regulations, statutes, ordinances, laws, or orders applicable to the Airport.
- j. The applicant or an officer, director, agent, representative, shareholder, or employee of applicant has defaulted in the performance of any Lease or other Agreement with the Authority or at the Airport.
- k. On the basis of financial information, the applicant does not, in the sole discretion of the Authority, exhibit adequate financial responsibility or capability to undertake the proposed operation and Activity.
- 1. The applicant cannot provide a performance bond, payment bond, or applicable insurance in the amounts and types required by the Airport for the proposed operation and Activity.
- m. The applicant or an officer, director, agent, representative, shareholder or employee of the applicant fails a TSA Security Threat Assessment or Background Investigation as required.
- n. Applicants Activity or operations have been or could be detrimental to the Airport.

### Nothing further in this section.

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### ATTACHMENT 1 SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

Type Operation	Comprehensive General Liability Each Accident (Minimum)	Comprehensive Vehicle Liability Each Accident	Hangarkeepers Liability Combined Single Limit	Aircraft Liability: Combined Single Limit Bodily Injury Including Passenger/Property Damage Liability	Workers Compensation Yes or No
Fixed Base Operator	\$5,000,000	\$5,000000	\$5,000,000- \$10,000,000	Depending on operations	Yes
Jet Aircraft Maintenance	\$5,000,000	\$1,000,000	\$5,000,000	Depending on operations	Yes
Piston Aircraft Maintenance	\$1,000,000	\$1,000,000	\$1,000,000	Depending on operations	Yes
Aircraft Rental	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000-\$5,000,000	Yes
Flying Club	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000-\$5,000,000	Yes
Flight Training Operator	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000-\$5,000,000	Yes
Air Charter/Taxi/Ambulance	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000-\$5,000,000	Yes
Avionics/Propeller Repair	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000-\$5,000,000	Yes
Aircraft Sales/Lease	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000-\$5,000,000	Yes
Any Other SASO	\$1,000,000	\$1,000,000	\$2,000,000 - \$5,000,000	\$1,000,000-\$5,000,000	Yes

Nothing further in this section.

Montoursville, Pennsylvania

Airport Rules and Regulations Appendix 4: Activity Permits

Any person wishing to engage in commercial activities at the Airport must comply with the Rules and Regulations set out in Section 600 herein. The term "commercial activities" shall include any activity by which a person seeks to obtain money or something of value in exchange for some service or product on a for profit basis.

Any person wishing to engage in any non-commercial activities at the Airport, including, but not limited to meetings, demonstrating, picketing, soliciting funds, distributing printed material for free or for a nominal fee, distribution of a product or printed material in exchange for a donation of any kind, at the Williamsport Regional Airport must first apply for, and obtain, a permit from the Authority or the Director.

### A. Obtaining a Permit

- 1. Persons shall apply for and obtain a permit on forms prescribed by the Authority. The permit application shall be available at the Airport Administration Office and shall be submitted to the Director or the Director's designated representative authorized to approve permits.
- 2. The permit, application shall state the following information:
  - a. The full name and mailing address of the Person sponsoring, conducting or promoting the desired activity or activities (if the mailing address is a post office box number, the actual street address shall be so stated).
  - b. The type of activity or activities, including but not limited to meetings, sales, solicitation of funds, distribution of written materials, distribution of products, proselytizing, or seeking monetary donations.
  - c. The purpose or object of the activity.
  - d. The requested date and hours of the activity.
  - e. The number and names of other persons participating in the activity or activities.
  - f. Whether the use of designated areas for tables, chairs or other obstructions is desired.
  - g. Provide copies of necessary additional permits, if required, by the Commonwealth of Pennsylvania and/or Borough of Montoursville.
- 3. Upon completion of all portions of the permit application, a permit shall be issued to the applicant (hereinafter referred to as Permittee).
- 4. Permits shall be for a period to be specified generally not exceeding 72 hours, commencing at the time specified by the applicant on the permit, excepting periods when the airport terminal building is closed.

### **B.** Location of Activities

- 1. No Permittee shall interfere with the free passage or access of other persons or vehicles along sidewalks or at entrances or exits from the terminal or any other structure. No Permittee shall obstruct any entrance or exit, nor shall a Permittee solicit another person, sell or distribute literature or products, or participate or conduct any activities within ten (10) feet of an entrance or exit, Nor shall any person be approached while loading or unloading baggage from any public or private vehicle.
- 2. No Permittee shall impede the flow of pedestrian traffic inside the terminal building to aircraft, ticket or check-in counters, booths, concessions, exits, baggage collection or baggage loading areas, or terminal security checkpoints. There shall be no sales, solicitation or distribution activity within fifteen (15) feet of any check-in counter, booth concession entrance or exit, or security checkpoint, or within any leased area of the building.

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Appendix 4: Activity Permits

### C. Suspension of Permits During Emergency

- 1. When an emergency situation is declared at the airport, the Director or the Director's designated representative may suspend permits issued hereunder during the period of the emergency in those areas of the airport either reasonably threatened by the emergency or where said activities of the Permittee may otherwise interfere with the actions necessary to respond to said emergency. Upon cessation of the emergency, the suspension of the permit activity shall be lifted.
- 2. Situations specifically included as emergency situations include but are not limited to:
  - a. Fires or fire alarms, bomb alerts, terrorist activities, suspected or otherwise, and any other threat to the public safety.
  - b. Aircraft accident.
  - c. Unusually congested conditions in areas of the permit, including but not limited to those caused by severe weather, scheduling interruptions, security measures, baggage handling delays, scheduled or delayed arrivals or departures, or any other cause in which the congestion of persons passing within any specific area exceeds an appropriate safety limit of one person per seven square feet.
  - d. Military or civil emergency or disaster requiring the use of the airport facilities.
  - e. Any event deemed a potential threat to life or property by the Director.

### **D.** Restrictions on Permittees

- 1. No Permittee shall set up or maintain table, chairs, or other obstructions in the airport terminal or upon the airport grounds except in areas which the Director of Aviation may from time to time designate within these rules as evidenced on exhibit "A" hereto attached and made a part hereof. Use of designated areas shall be on a first come first serve basis and only when requested on the permit application.
- 2. Parking of vehicles operated by the Permittee on the airport terminal building curb for any reason is expressly prohibited. Once identified, said vehicles parking on the terminal curb will be towed at the owner's expense. Any unattended vehicle parked on the airport terminal curb will be subject to being ticketed and towed.
- 3. The sale of tickets for raffles, drawings, and similar other activities are prohibited without the express written permission of the Director of Aviation in addition to a Demonstration Permit.
- 4. Material or products to be distributed shall not be stored or kept on airport property except at designated locations and out of plain sight. Materials or products may be stored in vehicles operated by Permittee and parked upon airport property in accordance with these regulations, however, nothing in this section shall be deemed permission for the storage, possession, sale, or distribution of materials or products which are illegal under federal, state or local law. The Authority shall not be responsible for the security of any stored materials or products.
- 5. Any Permittee desiring vehicle parking shall park their vehicles in the public parking lots and shall be subject to and pay the posted parking rates.
- 6. The Permittee shall check the permit activity area of the airport terminal once each hour, and before leaving the terminal building after completion of the permitted activity, and shall remove discarded products, literature or other items sold or distributed by the Permittee.
- 7. The Permittee is required to have a copy of their approved permit at the designated area at all times.

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AIRPORT RULES AND REGULATIONS

Appendix 4: Activity Permits

### APPLICATION AND PERMIT FOR ACTIVITIES AT THE WILLIAMSPORT REGIONAL AIRPORT

1. APPLI	CATION					
A.	Date of Application:	Time:	am/pm.			
В.	Applicant (or Person) Name: _					
C.	C. Applicant (or Person) Address: (if PO box, list street address also):					
D.	D. Type of Activity(s) Desired (i.e., soliciting, distribution, dissemination or other information):					
E.	Object or Purpose of the Desire	. ,				
— F.	Number in Group:	(Attach list of nam	nes)			
G.	Use of: Tables: # Cha	irs#Other (spe	ecify what and how many)	is required.		
H.	The members of my group and	I have read and underst	and the regulations pertaining to	o this permit:		
		APPLICA	ANT SIGNATURE			
PERMIT						
A. This permit is granted for a period commencing atam/pm on Month Day						
В.	The following area is designate	ed for this activity:				
C.	The Person may use Table(s)	# Chair(s) #	Other	<del></del>		
—— Exec	cutive Director	Date Approved	_			

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