

ORDINANCE

**TO ESTABLISH AND ADOPT RULES AND MINIMUM STANDARDS GOVERNING
THE USE OF THE ST. MARY'S COUNTY REGIONAL AIRPORT**

An Ordinance to establish and adopt certain Rules and Minimum Standards governing the use of the St. Mary's County Regional Airport pursuant to the authority of Section 5-426 of the Transportation Article of the Annotated Code of Maryland and certain federal authority, and to modify and amend certain existing rules and minimum standards relating to the St. Mary's County Regional Airport by superseding such existing Rules and Minimum Standards in their entirety with certain new Rules and Minimum Standards, all of the purpose of preserving safety and order at the St. Mary's County Regional Airport and protecting the safety, health, and welfare of users at the St. Mary's County Regional Airport and the general public, and generally relating to the St. Mary's County Regional Airport.

WHEREAS, the St. Mary's County Regional Airport (the "Airport") is owned by St. Mary's County;

WHEREAS, the Commissioners of St. Mary's County, Maryland created and established the St. Mary's County Airport Commission (the "Airport Commission") by Ordinance No. 79-69, pursuant to the authority granted by § 5-418(a)(4) of the Transportation Article of the Annotated Code of Maryland;

WHEREAS, under Ordinance No. 79-69, the Commissioners of St. Mary's County, Maryland delegated to the Airport Commission all the powers and authority available to the Airport Commission under Title 5 of the Transportation Article while retaining the authority to exercise all those powers granted to St. Mary's County under such Title;

WHEREAS, Section 5-426 of the Transportation Article of the Annotated Code of Maryland provides that "[a]fter holding a public hearing, the governing body of any publicly owned airport in this State may adopt regulations for: (1) The parking of motor vehicles at the airport . . . (2) The movement of traffic at the airport; (3) Safety at the airport; and (4) The preservation of order at the airport.";

WHEREAS, following the June 28, 1994 public hearing, the Commissioners of St. Mary's County previously adopted rules (the "Existing Rules") and minimum standards (the "Existing Minimum Standards") under Ordinance No. 94-19 on August 16, 1994 to govern the use and enjoyment of the Airport; and

WHEREAS, the Existing Rules, as they may be amended from time to time, are binding upon all users of the Airport, including, without limitation, all existing and future fixed based operators ("FBOs") at the Airport,

WHEREAS, the Existing Minimum Standards, as they may be amended from time to time, are binding upon all existing and future FBOs at the Airport; and

WHEREAS, following the February 20, 1995 public hearing, on March 19, 1996, under Ordinance No. 96-13 all duties and functions assigned to the Airport Commission in the August 16, 1994 Existing Rules were reclaimed by and assigned to the Commissioners of St. Mary's County. In addition, pursuant to Ordinance No. 96-13, the Airport Commission was to serve in an advisory capacity to the Commissioners of St. Mary's County with regard to all matters pertaining to the Airport; and

WHEREAS, the Commissioners of St. Mary's County established an Airport Advisory Committee via Resolution No. 2001-39 and subsequently approved Committee Bylaws on December 11, 2001 to advise and make recommendations to the Commissioners of St. Mary's County regarding development and management of the St. Mary's County Airport; and

WHEREAS, on March 7, 2006 the Commissioners of St. Mary's County accepted the Federal Aviation Administration ("FAA") Master Agreement on Terms and Conditions of Accepting Airport Improvement Program Grants, under which the County received federal funds for the Airport. Section 7.8(c)

**Subject: St. Mary's County Regional
Airport Rules**

of FAA Order 5190.6B, the FAA Airport Compliance Manual, provides that an airport sponsor "should adopt and enforce adequate rules, regulations, or ordinances as necessary to ensure safety and efficiency of aircraft operations and to protect the public using the airport." Appendix A of FAA Order 5190.6B governs the Airport Sponsors Assurances and provides that "the airport and all facilities which are necessary to serve the aeronautical users of the airport.....shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required by applicable Federal, state and local agencies for maintenance and operation."; and

WHEREAS, in accordance with Appendix A of FAA Order 5190.6B, the Commissioners of St. Mary's County "will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection."; and

WHEREAS, the designated Airport Manager and appointed Airport Advisory Committee has determined, and the Commissioners of St. Mary's County agree, that for the purpose of preserving safety and order at the Airport and protecting the safety, health, and welfare of users of the Airport and the general public, it is necessary (1) to modify and amend the Existing Rules and Existing Minimum Standards by superseding such Existing Rules in their entirety with the attached Rules, which are binding on all users of the Airport including, without limitation, all existing and future businesses at the Airport; (2) to modify and amend the Existing Minimum Standards by superseding the Existing Minimum Standards in their entirety with the attached Minimum Standards, which are binding on all users of the Airport including, without limitation, all existing and future businesses at the Airport; and (3) to issue Standard Operating Procedures to address aeronautical activities and aviation subjects that are governed by aviation regulatory bodies that do not need to be repeated into a St. Mary's County Ordinance; and

WHEREAS, a copy of draft rules (the "Draft Rules"), draft minimum standards (the "Draft Minimum Standards"), and draft standard operating procedures were distributed by the Airport Manager to the FAA, MAA, Airport Advisory Committee, and users of the Airport, and made available to members of the public; and

WHEREAS, open meetings were held by the Airport Advisory Committee, at which a general overview of the documents were presented. Attendees were also informed that the Proposed Airport Rules would become final rules following a public hearing and approval by the County Commissioners; and

WHEREAS, the Airport Advisory Committee, FAA, Maryland Aviation Administration, Airport Manager, and consultants reviewed the written comments, carefully considered them, and submitted a recommendation to the Commissioners of St. Mary's County, addressing many of the specific comments received and recommending certain changes to the above-mentioned documents based on the written comments; and

WHEREAS, in accordance with Section 3-302 of the General Provisions Article of the Annotated Code of Maryland, a notice of a public hearing was advertised on February 28, 2020 and March 6, 2020 in *The Enterprise*, a newspaper of general circulation in St. Mary's County, and a public hearing was held on March 17, 2020 to receive public comment and consider adoption of an ordinance; and

WHEREAS, the County Commissioners have determined that the enactment of the attached Rules and Minimum Standards are necessary to preserve and protect order and safety at the Airport and to protect the health, safety, and welfare of the users of the Airport and the general public; and

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED, by the Commissioners of St. Mary's County, Maryland, as follows:

(1) That the Rules attached hereto are incorporated herein by reference and shall be known collectively as the "St. Mary's County Airport Rules." Such Rules shall be binding in accordance with their terms upon all users of the Airport, including, without limitation, all existing and future businesses at the Airport; and

Subject: St. Mary's County Regional Airport Rules

(2) That the Minimum Standards attached hereto are incorporated herein by reference and shall be known collectively as the "St. Mary's County Airport Minimum Standards." Such Minimum Standards shall be binding in accordance with their terms upon all users of the Airport, including, without limitation, all existing and future businesses at the Airport; and

(3) That the Commissioners of St. Mary's County are authorized and directed to administer and enforce the St. Mary's County Airport Rules and Minimum Standards in accordance with the terms thereof; and

(4) That the Existing Rules and Existing Minimum Standards and any other Ordinance or regulation in conflict herewith, are hereby amended and modified by superseding such Existing Rules and Existing Minimum Standards in their entirety with the St. Mary's County Airport Rules and St. Mary's County Airport Minimum Standards, respectively. It is the intent of the Commissioners of St. Mary's County that (a) the St. Mary's County Airport Rules shall be binding on all users of the Airport including, without limitation, all existing and future businesses at the Airport and (b) the St. Mary's County Airport Minimum Standards shall be binding on all existing and future businesses at the Airport upon the execution by a business of a new lease or an amendment to or renewal of an existing lease; and

(5) That the findings and statements of fact contained in the Recitals are hereby approved and adopted; and

(6) That this ordinance shall take effect on July 1, 2020.

Adopted this 16 day of June, 2020.

ATTEST:

Rebecca Bridgett
Dr. Rebecca Bridgett
County Administrator

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

David Weiskopf
David Weiskopf
County Attorney

COMMISSIONERS OF ST. MARY'S COUNTY MARYLAND

James R. Guy
James R. Guy, Commissioner President

Eric Colvin
Eric Colvin, Commissioner

Michael L. Hewitt
Michael L. Hewitt, Commissioner

Todd B. Morgan
Todd B. Morgan, Commissioner

John E. O'Connor
John E. O'Connor, Commissioner

St. Mary's County Regional Airport Rules



Adopted by the Commissioners of St.
Mary's County June 16, 2020

Contents

SECTION I	GENERAL PROVISIONS	2
A.	PURPOSE AND AUTHORITY	2
B.	DEFINITIONS	2
C.	RULES OF CONSTRUCTION	4
D.	COUNTY HELD HARMLESS	4
E.	ACCIDENT REPORTING AND DAMAGE TO AIRPORT PROPERTY	4
F.	AIRPORT OPERATION	5
G.	AIRPORT MANAGER	5
SECTION II	OPERATING RULES	6
H.	PERSONAL CONDUCT	6
I.	GROUND VEHICULAR TRAFFIC AND PARKING	6
J.	AIRCRAFT OPERATIONS	6
K.	POLLUTION, DISCHARGE, REFUSE, AND HAZARDOUS MATERIALS	7
L.	FUELING	7
M.	ANIMALS	8
N.	FIREARMS, WEAPONS, AND EXPLOSIVES	8
O.	STORAGE OF HAZARDOUS MATERIALS	8
P.	PRESERVATION OF PROPERTY	8
Q.	ABANDONED PROPERTY	8
R.	PERMITS AND LEASES	9
S.	RENTAL FEES AND CHARGES	9
T.	INSURANCE FOR BASED AIRCRAFT	9
U.	SIGNS, SOLICITING, AND SPECIAL EVENTS	9
SECTION III	WAIVERS, APPEALS, AND ENFORCEMENT	10
V.	WAIVERS	10
W.	ENFORCEMENT	10
X.	APPEALS	12
SECTION IV	MISCELLANEOUS	12
	APPENDICES	
	Appendix A: FEE SCHEDULE	13

SECTION I

GENERAL PROVISIONS

A. PURPOSE AND AUTHORITY

The St. Mary's County Regional Airport ("Airport") shall be conducted as a public air facility for the promotion and accommodation of civil aviation and associated activities. St. Mary's County ("County") will equally support the development of commerce and private and recreational use of the airport to the benefit of flying and non-flying citizens.

The St. Mary's County Regional Airport Rules ("Rules") govern the management, control, and use of the Airport. Its purpose is to maintain order and protect the safety of the public and tenants of the Airport. It is intended to be reasonable, non-arbitrary, and non-discriminatory and shall be abided by and observed by all persons. The County reserves the right to deny use of the Airport to any person who is judged to be endangering the public's safety, health, or welfare. Pursuant to the authority defined by the Transportation Article of the Annotated Code of Maryland, Code of Maryland Regulations ("COMAR"), and federal laws and regulations, the governing public body of any publicly owned airport may adopt and enforce rules and regulations for the parking and movement of vehicles, public safety, and the preservation of order at the Airport.

In addition to the requirements of the Federal Aviation Administration ("FAA") and the Maryland Aviation Administration ("MAA"), the County may promulgate such rules and regulations, orders and instructions as are necessary in the administration of this chapter. Therefore, these Rules and the St. Mary's County Regional Airport Minimum Standards for Businesses Providing Aeronautical Services to the Public ("Minimum Standards") comprise the County ordinance and will be augmented by the St. Mary's County Regional Airport Standard Operating Procedures ("Standard Operating Procedures") as detailed in paragraph G.

B. DEFINITIONS

All words and phrases used in this chapter shall have the following meaning, unless the context requires otherwise. All definitions contained within the Federal Aviation Regulations ("FAR"), Title 14 Code of Federal Regulations ("CFR") apply.

Aeronautical Activity means any activity that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.

Aeronautical Service means any service conducted on the Airport including, but not limited to, air charter, pilot training, aircraft rental, aircraft sales and service, aircraft maintenance, aircraft manufacturing or modification, engine repair and overhaul, refinishing and painting, flying clubs, fuel sales, sale of aircraft parts, aircraft detailing, avionics sales and service, aircraft upholstery, or aircraft storage.

Aircraft means a device that is used or intended to be used for flight in the air (per 14 CFR § 1.1).

Airport means the St. Mary's County Regional Airport and all of the property, buildings, facilities, and improvements within the boundaries of said Airport as it presently exists or as it may hereinafter be extended, enlarged, or modified.

Airport Manager means the Commissioners of St. Mary's County, or person designated by the Commissioners of St. Mary's County, to oversee the day-to-day management and development of the Airport.

Airport Operations Area means the area of the Airport used or intended to be used for landing and takeoff or the surface maneuvering of Aircraft, including the associated hangars and navigation and communication facilities.

Apron (or Ramp) means a defined area on the Airport intended to accommodate Aircraft for the purposes of parking, loading, and unloading of passengers or cargo, refueling, or maintenance.

Business means any person or business entity that is offering an aeronautical service.

Fixed Base Operator ("FBO") means a Business subject to the provisions of a lease acting as a gateway to and from the County, which provides line services to transient and based aircraft, flight planning and crew lounge facilities, and facilitates the embarking and debarking of passengers. It may also engage in other aeronautical services such as fuel sales (to include fueling); service, renting, or leasing of new or used aircraft, parts, aircraft accessories, and hardware; repair, overhauling, and modification of general aviation aircraft and/or aircraft equipment; or the conduct of charter flight service, aerial photography, and flight schools.

Hangar means a large building with an extensive floor area typically for housing aircraft. The primary purpose of an aircraft hangar is aircraft storage.

Hazardous Material means any hazardous or toxic substance, waste, or material, the presence of which requires investigation, removal, or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law.

Incursion means any occurrence at the Airport involving the incorrect presence of an aircraft, vehicle, or person, on the protected area of a surface designated for the landing and takeoff of aircraft.

Mobile Independent Operator ("MIO") means a business offering an aeronautical service without an established and approved place of business on the Airport.

Operator means the person, firm, or corporation in possession of an Aircraft or vehicle or any person who has rented such for the purpose of operation by him/herself or an agent.

Permit means permission granted by the Airport unless otherwise specifically provided herein.

Taxi-Lane means a dual-use surface area for transit of vehicles and aircraft, such as the paved areas in the General Aviation Hangar area.

Taxiway means a hard surface area primarily for the use of aircraft to taxi from one portion of the airport to another.

Tenant means a lessee, person, or entity that occupies land or property leased from a lessor.

Vehicle means a device, upon or by which a person or property is or may be propelled, moved, or drawn except any device moved by human power.

Weapon means any device capable of inflicting death or bodily harm to an individual or destroying property as defined by COMAR, including, but not limited to, a firearm, knife, metal knuckles, razor, or any explosive device.

C. RULES OF CONSTRUCTION

Unless the context clearly indicates to the contrary, these rules of construction shall apply to these Rules:

1. Words importing the singular number include the plural number, and words importing the plural number include the singular number.
2. Words of the masculine gender include the correlative words of the feminine and neutral genders.
3. The word "shall" is always mandatory and not discretionary. The word "should" indicates a recommended but not mandatory practice.
4. References to activities at the Airport include activities which are related to the Airport whether they occur on the ground or in the air.
5. References to persons and aeronautical service providers participating in aeronautical activities at the Airport do not include:
 - a. Passengers in any Aircraft or visitors to the Airport, in either case, who are not participating in an aeronautical activity; or
 - b. Aircraft operators that are not based at the Airport.

D. COUNTY HELD HARMLESS

1. The privilege of using the Airport and its facilities shall be conditioned on the assumption by the user of full responsibility and risk for such use, and the user thereof releases and agrees to hold the County, its officers, and its employees harmless, and to indemnify them from any liability or loss resulting from the use. The County assumes no responsibility or liability for loss, injury, or damage to persons or property on the Airport or using Airport facilities, including, but not limited to, fire, vandalism, wind, flood, or earthquake, nor does it assume any liability by reason of injury to person or property while using the facilities of same.
2. This does not apply for issues affirmatively caused by the County.

E. ACCIDENT REPORTING AND DAMAGE TO PROPERTY

1. Any person causing or liable for any damage on Airport property shall be required to pay the County or Property Owner on demand the full cost of repairs to the damaged property. Any person causing or being responsible for injury, destruction, damage, or disturbance shall report such damage to the Airport Manager and is liable for the full amount of the damage.
2. Aircraft Accidents and Incidents as defined by 49 CFR § 830.2 shall be reported to the Airport Manager per the Standard Operating Procedures.

3. Every operator shall be responsible for the prompt removal of any disabled Aircraft or parts thereof, as directed by the Airport Manager, subject to accident investigation requirements.

F. AIRPORT OPERATION

1. The Airport will be open to all Aircraft 24 hours a day, every day of the year, provided that the Airport may be closed when the County, FAA, MAA, or Airport Manager determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no longer exists.
2. No person shall conduct any Aircraft operations at the Airport except in conformity with all FAA and MAA regulations, these Airport Rules, and the Standard Operating Procedures promulgated by the Airport Manager.

G. AIRPORT MANAGER

1. The Airport Manager is responsible for the overall management and operation of the Airport. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard both County property and the public at the Airport, and to oversee all Airport operations for compliance with these Rules. The Airport Manager shall have the right to cause to be ejected from the Airport premises any individual, vehicle, or Aircraft Operator guilty of violation of any provisions of these Rules. Such persons shall have the right to appeal the ejection to the County.
2. Any Aircraft or vehicle which has been parked in any unauthorized space may be removed or caused to be removed by the Airport Manager at the operator's expense.
3. The Airport Manager will use reasonable efforts to coordinate tenant activities to avoid conflict and is authorized to approve or withhold approval for all Special Events and Permits.
4. The Airport Manager, with the concurrence of the Airport Advisory Board, shall develop changes to the Standard Operating Procedures and promulgate, administer, and enforce the Standard Operating Procedures. The County Administrator may approve changes without regard to the recommendations of the Airport Advisory Board.
5. To the extent necessary to protect its rights and interests or to investigate compliance with the terms of a lease and the Airport Rules, the County, the Director of Public Works and Transportation, its Attorney, its Law Enforcement Officers, and the Airport Manager shall have the right to inspect at all reasonable times all Airport premises together with all structures or improvements.

SECTION II

OPERATING RULES

H. PERSONAL CONDUCT

1. Signs, fences, and barricades shall be observed and obeyed.
2. No person(s), singly or in association with others, shall prevent any other person or persons lawfully entitled thereto from the use and enjoyment of the Airport and its facilities or any part thereof, or prevent any other person or persons lawfully entitled thereto from moving from place to place or through entrances, exits or passageways on the Airport.
3. Powered and non-powered aviation support equipment shall be stored in a designated holding area when not in use, unless written permission has been granted by the Airport Manager to leave equipment on the airfield.
4. No person shall, without the owner's or lawful permission, interfere or tamper with an Aircraft parked or stored at the Airport.

I. GROUND VEHICULAR TRAFFIC AND PARKING

1. Unless otherwise provided, all traffic laws of the State of Maryland shall apply to the streets, roads, vehicular parking areas, ramps, aprons, and taxi-lanes at the Airport.
2. Only authorized County, construction, maintenance, fire-fighting equipment, ambulance, and emergency vehicles or vehicles responding to an emergency may drive on the runway or taxiway, or other than established streets, roads, and parking areas on the Airport, unless associated with Aircraft or Airport operations. All vehicles shall give way to Aircraft.
3. Drivers accessing the airfield from a vehicle gate will not allow an unauthorized vehicle to enter the gate under the privileges of their proximity card reader.
4. No person shall operate a motor vehicle in excess of 15 miles per hour within the Aircraft environment to include the ramp, hangar area, and parking areas.
5. No person shall park or stand a motor vehicle at any place on the Airport in violation of any sign posted by the Airport Manager, within fifteen feet of a fire hydrant, or in a manner as to block any fire gate or entrance, road, or taxi-lane.
6. Unless otherwise provided in a lease or other agreement, no person shall use any area of the Airport for the storage of trailer(s) without prior written permission of the Airport Manager.

J. AIRCRAFT OPERATIONS

1. No person shall conduct any Aircraft operation at the Airport except in conformity to FAR, COMAR, these Rules, and the Standard Operating Procedures.
2. No person shall park an Aircraft on any runway or taxiway at the Airport.
3. No person shall park or store an Aircraft at the Airport except in areas designated by the Airport Manager.
4. Aircraft Operators may perform maintenance, rebuilding and alteration on their assigned aircraft in their hangar, leased area, tiedown, or other maintenance areas designated by the Airport Manager. Operators are cautioned to ensure that maintenance providers they might hire have the appropriate Permits and agreements to perform work on the Airport and within one's hangar.
5. Amateur aircraft construction is an authorized activity within one's hangar.

6. Persons parking transient Aircraft overnight on terminal transient areas shall register their Aircraft with the FBO as soon as possible after landing at the Airport and pay appropriate tie-down fees.
7. All operators who desire to base their Aircraft at the Airport shall register their Aircraft with the Airport Manager prior to beginning operations. Any change in ownership of the Aircraft shall be reported as soon as practical.
8. Hangars not used in accordance with FAA Hangar policies may be reassigned to others for aeronautical use.

K. POLLUTION, DISCHARGE, REFUSE AND HAZARDOUS MATERIALS

1. Each person, while on Airport property, shall conduct their activities thereon in such a manner as not to cause littering or any other form of illegal pollution.
2. No person shall dispose of garbage, used oil, papers, refuse, waste, or other forms of trash, including cigarettes, cigars, and matches, except in receptacles provided for such purpose.
3. No oils, petroleum, or hazardous products shall be placed in storm drains or intentionally allowed to drain into the grass or asphalt. Any spills shall be cleaned up with a Spill Kit and reported to the Airport Manager.
4. All Airport Operations Areas shall be kept Foreign Object Debris ("FOD") free at all times and in such a manner as to minimize any hazards.
5. Fuel discharge created when aircraft fuel tanks are "sumped" shall not be dumped onto the ground or pavement.

L. FUELING

1. No person shall fuel or defuel an Aircraft while on Airport property when:
 - a. The Aircraft's engine is running or is being warmed by applying external heat;
 - or
 - b. The Aircraft is in a hangar or enclosed space.
2. No person shall knowingly start the engine of an Aircraft on the Airport if there is any gasoline or other volatile flammable liquid on the ground beneath the aircraft of sufficient quantity to cause a hazard.
3. No person shall operate a radio transmitter or receiver, or to switch electrical appliances on or off (except as required for fueling/defueling) in an Aircraft on the Airport while it is being fueled or defueled.
4. During the fueling of an Aircraft on the Airport, the dispensing apparatus and the Aircraft shall both be grounded.
5. Each person engaged in fueling or defueling on the Airport shall exercise care to prevent the overflow of fuel and shall have readily accessible and adequate fire extinguishers.
6. During the fueling or defueling of an Aircraft on the Airport, no person shall, within fifty feet of that Aircraft, smoke or use any material that is likely to cause a spark or be a source of ignition.
7. Each hose, funnel, or appurtenance used in fueling or defueling an Aircraft on the Airport shall be maintained in safe, sound, and nonleaking condition and must be properly grounded to prevent ignition of volatile liquids.

M. ANIMALS

1. Pets shall be kept and controlled in accordance with state and County law.
2. No person other than acting in an official capacity shall hunt or trap animals on the airport operations area and the outdoor Airport property.
3. No person shall feed or perform any other act to encourage the congregation of birds or other animals on the Airport.

N. FIREARMS, WEAPONS, AND EXPLOSIVES

1. The carrying of a firearm or weapon must be in conformity with all applicable federal, state, and county laws.
2. Ammunition must be secured in accordance with federal, state, and County laws.
3. No person shall intentionally discharge any firearm or weapon on Airport property, except in the performance of official duties requiring the discharge thereof.
4. Explosives required for the operation of the Aircraft and equipment shall be stored in accordance with federal and state law, local ordinances or regulations.
 - a. Explosives used as part of the normal or safe operation of the Aircraft to include, but not limited to, engine starter cartridges, fire bottle squibs, ejection seat rockets, and jettison systems shall be stored in accordance with all applicable regulations and standards for the storage of such items.
 - b. The Airport Manager shall be notified in writing that Aircraft explosive systems are stored at the Airport and the storage shall be appropriately marked.

O. STORAGE OF HAZARDOUS MATERIALS

1. Hazardous material required for the normal operation of Aircraft and Aircraft systems shall be stowed in accordance with applicable Federal and Maryland law, as well as local ordinances and regulations. Examples include, but are not limited to:
 - a. Liquid Oxygen;
 - b. High Pressure Gaseous Oxygen;
 - c. Skydrol;
 - d. Hydrazine;
 - e. MIL-H-83282 and MIL-L-7808 Hydraulic fluids; and
 - f. FE1301 and Halon fire extinguishing agents.
2. All storage facilities shall be appropriately marked on the storage container and the exterior of the storage facility.

P. PRESERVATION OF PROPERTY

No person shall alter, add to, or erect any building on the Airport or make any excavation on the Airport without prior written approval of the County.

Q. ABANDONED PROPERTY

1. In no event shall the County be responsible for any lost or stolen property of an Airport tenant, guest, Business, or person.
2. No person shall willfully abandon any personal property on the Airport.
3. The Airport Manager may cause to be removed from any area of the Airport, including vehicle parking lots any vehicle and/or trailer which is disabled, abandoned, parked in violation of these regulations, or which presents an operational problem to any area of

the Airport. The removal shall be at the operator's expense, and the Airport Manager shall not be responsible for any damage which may result in the course of such movement.

R. PERMITS AND LEASES

1. No person or entity may provide an Aeronautical Service at the Airport unless they have a Lease or Permit as indicated in the Minimum Standards. The requirements of this section do not apply to:
 - a. FAA Designated Examiners, including, without limitation, Designated Pilot Examiner ("DPE"), Aviation Medical Examiner ("AME"), Designated Mechanic Examiner ("DME"), Sport Pilot Examiner, etc.; or
 - b. Independent flight instructors, including FAA Certified Flight Instructors ("CFIs") giving instruction only in client-owned/leased Aircraft.
2. Mobile Independent Operator Permits may be issued by the Airport Manager as detailed in the Minimum Standards. Work may be performed in hangars (with an approved Hangar Access Agreement signed by the lessee or Permit holder), leased areas and areas designated by the Airport Manager. The process is detailed in the Minimum Standards.

S. RENTAL FEES AND CHARGES

1. The obligation of the County to make the Airport available for public use does not preclude the County from recovering the cost of providing the facility through fair and reasonable fees, rentals or other user charges. The Fee Schedule for the Airport is detailed in Appendix A below.
2. Each Business shall be subject to the same equitable rates, fees, rentals, and other charges as are applicable to all other businesses making the same or similar uses of the Airport and utilizing the same or similar facilities.
3. Nondiscriminatory Service. Businesses(s) and aeronautical service providers shall furnish to all users all authorized or licensed services on a fair, equal, and nondiscriminatory basis and shall charge fair, reasonable, and nondiscriminatory prices for each unit or service, provided that the businesses may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

T. INSURANCE FOR BASED AIRCRAFT

Minimum Insurance for Aircraft based or hangared in the State of Maryland shall be in accordance with COMAR, including COMAR § 11.03.04.07. The Airport Manager will ensure that the Standard Operating Procedures and the St. Mary's County Regional Airport Minimum Standards for Businesses Providing Aeronautical Services to the Public contain current insurance requirements for Airport Tenants.

U. SIGNS, SOLICITING, AND SPECIAL EVENTS

1. The display of signs, advertisements, circulars or other printed or written matter in a public area of the Airport shall be in accordance with state and local law. All signs shall be approved by the Airport Manager prior to being displayed on County property.
2. All signs or advertising media shall be kept in good repair and neat appearance.

3. Any person wishing to sponsor a Special Event shall obtain a Special Event Permit from the Airport Manager per the Standard Operating Procedures. The Airport Manager shall require such safeguards as it deems necessary to protect the Airport, the County, Aircraft using the Airport, and the general public.
 - a. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities, and appropriate FAA waivers, authorizations, or licenses.
 - b. The County is prohibited by the FAA from closing the Airport for any activity which is not an Aeronautical Activity.

SECTION III

WAIVERS, APPEALS, AND ENFORCEMENT

A. WAIVERS

1. A person or entity may apply to the Airport Manager for a waiver from the requirements of these Rules.
2. Application. A written request for waiver shall be submitted to the Airport Manager by the applicant that states the specific waiver(s) sought and sufficient justification supporting the request. The application shall contain such additional information as the Airport Manager may require.
3. Standards for Granting a Waiver. In making the decision, the Airport Manager may grant the waiver only in cases where the strict compliance with the terms of these Rules would result in unreasonable hardship and a waiver would not:
 - a. Violate the spirit and intent of these Rules;
 - b. Cause or be likely to cause substantial injury to the public health, safety and general welfare; or
 - c. Be injurious to other property or improvements in the neighborhood, or d. Grant an exclusive right.
4. Decision. If a request for waiver is sought, the Airport Manager shall decide the issue raised by the application within fifteen (15) working days of receipt of the written request. The decision shall be in writing and provide a brief statement of the applicable law, the standards for waiver, and facts which support the decision. A recommendation on a waiver application by the Airport Advisory Board is not a final administrative decision.

B. ENFORCEMENT

1. **ACTIONS TO REMEDY VIOLATIONS.** County staff should educate and counsel prior to citing for violation, unless the situation warrants immediate citation. Each member of the County's staff, as a representative of the County, is empowered to require compliance with the provisions of this chapter and all Rules and regulations issued by the County. In addition to temporary or permanent denial of the use of the Airport, the County may, when authorized by law, initiate an action for injunction, mandamus, abatement or any other appropriate judicial action to compel compliance with the provisions of these Rules or any rules or regulations adopted pursuant to these Rules, such as the Standard Operating Procedures or Minimum Standards.
2. It shall be the duty of the Airport Manager to enforce these Rules, the Standard Operating Procedures, or Minimum Standards and to bring to the attention of the Commissioners of St. Mary's County, County Attorney, or law enforcement agency, any violations or lack of compliance herewith. Persons, tenants, FBOs, aeronautical service providers, County agencies and departments may forward to the Airport

Manager inquiries, complaints, reports or information relative to possible or alleged violations of these Rules.

3. ACTIONS IN VIOLATION OF CODE. No person shall violate any provisions of these Rules, permit any such violation, or fail to comply with the requirements of these Rules.
4. PROSECUTION OF VIOLATIONS
 - a. A violation of these Rules, the Standard Operating Procedures, or Minimum Standards is a civil infraction and may be prosecuted in the same manner and to the same extent as provided for a municipal infraction under Title 6 of the Local Government Article of the Annotated Code of Maryland.
 - b. In the event a person or entity fails to comply with these Rules, the Standard Operating Procedures, or Minimum Standards, the Airport may send a written statement of violation to the person or entity at the most recent address, if any, on file with the Airport. The person or entity shall have ten (10) days within which to provide a written response statement to the Airport explaining in detail why the violation occurred and to advise the Airport that the violation has been corrected. In their sole discretion, the Airport Manager has the right to recommend, and the Director of the Department of Public Works and Transportation (“DPW&T”) has the right to revoke, the person or entity’s privileges at the Airport or suspend the operations for such a period of time as they deem necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered by the Airport and the County in renewing any permit, license, or Agreement held by the person or entity.
 - c. Repetitive violations of these Rules, the Standard Operating Procedures, or the Minimum Standards may result in revocation of use privileges, termination of Agreement, and/or denial of use of the Airport. Reinstatement shall be at the discretion of the Airport Manager and no sooner than one week from revocation of privileges.
 - d. Any person denied use of the Airport due to a violation of these Rules, the Standard Operating Procedures, or Minimum Standards may be restricted to use of the Airport for the purpose of enplaning and deplaning as a passenger aboard an aircraft using the Airport.
 - e. Where there exists a conflict between any regulation or limitation prescribed in these Rules, the Standard Operating Procedures, or Minimum Standards and any other regulations applicable to the same area, the more stringent limitations or requirements shall govern and prevail.

FINES

IN VIOLATION OF SECTION	CATEGORY	FINE
Section II - Operating Rules I - Ground Vehicular Traffic and Parking	Unauthorized driving on a Taxiway or Runway	\$100
Section II - Operating Rules I - Ground Vehicular Traffic and Parking	Unauthorized parking of a vehicle or trailer in a manner as to restrict access or create an unsafe environment	Tow at Owner’s expense
Section II - Operating Rules J - Aircraft Operations R - Permits and Leases	Performing unauthorized work on the airport/working without a Permit	\$100
Section II - Operating Rules I - Ground Vehicular Traffic and Parking	Operating a vehicle in a reckless manner	\$1,000

Section II - Operating Rules I - Ground Vehicular Traffic and Parking	Failure to report an accident	\$100
Section II - Operating Rules H – Personal Conduct I - Ground Vehicular Traffic and Parking O – Storage of Hazardous Material	Improper storage to include: Fuel, oil, materials, trailers, or vehicles	\$25
Section II - Operating Rules K – Pollution, Discharge, Refuse and Hazardous Materials	Failure to clean up a fuel or oil spill	\$50
Section II - Operating Rules K – Pollution, Discharge, Refuse and Hazardous Materials	Improper disposal of trash	\$25

C. APPEALS

1. Generally. An appeal of any final Airport Manager decision, disapproval of a properly filed application for a permit, issuance of a written notice of violation, or an alleged failure to properly enforce the Rules in regard to a specific application may be filed by any person aggrieved by any order, requirement, decision, or determination made in regard to the administration or the enforcement of these Rules as may be amended.
2. Appeals of Administrative Decisions. An appeal shall be made to the Director of DPW&T. An appeal must be filed in writing and state the basis for the appeal with clarity and detail. An appeal shall be timely if filed in writing within thirty (30) days of the date the notice of the final Airport Manager action was mailed to the applicant.
3. Interpretation of Federal Regulations. Any disagreement as to interpretation of FAR will be referred by the Airport Manager to the FAA for resolution.

SECTION IV. MISCELLANEOUS

- A. Severability. If any section, paragraph, clause, phrase or other provision of these Rules is held invalid by any Court of competent jurisdiction, or by any agency, department or commission, such decision shall not affect the validity of the remaining provisions hereof, and the application of those provisions to any person or circumstances shall not be affected thereby.
- B. Revisions. These Rules may be amended, modified, altered, deleted or supplemented from time to time.
- C. Effective Date. These Rules shall become effective immediately upon adoption by the Commissioners of St. Mary’s County, Maryland.

RULES APPENDIX A Fee Schedule

The Airport Manager shall collect and manage Fees. The following fee schedule is effective:

Transient Ramp Fees

All aircraft overnight fee:	\$10.00
-----------------------------	---------

Landing fees:

All piston engine aircraft:	overnight	No Fee
-----------------------------	-----------	--------

All small turbine aircraft <12,500 lbs*:	1-8 hours	\$20.00
	overnight	\$35.00

All large turbine aircraft ≥12,500 lbs*:	1-8 hours	\$40.00
	overnight	\$70.00

** certified gross weight*

Landing Fee Waivers are available under the following conditions:

- purchase of 100 gallons fuel for turbine aircraft
- special events (single day)

Based Aircraft Tie-Down Fees (per month)

Paved: \$75.00 each Paved with electrical: \$100.00 each
 Grass: \$50.00 each

County Hangar Temporary Maintenance Spot

\$100 per day and that the space made available will be equal to 'Exhibit A' in the tie-down lease agreement; 990 square feet

Other Fees

Mobile Independent Operator Permit (per aircraft):	\$25/month
Tie Down Late Fees:	\$25 per occurrence
Special Event Fees:	\$25/each
Automobile and Employee Parking Fees:	\$No Fee
Overnight Trailer Parking fee	\$50/month
Returned Check Fee:	\$25

St. Mary's County Regional Airport

Minimum Standards for Businesses Providing Aeronautical Services to the Public



Adopted by the Commissioners of St. Mary's County on June 16, 2020

CONTENTS

- SECTION I. GENERAL PROVISIONS 2
 - A. Purpose 2
 - B. Definitions and Abbreviations 3
 - C. Leasing Terms for County-Owned Land 3
 - D. Adjacent Property Aeronautical Businesses 4
 - E. Fees and Charges 4

- SECTION II. LEASES 4
 - A. Guidelines 4
 - B. Lease 4
 - C. Business Qualifications 5
 - D. Minimum Qualifications 6
 - E. Action on Application 13
 - F. Specific Requirements 14

- SECTION III. MOBILE INDEPENDENT OPERATOR PERMITS 16
 - A. General 16

- SECTION IV. INSURANCE 18

- SECTION V. TERMINATION 19

- SECTION VI. ASSIGNMENT PROHIBITED 19

- REFERENCES 19

- APPENDICES
 - A. Airport Development Review Procedures 20
 - B. Permit Applications and Approval 23
 - C. Hangar Access Agreement 25

SECTION I. GENERAL PROVISIONS

A. PURPOSE: The Rules and this Minimum Standards document comprise the St. Mary's County ordinance. These Minimum Standards address the business aspects of St. Mary's County Regional Airport ("Airport"). The Minimum Standards document will be enforced by St. Mary's County's Airport Manager.

The sponsor of a federally obligated Airport (in this case, St. Mary's County, "County") is required to make available opportunities to engage in Aeronautical Services by persons or business entities ("Business") that meet reasonable minimum standards established by the County. The minimum standards as outlined herein are intended to provide threshold entry requirements for those businesses wishing to provide Aeronautical Services to the public at the Airport, and to do so in such manner as to ensure the safety of its users and promote fair competition for those who choose to operate Aeronautical Services on the premises. These minimum standards are intended to be reasonable, non-arbitrary and non-discriminatory; and, therefore, apply equally to everyone providing Aeronautical Services to the public on the Airport.

A fair and reasonable opportunity, without discrimination, shall be afforded to all applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Services, subject to the Minimum Standards as established by the County. A Business shall have the right and privilege of engaging in and conducting the activities selected and specified by the written contract contingent upon meeting the established Minimum Standards, the execution of a written Lease or Permit with the County, the payment of the prescribed rentals, fees, and charges, and compliance with all federal, state, county, and Airport laws, rules, codes, and regulations. The County is precluded by its Federal Grant Assurances (Reference 1) from granting an exclusive right or practicing economic discrimination. The granting of such right and privilege, however, shall not be construed as affording the Business any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to the Business, and then only to the extent provided in a written agreement. Further, the County may choose to reapportion space or encourage new construction to foster competition and economic development.

Because of these variables, the applicable Minimum Standards to combinations of service will be discussed with the prospective business at the time of application. The County 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. The County reserves the further right to designate the specific Airport areas in which Aeronautical Services may be conducted. Such designation shall give consideration as to the nature and extent of the operation and the lands available for such proposed uses, consistent with the orderly and safe operation of the Airport.

Per the Airport Rules, the County reserves the right to change these Minimum Standards at their discretion or upon changes in Federal Aviation Administration ("FAA") guidance in order to foster growth and competition. The County understands that while stability in the Minimum Standards is desired, judicious changes may be necessary to achieve the County's objectives. All entities affected by such changes will have an opportunity to comment on proposed changes and will be apprised of dates of implementation of such changes.

B. DEFINITIONS AND ABBREVIATIONS

The definitions and abbreviations in the Airport Rules are incorporated herein.

C. LEASING TERMS FOR COUNTY-OWNED LAND AT THE AIRPORT

The following will be used by the County in developing terms and conditions for the lease of land to Businesses to provide Aeronautical Services to the public at the St. Mary's County Regional Airport:

1. Businesses, with the prior written consent of the County, may construct additional buildings, fueling facilities, or other facilities on the Airport.
2. All plans and specifications for new construction or alteration of existing construction shall be subject to approval in writing by the County, prior to construction as to architectural conformity; location of building lines; proper hangar clearance; compatibility with the adopted Airport Master Plan; compatibility with any obligations of the County imposed on it by federal, state, or local building and fire codes; Environmental Laws or Regulations; and compliance with any requirements or specifications necessary to assure conformity with FAA Airport design standards and Maryland Annotated Code.
3. Businesses that are building of facilities shall obtain the construction related permits needed for proposed development including preparing and coordinating the filing of FAA Form 7460-1, Notice of Proposed Construction or Alteration.
4. Upon completion of construction, the following shall be turned over to the Airport Manager:
 - a. As-built plans of stormwater management systems as per the Department of Public Works and Transportation permit.
 - b. Building Permit drawings.
 - c. As-built water and sewer drawings as per St. Mary's County Metropolitan Commission ("MetCom") requirements.
5. All plans and specifications for construction of utilities, including electrical, telephone, base lines or regulators shall require prior written approval of the County, including those constructed by the utility companies.
6. All construction shall be permanent and shall be compatible with the design, materials, and landscaping of the basic structures of the Airport.
7. Businesses, with approval in writing by the County, may retain title and ownership to such buildings and facilities constructed at the businesses' expense for an initial period of time not to exceed 40 years, subject to adjustments of the rental payments to the County each five (5) years, based on changes in the cost of living index. The County will request that FAA review of the lease period for acquired land donated to the County subject to FAA real estate guidance.
8. Buildings and facilities may not be removed from the Airport without the prior written consent of the County and shall become the property of the County after the lease term expires.
9. Land area leases not associated with buildings and facilities shall be for a period of time approved in writing by the County, but not to exceed five (5) years, with renewal options at the request of the business and with the prior written consent of the County.

D. ADJACENT PROPERTY AERONAUTICAL ACCESS

As a general principle, the FAA discourages an airport sponsor (in this case, "County") from entering into any agreement that grants "through-the-fence" access to the public landing area by aircraft stored and serviced off-site on adjacent property. The obligation to make an Airport available for the use and benefit of the public does not impose any requirement for the County to permit access by aircraft from adjacent property. Exceptions may be granted on a case-by-case basis where operating restrictions ensure safety and equitable compensation for use of the Airport and subordinate the agreement to the grant assurances and grant agreement. The County will fully investigate current FAA policy regarding "through-the-fence" operations before entering into any new "through-the-fence" agreement. Additionally, as determined by the Director of the Department of Public Works and Transportation, if a bona fide Airport tenant has already leased a site from the County and has negotiated airfield use privileges but also desires to move aircraft to and from a hangar or facility on adjacent off-Airport property, the County may grant the tenant access through an area approved by the County.

E. FEES AND CHARGES

The Fee Schedule shall be developed by the County and published in the Airport Rules document. See Airport Rules Section II – S.

SECTION II. LEASES

A. GUIDELINES

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide Aeronautical Services to the public. Any Business desiring to provide Aeronautical Services to the public, as defined herein, shall be given equal opportunity to compete without discrimination for the use of available Airport facilities. These Minimum Standards were developed to take into consideration the aviation role of the Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote fair competition at St. Mary's County Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages sub-standard businesses, thereby protecting both the established Aeronautical Service providers and Airport patrons.

B. LEASES

References to Businesses providing Aeronautical Services at the Airport include any Business that provides Aeronautical Services to any person at the Airport, including any aircraft operator including transients.

1. Subject to applicable orders, certificates or permits of the FAA, Grant Agreements with the FAA, and the laws of the State of Maryland, no Business shall use the Airport or any portion thereof or any of its improvements or facilities as a base of operations for aeronautical service who has not first obtained the consent and required approval in the form of a Lease and/or Permits which specifically authorize that aeronautical service for such use from the County, and

entered into such written leases and sub-leases and other agreements as may be required by the County.

2. The St. Mary's County Regional Airport, as a recipient of federal funds via the FAA, is obligated to comply with its FAA Grant Assurances. The FAA considers that the existence of an exclusive right to conduct any Aeronautical Service limits the usefulness of an Airport and deprives the using public of the benefits of competitive enterprise. The FAA considers that it is inappropriate to apply federal funds to the improvement of any Airport where full realization of the benefit would be restricted by the exercise of an exclusive right to engage in aeronautical service. Should the County discover that any Lease, Agreement, and/or Permit is contrary to its obligations under the Grant Assurances, the County may require renegotiation of the offending document. As a general practice to the benefit of its customers, and to abide by its FAA Grant Assurances, the County will encourage competition.

3. Lease terms should be a sufficient period of years that is reasonably necessary to amortize a business' investment.

C. BUSINESS QUALIFICATIONS FOR AERONAUTICAL SERVICE TENANTS

Business qualification requirements are broken down into two characteristics: those wishing to build or modify an existing facility at the Airport, and those wishing to occupy an existing structure. All Business applicants shall submit the below-listed information/documents to the County. Additionally, any Business desiring to build or modify facilities at the airport to provide Aeronautical Services to the public shall submit all necessary information and materials as stated in the Airport Development Review Procedures (Appendix A).

1. The name, address, telephone and electronic mail address of the applicant;
2. A detailed description of the proposed Aeronautical Service;
3. The proposed date for the commencement of the activity and the term for conducting the same;
4. A current financial statement prepared or certified by an independent certified public accountant and certified by the applicant. The County shall consider the financial statements in evaluating the applicant's financial ability to provide responsible, safe, and adequate service to the public and shall be the sole judge of what constitutes adequate financial responsiveness.
5. A written listing of the assets owned, leased and/or being purchased which will be used in the applicant's operation or business at the Airport;
6. In lieu of item 4 above, a current credit report for each party owning or having a financial interest in the business and a credit report on the business itself of an appropriate period to demonstrate creditworthiness for the project proposed;
7. A description of previous experience in Airport services, a listing of key personnel to be assigned to the Airport, and a description of the duties, responsibilities, and prior experience of such personnel;
8. A written and signed authorization permitting the FAA, all aviation or aeronautic commissions, administrators, or departments of all states in which the applicant or its key personnel have engaged in an aviation Business and all Airports at which the applicant or its key personnel have engaged in business, to supply the County with all information in their files relating to the applicant, his operation or the applicant's key personnel. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies or by the County;

9. Preliminary plans, specifications, and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought.
10. Names and financial statements of proposed guarantors of any proposed lease;
11. Proof of ability to obtain liability insurance coverage as required for the Business operation; and
12. A financial pro-forma operating statement for the first three years of operation of the proposed Business.

D. MINIMUM QUALIFICATIONS BY SERVICE OFFERING

The County recognizes that the minimum standards for a Business depends upon the service to be offered. This section recognizes those differences and sets a minimum standard for that offering. Combined offering may allow economies of scale and may not necessarily be the sum of the minimum requirements. Businesses desiring to offer multiple services may negotiate with the County to determine a suitable combined standard.

Prospective Businesses shall select one or more Aeronautical Services covered by these Minimum Standards. When more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Business desiring to offer an aeronautical service shall ensure their lease (or sub lease as appropriate) specifically authorizes the service desired and the service desired is permitted per the Certificate of Occupancy.

1. FIXED BASE OPERATORS ("FBO")

The County considers an FBO to be a Business that, as a minimum, acts as a gateway to and from the County who provides line services to transient and based aircraft, provides flight planning and crew lounge facilities, and facilitates the embarking and debarking of passengers. An FBO shall provide aircraft parking, minor repairs, tire/strut inflation, and common fluid servicing. All equipment necessary to provide these services shall be made available by the FBO.

An FBO has met the qualifications and requirements of these Minimum Standards and the Airport Rules, has paid all required fees, has received formal approval from the County and has entered into a lease, sub-lease, or agreement with the County establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the County to provide the desired Aeronautical Services to the public. The books and records of the FBO will be maintained for a period of five (5) years and shall be available for inspection by the County during normal business hours. When appropriate, the County will accept requests to combine space from individual FBOs who provide more than one Aeronautical Service to the public. The County may negotiate additional duties for the FBO in return for the privilege of serving as an FBO at the Airport. In addition to the minimums stated above, an FBO may conduct one or more services to the public at the Airport, including but not limited to the following:

- a. Aircraft sales;
- b. On-demand Air Taxi operations prescribed under Federal Aviation Regulations ("FAR") Part 135;
- c. Aircraft rental;
- d. Flight instruction and ground school;

- e. Maintenance services, parts, and accessories sales, which shall include services in one or more of the following:
 - i. Airframe overhaul and repair;
 - ii. Engine overhaul and repair;
 - iii. Radio and electrical repair shop;
 - iv. Instrument shop.
 - v. Aircraft interior work; and
 - vi. Refinishing and painting.
- f. Aircraft fueling and line services; and
- g. Aircraft storage, inside and/or outside.

The application for an FBO lease shall specify all services from the above list, as well as any other service the FBO intends to offer as a condition of its lease, which the applicant desires to offer at the Airport. No Business shall use the Airport as an FBO until such Business has executed a lease, agreement approved and executed by the County.

Physical Facilities. The minimum space requirement is one (1) building, attached buildings, or separate buildings on permanent foundations, adequate for the purpose proposed. Mobile office facilities may not be used on leased property, except by permission of the County, providing facility is in compliance with all rules, regulations, and ordinances of the FAA and County. Mobile facilities are considered temporary in nature and may not be used to circumvent permanent facility requirements.

An FBO shall:

- a. Provide or contract/coordinate the necessary equipment and personnel to promptly move a disabled aircraft from the runway or taxiway (as soon as permitted by FAA, National Transportation Safety Board, and Maryland State Police authorities).
- b. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered.
- c. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.
- d. For work performed in a client's hangar, provide an executed Hangar Access Agreement. (Appendix C).

2. Aircraft Sales. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft sales shall:

- a. Construct a building, lease all or a portion of a building, or have an agreement which provides suitable facilities for parking or storage of aircraft for sale.

3. On-demand Air Taxi or Charter Service. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business conducting on-demand air taxi operations prescribed under FAR Part 135 shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to suitable facilities for office space, flight planning, customer lounge area, passenger waiting area, cargo storage area, aircraft parking, and auto parking for customers and employees;

- b. Lease or have agreement for access to sufficient apron area to stage flights and provide for the storage, parking or tie-down of as many aircraft as such operator reasonably expects to have on hand in such FAR Part 135 Business at any one time;
- c. Upon request by the County Airport Manager for inspection, provide evidence of FAR Part 135 Certificate and have adequate employees, aircraft, and facilities to meet the requirements of that Part 135 Certificate.

4. Aircraft Rental. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft rental services shall:

- a. Construct a building, lease all or a portion of a building, or have an agreement to have access to suitable facilities for aircraft parking, auto parking for customers / employees;
- b. Have or have access to a minimum of one aircraft owned or leased by the FBO or Business adequate to the service offered;
- c. Have an appropriately qualified FAA certified flight instructor for conducting check out flights with customers;
- e. Have adequate facilities or arrangements for storing, parking, servicing and maintaining its aircraft; and
- d. Maintain aircraft in accordance with applicable FAA regulations and maintain and provide current documentary evidence of individual aircraft airworthiness to clients.

5. Flight Instruction and/or Ground School. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing flight instruction and/or ground school services shall:

- a. Construct a building, lease all or a portion of a building, or have an agreement to have access to suitable facilities for training and instruction;
- b. Have on-staff Instructors appropriate to the service offered and with appropriate FAA Certification and Medical Certificates/authorizations (where applicable);
- c. See Aircraft Rental section if training aircraft are provided as part of instruction. Not applicable if client(s) provides aircraft;
- d. Maintain Insurance per Section IV below;
- e. Maintain and provide if requested a list of names and addresses of the pilots receiving flight instruction; and
- f. Provide an executed Hangar Access Agreement (if applicable). (Appendix C).

6. Avionics Installation, Service, and Repair. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking, and facilities for customers / employees;
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct Business for the maintenance service being offered;
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered;
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants, and other wastes in compliance with Federal, State and local regulations;
- e. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;

- f. Provide proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and
- f. For work performed in a client’s hangar, provide an executed Hangar Access Agreement. (Appendix C).

7. Aircraft Manufacturing or Modification. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees;
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the maintenance service being offered;
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered;
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations;
- e. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;
- f. Provide proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and
- g. For work performed in a client’s hangar, provide an executed Hangar Access Agreement. (Appendix C).

8. Aircraft Upholstery shop and Interior Restoration. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

- a. Construct a building, lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking, and facilities for customers / employees;
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the maintenance service being offered;
- c. Have employees with the appropriate FAA certification or FAA Authorization(s) to perform the services offered;
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State, and local regulations;
- e. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;
- f. Provide proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and
- g. For work performed in a client’s hangar, provide an executed Hangar Access Agreement. (Appendix C).

9. Aircraft Maintenance and Sale of Parts. In accordance with the Airport Rules, no maintenance of any nature is permitted without a Lease or Permit with the exception that aircraft operators are allowed to perform self-maintenance on their own or leased aircraft. Storage hangars may only be used in accordance with their lease or sublease. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO, or Business providing aircraft maintenance services and sale of parts and accessories shall:

- a. Construct a building, lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees;
- b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the maintenance service being offered;
- c. Have employees with the appropriate FAA certification or FAA authorization(s) to perform the services offered;
- d. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations;
- e. If the Business includes aircraft refinishing and painting, it shall:
 1. Comply with and abide by all standards, rules, regulations and requirements of the Federal Aviation Administration, Maryland Department of the Environment, Environmental Protection Agency, Occupational Safety and Health Administration, and other local, State or Federal governmental agencies having jurisdiction over aircraft painting and stripping operations;
 2. Comply with all the current standards of the National Fire Protection Association on "Paint Spraying and Spray Booths" with regard to the arrangement, construction, and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray painting operations;
 3. Prohibit any stripping, painting, varnishing, doping, materials, agents, or other contaminants from flowing into rivers, lakes, streams, the Chesapeake Bay, etc., or be placed in any sewer system unless the pre-treated and pre-treating processes have been approved in advance and in writing by the County;
 4. Perform all aircraft stripping operations inside a hangar or building. Outside stripping must be approved in advance and in writing by the County; and
 5. Properly treat and dispose of all hazardous material in compliance with the governing agencies;
- f. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;
- g. Provide proof of general liability insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and
- h. For work performed in a client's hangar, provide an executed Hangar Access Agreement. (Appendix C).

10. Aircraft Fueling Services. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft fueling and line services shall:

- a. Lease the space needed to accommodate the aircraft fueling and the flow of traffic in and out of the aircraft fuel servicing areas;

- b. Have hours of operation not less than eight (8) hours per day, seven (7) days per week as agreed with the County. Any deviation from this schedule must be approved in advance and in writing by the County;
- c. Provide and maintain all necessary pumps, tanks, and mobile gas trucks, fueling island and areas, ramps, and other fueling facilities that may be necessary, provided that the FBO or Business shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which have not been previously approved by the County;
- d. Not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no direct fueling from a common carrier transport truck into mobile re-fueler without filtration. In all fueling operations, the FBO or Business shall comply with State and local fire codes and the current edition of National Fire Protection Association (“NFPA”) 407;
- e. Maintain and operate fuel servicing vehicles in accordance with all applicable federal, state and local rules and regulations covering fuel dispensing on Airports;
- f. Keep an adequate supply of properly located and rated fire extinguishers and/or other equipment required by the NFPA 407 on fuel serving vehicles, aircraft parking ramps, and fuel farm;
- g. Maintain a current, complete and accurate record of all fuel, oil and other products sold; and shall, at the request of the County, make available all invoices and records of purchases and sales by the operator of fuels, oils and products sold for at least two years after the receipt or sale of such products. Failure of an FBO or Business to keep an accurate record of all purchases and sales shall be reason to revoke the FBO or Business’s license and authority to do business on the Airport. Pay such charges or taxes as may from time to time be imposed by St. Mary’s County on the volume of aircraft fuel pumped, and/or other products sold by the FBO or Business;
- h. Maintain sufficient trained attendants on duty to service aircraft without unreasonable delay during the hours of operation;
- i. Maintain an adequate supply of the fuels, oils and fluids normally called for at this Airport. A mobile fuel truck may only operate in the FBO or Business’s leased area and such other areas as may be designated from time to time by the County;
- j. Provide proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;
- k. Provide proof of general liability insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below;
- l. In accordance with the Airport Rules, nothing contained herein shall prevent any person operating an aircraft on the Airport from performing any services they may wish to perform on their own aircraft (including, but not limited to maintenance, repair and fueling). See Standard Operating Procedures document for Self-Fueling procedures.

11. Aircraft Storage. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing aircraft storage, inside and/or outside shall:

- a. For purposes of inside storage: Build, lease, or acquire via a suitable agreement hangars, apron, and taxi-lanes designed to store as many aircraft as the FBO or Business reasonably expects to accommodate. For new construction the Business shall construct the building, ramps, and accessories in locations stipulated in the approved Airport Layout Plan at the Business’ sole cost and expense, according to plans and specifications previously submitted and approved and according to all applicable laws

and regulations. If no office is maintained on the Airport, the Business shall post in conspicuous places on the hangar the name, address and telephone number of a point of contact;

b. For purposes of outside storage: Provide or lease from the County an area of Airport land enough in size for the construction of an aircraft parking apron with tie-downs and other accessories designed to store as many aircraft as the FBO or Business reasonably expects to accommodate. For new construction the Business shall construct the apron and accessories in locations stipulated in the approved Airport Layout Plan at the Business' sole cost and expense, according to plans and specifications previously submitted and approved and according to all applicable laws and regulations. If no office is maintained on the Airport, the Business shall post in conspicuous places the name, address and telephone number of a point of contact;

c. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

12. Flying Clubs. The FAA requires that Flying Clubs be nonprofit or not-for-profit entities whose beneficial use of aircraft is limited to their members. Flying Clubs desiring to base aircraft at the airport shall provide proof of their nonprofit/not-for-profit status to the Airport Manager. Flying Clubs shall be aware that continued authorization to operate from the Airport is conditioned upon the Flying Club maintaining its nonprofit/not-for-profit status and abiding by FAA regulation and policy with regards to specific prohibitions and Club's use of Flight Instructors and Mechanics. Club members who have appropriate FAA maintenance certifications may perform maintenance on club aircraft in accordance with FAA Flying Club policies on compensation. Per the FAA Policy of 15 March 2016 (Reference 2), only club members may receive flight instruction, in club aircraft and the Flight Instructor must either be a club member, or a lessee/permittee based at the airport authorized by the County to provide Flight Instruction per the Minimum Standards. Flying Clubs are specifically prohibited by FAA policy from advertising flight instruction and flying clubs shall not perform aeronautical services for others. Flying Clubs shall provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

13. Impactful Aeronautical Activities. Aeronautical activities that impact the normal flow and rhythm of the airport, or might require infrastructure that impacts other airport users such as, but not limited to, Banner Towing, Fire Fighting, Crop Dusting, on-airport Research and Development Testing, etc., shall obtain a Permit from the Airport Manager prior to commencing operations.

14. Aircraft Wash and Detailing. Except as otherwise provided in any agreement between the FBO or Business and the County, an FBO or Business providing this service shall:

a. Construct a building, or lease all or a portion of a building, or have an agreement to have access to access adequate facilities for office and shop space, aircraft parking, auto parking and facilities for customers / employees,

b. Be equipped with such tools, machinery, equipment, parts, and supplies as are normally necessary to conduct business for the service being offered,

c. Provide for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and local regulations.

d. Provide proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below.

e. For work performed in a client's hangar, provide an executed Hangar Access Agreement. (Appendix C).

15. Specialized Aviation Service Operators (SASOs) are other Aeronautical Service providers not detailed above. The minimum standards will be determined based upon a detailed application submitted by the applicant. Potential applicants for Leases or Permits to perform these services shall contact the Airport Manager prior to submitting an application.

16. Unmanned Aircraft Systems (UAS). The County's Minimum Standards for providing Aeronautical Services are not predicated upon aircraft type, be it airplane, rotorcraft, or UAS. In accordance with its Grant Assurances, the County will endeavor to uniformly apply the Minimum Standards to all potential Aeronautical Service providers including those with UAS services. However, the County also recognizes that UAS operations or services might allow a reasonable relaxation of a minimum standard, therefore UAS service providers may request a deviation from the minimum standards, where warranted, from the Airport Manager. Recognizing that certain UAS flight activity can be a hazard to airport flight operations, safety shall be a primary consideration in all UAS flight activity. Manned aircraft have right of way at all times unless the UAS Operator has a specific FAA authorization to the contrary in which case the Airport Manager shall be provided a copy of that authorization.

17. A Business may provide Aeronautical Services of Sections II(D)(5)–(9), and (14) without meeting the facility requirements provided the Business has obtained a Permit from the County to perform such services in accordance with the Airport Rules, Standard Operating Procedures, and the Minimum Standards, specifically compliance with Section III of this document.

E. ACTION ON APPLICATION FOR LEASE

After a written application has been completed with material submitted in accordance with Section C (Business Qualifications for Aeronautical Service Tenants) above and reviewed and deemed complete by the County, the County may deny any application if:

1. The applicant for any reason does not meet the qualifications, standards, and requirements established by these Minimum Standards;
2. The applicant's proposed operations or construction will create a safety hazard on the Airport;
3. The granting of the application will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application;
4. The operation will result in a financial loss to the County;
5. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant;
6. There is no available Airport land available which is suitable for construction of buildings and facilities required to accommodate the entire activity of the applicant;
7. The proposed operation, Airport development or construction does not comply with the approved Airport Layout Drawing;
8. The development or use of the area requested by the applicant will result in congestion of aircraft or buildings or unduly interfering with the operations of any present Business on the

- Airport, including such as problems in connection with aircraft traffic or service or preventing free access and egress to an existing Business area;
9. The applicant has either intentionally or unintentionally misrepresented or omitted significant pertinent information in its application or in supporting documents or has failed to make full disclosure in its application;
 10. The applicant has a record of violating the Rules, the rules and regulations of any other Airport, or Federal Aviation Regulations
 11. The applicant has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other Airport;
 12. The applicant does not, in the opinion of the County, exhibit adequate financial responsibility and capacity to undertake and maintain the Business to which the application relates or to promptly pay amounts due under the proposed operation;
 13. The applicant cannot provide a performance bond or other acceptable surety to the County in the amount required by the County for the Business lease and does not have the finances necessary to conduct the proposed operation for a minimum period of six (6) months;
 14. The applicant has been convicted of any felony or misdemeanor involving moral turpitude or any County ordinance, rule, or regulation that adversely reflects on its ability to operate the Business operation for which the application is made;
 15. It can be demonstrated that it would be unreasonably costly, burdensome, or impractical for more than one entity to provide the service. The County must have adequate justification and documentation of the facts supporting its decision acceptable to the FAA; or
 16. If an incumbent Business is providing similar on-Airport Aeronautical Services, the County may exclude that Business from responding to a request for proposals based on the County's desire to increase competition in Airport services.

F. SPECIFIC REQUIREMENTS

1. Commencement of Activities: Each Business shall, upon authorization and as the construction of any required physical facilities permit, immediately commence and conduct all Business activities and services which are authorized.
2. Leased Premises:
 - a. These facilities shall be kept in a neat, clean, and orderly condition and properly painted and finished, normal wear and tear excepted. Only one (1) office shall be required for each Business. No Business or its employees, agents, officers, or other persons connected with the Business shall use the office area or other facilities of any other business without the written consent of said Business and the County;
 - b. FBO or Business should adhere to the FAA Advisory Circulars regarding Aircraft Ground Handling and Servicing and Operational Safety on Airports during Construction; and
 - c. Each Business shall be responsible for the removal of snow and ice from its leased area or areas in which it is authorized to operate and shall keep such areas free and clear of all weeds, rocks, debris, and other materials which are unsightly or could cause damage to aircraft, buildings, persons, or automobiles.
3. Parking and Access: For new construction, the Business shall provide a paved walkway within the leased area to accommodate pedestrian access to the Business's office. The Business shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the FBO or Business's building to the taxiway.

4. Required Certifications: The Business and all personnel and employees shall be competent and shall hold all current and valid certificates, permits, licenses, or other authorizations required by the FAA. If, as a result of any action, order, or ruling of the FAA, any of the Business's aircraft are grounded or certificate is suspended or revoked and this reduces the Business's operation to less than the minimum standard for the activity being provided for a period of ninety (90) days or more, the Business's license and authority to operate at the Airport may be revoked.

5. Each lease at the Airport shall contain the following provisions regarding subordination, emergency leasing to the U.S., and nondiscrimination. The language for these provisions is as follows:

a. Lease Subordinate to Agreement between Lessor and the United States: This lease shall be subordinate to the provisions of any existing agreement between the County and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

b. Emergency Lease to United States.

1. During the time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

2. All facilities of the Airport developed with Federal financial assistance and all facilities usable for landing and takeoff of aircraft will be available to the United States for use by Government aircraft in common with other aircraft at all times without charge; except if the use by Government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.

c. The Lessee for itself, its Personal representative, successors in interest, and assignees hereby agrees that:

1. No Person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

d. That the Business shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.

SECTION III. PERMIT PROVISIONS FOR MOBILE INDEPENDENT OPERATORS

A. GENERAL

1. Permits may be granted by the County to any Business who satisfies the conditions for the Aeronautical Services listed below:

a. Flight Instruction: Any Business providing flight instruction shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

- (1) Proof of proper and current instructor's certificate approved by the FAA with appropriate ratings to cover the types of instruction being offered and applicable medical certificates/authorization for the type of instruction provided;
- (2) Maintain Insurance per Section IV below;
- (3) Maintain and provide if requested a list of names and addresses of the pilots receiving flight instruction; and
- (4) An executed Hangar Access Agreement (if applicable). (Appendix C).

b. Avionics Installation and Service: Any Business providing Avionics Installation and Service shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

- (1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;
- (2) Proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and
- (3) For work performed in a client's hangar, an executed Hangar Access Agreement. (Appendix C).

c. Manufacturing and Modification: Any Business providing Manufacturing and Modification Service shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

- (1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;
- (2) Proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and
- (3) For work performed in a client's hangar, an executed Hangar Access Agreement. (Appendix C).

d. Upholstery and Interior: Any Business providing Upholstery and Interior Service shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

- (1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;

(2) Proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and

(3) For work performed in a client’s hangar, an executed Hangar Access Agreement. (Appendix C).

e. Maintenance and Sale of Parts: Any Business providing Maintenance and Sale of Parts shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of proper and current FAA certifications and/or authorizations with appropriate ratings to cover the types of repairs or inspection work being offered;

(2) Proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and

(3) For work performed in a client’s hangar, an executed Hangar Access Agreement. (Appendix C).

f. Wash and Detailing: Any Business providing Wash and Detailing shall provide the County with the following to its satisfaction as a condition to the issuance of a Permit (Appendix B):

(1) Proof of General Liability Insurance. This insurance must be written on an “occurrence” basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of insurance in accordance with Section IV below; and

(2) For work performed in a client’s hangar, an executed Hangar Access Agreement. (Appendix C).

2. Mobile Independent Operator Permits will be issued as requested for the fee as specified in the Rules. Each Permit (Appendix B) shall be granted for designated times and dates and based on the contemplated activity, impact on the safety of Airport operations, past experience with the provider, current circumstances, and the civil aviation needs of the public. When a Mobile Independent Operator desires to obtain a Permit from the County to conduct business, the Business must contact the Airport Manager and make the request known. The Airport Manager shall assist the applicant and process a Permit in accordance with these Minimum Standards.

3. Applicants shall present evidence that they are in good standing with the Maryland Department of Assessment and Taxation (if applicable).

4. No Permit for the exclusive right to provide an Aeronautical Service, operation or activity on the Airport shall be granted or approved.

SECTION IV. INSURANCE

1. Each Business providing Aeronautical Services shall maintain the types and amounts of insurance described in this Section.
2. Each Business shall, at the request of the County, deliver copies of all certificates of insurance for required insurance, any policy amendments and policy renewals, and any additional information related to Required Insurance. Each policy shall require the insurer to provide the County 45 days prior written notice of termination or cancellation.
3. Each Business shall submit to the appropriate insurer timely notices and claims of all losses insured under any Required Insurance policy, pursue such claims diligently, and comply with all terms and conditions of Required Insurance policies. Each Business shall promptly give the County copies of all notices and claims of loss and any documentation or correspondence related to such losses. Each Business shall make all policies for Required Insurance, policy amendments and other related insurance documents available for inspection and photo copying by the County on reasonable notice.
4. In addition to any other insurance a Business may be required to maintain such as Worker's Compensation, Employer's Liability, etc., the Business shall maintain the below insurances (as applicable) and coverages as a condition of being granted a Permit or Lease.

a. General Liability Insurance. All Permit and Lease holders shall maintain this insurance. The insurance shall be written on an "occurrence" basis, responding to claims arising out of any occurrences which may take place during the policy period. The general liability form shall provide limits of at least the following:

- \$1,000,000 each occurrence for bodily injury & property damage;
- \$1,000,000 each incident for personal injury;
- \$1,000,000 general aggregate; and
- \$1,000,000 Products and Completed Operations Insurance aggregate (Not required for flight training)

The contractual liability insurance coverage shall include protection for the Business from claims arising out of the liability assumed under the indemnification provision of these Rules.

b. Automobile Liability Insurance. Required for Businesses that have automobiles on the airport operations area. This insurance shall provide automobile liability, to a combined single limit of at least \$1,000,000.

c. Aircraft Liability Insurance. Required for Businesses that provide aircraft to, or carry, client(s). This insurance shall provide aircraft liability, to a combined single limit of at least \$1,000,000 limited to \$100,000 each passenger, per occurrence.

d. Hangar-keepers Liability Insurance. Those Businesses placing client's aircraft within the Business's hangar shall maintain Hangar-keepers insurance with a minimum of at least \$1,000,000 each occurrence.

e. The County is to be named as an additional insured on any insurance which might be required in subparagraphs a-d above. The contractual liability coverage shall include protection for the Business from claims arising out of the liability assumed under the indemnification provisions of these Rules. If permit holder is to be operating in facilities located in demised areas of Tenants, additional insurance requirements are listed in the Hangar Access Agreement (Appendix C).

SECTION V. TERMINATION.

The County shall have the right, at its discretion, to terminate any lease, permit or other agreement authorizing a Business to conduct any service or business on the Airport as cited below. The Business shall have a right to due process per their lease agreement or permit.

1. For Cause. Upon the commission by the Business of the following:
 - a. The filing of a petition, voluntarily or involuntarily, for adjudication of bankruptcy;
 - b. Any general assignment for the benefit of creditors without the approval of the County;
 - c. The abandonment or discontinuance of any licensed operation at the Airport or the failure to conduct such operation on a full-time basis without prior approval of the County;
 - d. The failure to promptly pay, when due, all rents, fees and other charges to the County;
 - e. The failure to remedy any default or breach or violation by the Business or its employees in keeping, observing, performing and complying with the Rules and the terms and conditions in any lease or agreement entered pursuant hereto; and
 - f. False information or misrepresented any material fact in the application, supporting documents, or in statements to or before the County pertaining to the application, or failure to make full disclosure in the application, the supporting documents, or in statements to or before the County.
2. Without Cause. In the event St. Mary's County determines to close the Airport in its entirety or close the Airport to all traffic it is not legally bound to serve.
3. In the event of termination, the Business shall forthwith peaceably vacate the Airport and surrender possession of the premises and cease all Business operations on the premises and cease all Business operations on the Airport.
4. In addition to all other rights and remedies provided in these Minimum Standards, the County shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these Minimum Standards, to obtain compliance therewith, and to impose the penalties herein provided.

SECTION VI. ASSIGNMENT PROHIBITED

No right, privilege, permit, or license to do business on the Airport shall be assigned, sublet, sold, or otherwise transferred or conveyed in whole or in part without prior written consent of the County.

REFERENCES

1. FAA Grant Assurances
https://www.faa.gov/airports/aip/grant_assurances/media/airport-sponsor-assurances-aip.pdf
2. FAA Policy on Flying Clubs dated 15 March 2016
https://www.faa.gov/airports/eastern/nyado_bulletin/media/17-005-faa-policy-on-the-operation-of%20flying-clubs-at-federally-obligated-airports.pdf

Appendix A

AIRPORT DEVELOPMENT REVIEW PROCEDURES

PURPOSE

Establish written procedures for the evaluation and review of development and building construction proposals at the St. Mary's County Regional Airport.

PROCESS

1. Proposed private sector buildings or new development activities at the Airport shall be presented to the Airport Manager. The presentation shall contain the following:

a. Written description of proposed activity:

1. Service(s) to be provided;
2. Estimated income and benefits to the County and Airport community;
3. Draft lease and/or amendment terms outlined; and
4. Business plan and listing of partners (to include identification of connection to other airport businesses, if applicable).

b. Concept Plan

1. Conformance with approved Airport Layout and Airport Master Plans;
2. Consistency with Airport Rules and Minimum Standards;
3. Impact of Noise Contours and Site Development Standards cited in Sections 43.2 and 43.4 of the Comprehensive Zoning Ordinance;
4. Proposed location of facility, land use compatibility, and impact(s) of Airport Environs;
5. Rough sketch and dimensions (square feet) of Demised Area(s) requested; and
6. All facilities and auxiliary structures to be constructed (i.e., taxiways, aprons, etc.).

c. Business Background Report

1. For new businesses, a report shall be provided for review by the County's Legal Department and Department of Economic & Community Services; and
2. The report shall include, but not be limited to, a Dunn & Bradstreet report request, personal financial background information, risk of credit worthiness, Federal Tax ID Number for the Business, and all applicable items specified within the Airport Rules and Minimum Standards.

2. Concept Plan Review

a. After presentation, the Airport Manager, the Department of Economic Development, and the Department of Public Works & Transportation representatives shall review the proposal.

b. Findings and evaluation shall be presented at the following Airport Advisory Board meeting approximately 60 days after initial presentation. The Airport Advisory Board shall review the staff report and offer recommendations to proceed, not to proceed, or to proceed with conditions.

3. Final Plans

- a. Upon concept endorsement by the Airport Advisory Board and concurrence from the Federal Aviation Administration (“FAA”) and Maryland Aviation Administration (“MAA”), final engineering plans shall be prepared. Plans shall be professionally certified by an engineer/surveyor licensed in the State of Maryland.
- b. The final plan shall be submitted through the County’s Technical Evaluation Committee (“TEC”) via the Department of Land Use & Growth Management (“LUGM”) and the Airport Manager simultaneously. All comments from the respective agencies shall be adequately addressed prior to plan approval. The plan will also include the Airport Easements, Restrictions and Covenant notes cited in Section 43.5 of the Comprehensive Zoning Ordinance.
- c. Lease agreements shall also be submitted for review and approval at the same time as the Final Plan submittal. Lease agreements and/or amendments shall be reviewed by the County Attorney for legal sufficiency and by the FAA to ensure that Grant Assurances have been met. A sketch and description of the demised area shall also be included in the agreement as an exhibit in sufficient detail for the County to update the FAA Exhibit A for property dedicated to airport use and the Lease Area Plat.
- d. After all comments have been addressed, the applicant will complete and submit to the Airport Manager an environmental assessment, categorical exclusion, Airport Layout Plan (“ALP”) redline revision, Notice of Proposed Construction or Alteration Form 7460 and/or a Checklist for Environmental Impacts for submission to the FAA and MAA for their final concurrence/approval of the proposed development.
- e. An engineer’s cost estimate will be reviewed by the Department of Public Works & Transportation (“DPW&T”) to establish the bond amount and inspection fees associated with the Public Works Agreement and Grading Permit, if applicable. The bonds shall be posted and fees paid prior to issuance of any construction permits.
- f. Proof of insurance will be required prior to presentation of the formal lease agreement to the Commissioners of St. Mary’s County, Maryland. Once the lease has been formally executed, permits may be issued.
- g. Prior to construction, a building permit will need to be obtained through LUGM . This permit must include a set of structural drawings signed by a Professional Engineer registered in the State of Maryland. The permit also requires inspections at various stages during construction, i.e., footings, foundations, framing, and electrical. All FAA and MAA approvals must be in place at this time.
- h. Testing and professional certification of all materials during construction, including concrete, asphalt, base materials, or other tests as required by the DPW&T shall also be submitted.
- i. Upon completion of construction, the following shall be turned over to the Airport Manager:
 1. As-built plans of stormwater management systems as per the DPW&T Permit;
 2. Building Permit drawings; and
 3. As-built Water and Sewer drawings as per St. Mary’s County Metropolitan Commission requirements.
- j. DPW&T will be included in the final sign-off for Use and Occupancy

AIRPORT ADVISORY BOARD SUPPLEMENT

A. APPLICATION REQUIREMENTS

The written presentation shall contain at the minimum:

1. The proposed nature of the Business;
2. Identification of Principals and connection (if any) to existing airport businesses;
3. Airport Manager and County Staff evaluation and recommendation; and
4. Identification of any change of Lease or Permit and impacts to current airport service and competitive environment.

B. AIRPORT ADVISORY BOARD RECOMMENDATION

C. COUNTY ACTION ON APPLICATIONS

Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards, or requirements established by these minimum standards;
2. The applicant's proposed operations or construction will create a safety hazard on the Airport;
3. The granting of the applications will require the expenditure of local funds, labor, or materials on the facilities described in or related to the application or the operation will result in a financial loss to St. Mary's County;
4. There is no appropriate or adequate available space or building on the Airport to accommodate the entire activity of the applicant;
5. The proposed operation, Airport development, or construction does not comply with the approved Airport Layout Plan ("ALP"), Federal Aviation Administration ("FAA") Airport Compliance Requirements, etc.;
6. The development or use of the area requested will result in a congestion of aircraft or buildings or will unduly interfere with airport operations;
7. Any party applying, or having interest in the Business has supplied false information, has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application;
8. Any party applying, or having an interest in the Business, has a record of violating the Rules or the rules and regulations of any other airport, Federal Aviation Regulations, or any other rules and regulations applicable to this or any other airport;
9. Any party applying, or having an interest in the Business, has defaulted in the performance of any lease or other agreement with the County or any lease or other agreement at any other airport;
10. Any party applying, or having an interest in the Business, is not sufficiently creditworthy and responsible in the judgment of the County to provide and maintain the Business to which the application relates and to promptly pay amounts due under the Business lease;
11. The applicant does not have the finances necessary to conduct the proposed operation for a minimum of six (6) months; or
12. The applicant has committed any crime or violated any County ordinances, rule, or regulation that adversely reflects on its ability to operate the business operation for which the application is made.

Appendix B

**APPLICATION AND PERMIT FOR MOBILE INDEPENDENT OPERATOR TO PROVIDE
AERONAUTICAL SERVICE AT ST. MARY'S COUNTY REGIONAL AIRPORT**

Client Name: _____ Date: _____ Client Aircraft N-number: _____

Client email: _____ Client Phone: _____

Client Hangar # / Tiedown # / Transient _____ Desired Dates of Work _____

Desired Location of Work: _____

Scope of Work to be performed: _____

Business Who will perform Work: _____

Business Point of Contact (Name): _____

Business Address: _____

Business Tax ID # _____

Business email: _____

Business Phone: _____

Business FAA (or other) Certifications/Authorizations: _____

Permit Application signed? _____

Insurance Certificate provided? _____

Correct amounts and Types? _____

St Mary's County as additional insured? _____

Hangar Access Requested? _____

If so, Hangar Access Agreement signed? _____

Insurance for hangar access? _____

1. The proposed activity will comply with all applicable federal, state and local laws, statutes, ordinances, rules, and regulations including local fire codes and the rules, standard operating procedures, and minimum standards of the St. Mary's County Regional Airport. Initial: _____
2. All activities will be conducted so as not to block, obstruct or impact adjacent hangars, parking positions, taxiways, or taxi-lanes. Initial: _____

3. All activities will be conducted during daylight hours or adequate provisions will be made for lighting the work area. Work area lighting shall not interfere with airport operations. Initial: _____
4. Any welding or open flame work requires approval of the Airport Manager. Initial: _____
5. No hoisting will be conducted from the hangar structures. Initial: _____
6. No modifications will be made to the hangar electrical systems for the purpose of conducting this activity, and Business activity will not overload the hangar electrical systems. Initial: _____
7. The Business acknowledges that this is a Permit request and agrees not to commence work until approval is granted in writing by the Airport Manager. Initial: _____
8. The Business acknowledges they have read, and agree to abide by, the St. Mary's County Airport Rules, Standard Operating Procedures, and Minimum Standards for Aeronautical Service providers during the duration of this Permit. Initial: _____
(documents online at <https://www.stmarysmd.com/dpw/airport-operations/>)
9. The Business agrees per St. Mary's County Airport Rules, as detailed in the Minimum Standards for Aeronautical Service Providers, to hold the County harmless while performing this business effort. Initial: _____
10. The Business agrees to maintain the required insurance, as detailed in the Minimum Standards for Aeronautical Service providers, in force with the County and other required entities as additional insured while performing this Business effort. Initial: _____
11. The Business agrees to immediately inform the Airport Manager and cease work should it become unable to abide by the requirements of this Permit. Initial: _____
12. The Business acknowledges it recognizes that a completed Hangar Access Agreement with appropriate insurance certificate provided is required to perform work in a client's hangar and/or the taxi-lanes in the General Aviation hangar area. These hangars and taxi-lanes are leased from the County to Hangar Providers who further sublease the hangar to client. The two designated maintenance spots (between Hangars F and G and between Hangars T and U) are exempt from the Hangar Access Agreement requirement. Initial: _____
13. The Business acknowledges that this Permit is to perform work on a single aircraft unless there is a specific authorization otherwise from the Airport Manager. Initial: _____
14. Appeals shall be per the appeals process stated in the Rules section III-X. Initial: _____

Signature of Business indicating agreement with the above

X _____

Date: _____

Client Name:

N-number:

Business Name:

Airport Manager authorization

Authorized Location(s) of Work:

Authorized duration (start and end date):

Signature of Airport Manager: X _____

Date approved:

Fee Paid?

Amount:

Specific Authorizations and or Restrictions

Appendix C

HANGAR ACCESS AGREEMENT

The undersigned permittee ("Permittee") acknowledges that the work to be performed by the Permittee may be on areas (the "Demised Premises") which have been leased by the Commissioners of St. Mary's County (the "County") to S. Hunt Aero, LLC, Airport Development, LLC and SM Hangars, Inc. (jointly and severally "Tenant") pursuant to separate leases with each Tenant (jointly and severally the "Lease"). Each Lease requires, among other things, that each Tenant manage and maintain their respective Demised Premises and to indemnify the County with regards to certain activities carried on within the Demised Premises. As a condition to the Permittee's entry upon the Demised Premises, the Permittee hereby agrees as follows:

1. That the Permittee shall name each Tenant as an additional insured with waiver of subrogation on each policy of insurance which the Permittee is required to maintain benefitting the County as an insured and shall maintain such insurance in effect during all times of entries onto the Demised Premises. The Permittee shall provide a copy of Insurance to the County as part of Permit Application, and the County will provide to Tenant a copy of such insurance. The insurance company shall provide 30 days prior written notice of any cancelation to the County. The County shall notify the tenant if such notice is received. The Permittee insurance shall be primary without right of contribution from any other insurer, but only with respect to the operations of the Named Insured.

2. That the Permittee's activities on the Demised Premises shall be carried on in accordance with the terms, covenants, conditions and regulations applicable to the use of the Demised Premises, or any portion thereof, pursuant to each Lease, and as applicable, any sublease between a Tenant, as sub-Landlord and the applicable subtenant for whom work is being performed, and no activity shall be carried on by the Permittee on the Demised Premises which would constitute a breach of the Lease or applicable sublease and permit. All work performed on the Demised Premises shall be carried on in accordance with the Airport Rules and shall only be performed for bona fide tenants or sub-tenants of the Demised Premises. Nothing herein or in the permit shall be construed as granting Permittee a lease or sublease for the Demised Premises nor amending any lease or sublease to which a Tenant is a party so as to allow for a commercial uses, or any other uses of any portion of the Demised Premises not currently allowed by a sublease of the Demised Premises.

3. That the Permittee shall indemnify and hold harmless each Tenant against and from, and shall reimburse each Tenant for, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments, and expenses, including but not limited to actual attorney's fees, which may be imposed upon or incurred or paid by or asserted against a Tenant or County's interest in the Demised Premises and/or improvements located thereon by reason of or in connection with any of the following:

- (i) the Permittee's use of the Demised Premises;
- (ii) the conduct of Permittee's business or any work or activity or other things allowed or permitted to be done in or on the Demised Premises;
- (iii) any breach or default in the performance of any of Permittee's obligations under this Agreement; or
- (iv) any other acts or omissions of Permittee, its agents, employees, invitees or contractors relating to the Demised Premises or the business of the Permittee thereon.

4. That the Permittee shall carry on its activities on the Demised Premises strictly in accordance with all applicable laws, ordinances, rules and regulations.

5. The Permittee, if requested, shall provide to each Tenant a copy of the permit issued by the County.

6. That in the event of a breach of any provision of this Agreement, the affected Tenant shall have the right to enforce the terms herein and shall be entitled to equitable and legal relief and to recover from the Permittee its costs and expenses including actual attorney's fees.

Witness the hand and seal of the Permittee as set forth below.

Signature:

Printed Name:

Address:

Contact No: