

7/27/06

GREATER CUMBERLAND REGIONAL AIRPORT

RULES AND REGULATIONS

WILEY FORD, WEST VIRGINIA

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SECTION I.**GENERAL PROVISIONS****A. PURPOSE**

The rules and regulations contained in this document (hereinafter referred to as the Rules and Regulations) are intended to provide a structure for the management, governing and effective use of the Greater Cumberland Regional Airport (hereinafter referred to as the Airport) in such manner as to better maintain order and protect the safety of the public and tenants of the airport. The Potomac Highlands Airport Authority (hereinafter referred to as the Authority) has the right to, and does hereby, regulate all commercial enterprises using the airport as a base of operation, whether such operation is aeronautical or non-aeronautical in nature. No commercial operation of any kind or type shall be conducted on the airport unless specifically authorized by the Authority. The use of the airport or any of its facilities in any manner shall create an obligation on the part of the user to obey all the Rules & Regulations herein provided and adopted by the Authority. The Rules and Regulations are intended to be reasonable, non-arbitrary and non-discriminatory.

B. DEFINITIONS

Aeronautical Activity means any activity conducted at airports which involves, makes possible, or is required for, the ongoing operation and safety of aircraft. These activities include, but are not limited to, air charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultralight operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts and aircraft storage.

Aeronautical Services means any service which, involves, makes possible or is required for, the operation of aircraft, or which contributes to, or is required for, the safety of aircraft operations commonly conducted on the airport by a person who has a lease from the Authority to provide such service or any other service permitted by authorization of the Airport Manager.

Aircraft means a device, which is used or intended to be used, for flight in air.

Airport means the Greater Cumberland Regional Airport and all the property, buildings, facilities and improvements within the exterior boundaries of such airport, as it now exists, on the Airport Layout Plan, or Airport Property map or as it may hereinafter be extended, enlarged, or modified.

ALP means the current Airport Layout Plan for the Greater Cumberland Regional Airport, which has been approved by the Federal Aviation Administration (FAA).

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

Airport Owner means Potomac Highlands Airport Authority.

Airport Manager means the person employed by the Authority to manage the Airport.

Authority means Potomac Highlands Airport Authority or any duly authorized employee, agent or instrument of the Authority.

Board means Board of Directors, Greater Cumberland Regional Airport.

CTAF/UNICOM means a non-governmental communication facility which provides airport advisory information.

Designated Examiner means any person designated by the FAA under FAR Part 183; for example, as a pilot examiner to conduct practical tests and issue airman certificates.

FAA means the Federal Aviation Administration and its successors.

FAR means Federal Aviation Regulation, as published and amended from time to time in the Code of Federal Regulations.

Fixed-Base Operator (FBO) means an individual, firm or corporation leasing or sub-leasing space, operating at the airport and providing aircraft fueling and line service and three or more general aircraft services to the public, (e.g., maintenance, storage, ground and flight instructions).

Fixed-Base Operator Lease means any (a) lease agreement between the Authority and the FBO leasing property at the Airport, or (b) sub-lease agreement or assignment approved by the Authority between any FBO and any Person sub-leasing property at the Airport for the purpose of providing aeronautical services to the public at the Airport.

Flying Club means a non-commercial organization established to promote flying and develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See Section II, K. for requirements in these Airport Rules and Regulations.

Fuel means fuel intended for use in the propulsion of aircraft.

Fueling Operations means the dispensing of aviation fuel into aircraft.

Fuel Vendor means an entity engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the entity. The Potomac Highlands Airport Authority has retained the “Proprietary Exclusive” right to sell and dispense fuel to the public on the Airport.

FSDO means Flight Standards District Office (FAA).

IFR means Instrument Flight Rules as set forth in the FAR.

Landside means all buildings and surfaces on the airport used by surface vehicular and pedestrian traffic outside the security fence.

Large Aircraft means an aircraft of more than 12,500 pounds maximum certified takeoff weight or turboprop and turbojet aircraft.

Minimum Standards means the standards as may be amended from time to time, established by the Authority as the minimum requirements to be met by an FBO or SAO or proposed FBO or SAO as a condition for the right to provide Aeronautical Services to the public at the airport.

NFPA means the National Fire Protection Association.

NOTAM means Notice to Airmen published by the FAA (e.g., a method of notifying the flying public of conditions at the Airport that may affect flight).

NTSB means the National Transportation Safety Board or any successors.

Operator means an individual, firm or corporation leasing or sub-leasing space and providing an Aeronautical Service to the public at the Airport.

Person means an individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity.

Ramp Privileges means the driving of a vehicle upon an aircraft parking ramp on the airside of the airport to deliver persons, cargo, or equipment to an aircraft as a matter of convenience or necessity.

Specialized Aviation Operator (SAO) – A Specialized Aviation Operator shall provide one or more aeronautical services to the public. A SAO cannot provide Fuel and Oil Dispensing Services as the Authority has retained the “Proprietary Exclusive” right to sell and dispense fuel to the public on the Airport.

Self-fueling Operator means a person who dispenses aviation fuel to aircraft owned or leased from others and operated by such person. See Section I, M, of these Airport Rules and Regulations for requirements and procedure.

Self-Maintenance means all repairs and/or assembly to aircraft or engines, as specified in FAR 43, Preventive Maintenance, Appendix A, paragraph (c) by the aircraft owner or operator.

Small Aircraft means an aircraft of 12,500 pounds or less maximum certified take-off weight.

Shall means mandatory and not directory.

Special Event means an Aeronautical Activity which does not comply with the Airport Rules and Regulations or which, although it may comply with the Rules and Regulations may require an accommodation by other users of the Airport. Special Events include, but are not limited to, fly-ins, air shows, skydiving exhibitions, balloon operations or similar events or activities.

State means the State of Maryland or West Virginia unless other wise noted.

Tenant means an individual, firm or corporation leasing or sub-leasing space on the Airport to domicile an aircraft for its private use.

VFR means Visual Flight Rules as set forth in the FAR.

C. **AIRPORT OPERATIONS**

The Airport will be open to all aircraft 24 hours a day, every day of the year, except that the Airport may be closed when either the Authority or the Airport Manager determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no longer exists.

FBOs or SAOs are not required to be open at all times the Airport is open.

D. **AIRPORT MANAGER**

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 the Authority property and the public at the Airport and to oversee all Airport operations for compliance with these Rules and Regulations. The Airport Manager will use reasonable efforts to coordinate tenant activities to avoid conflicts.

E. **INSURANCE**

1. Each FBO and SAO shall maintain the following insurance policies as required by these Rules and Regulations when the exposures covered by each described policy exist within the business operations of the FBO or SAO, and/or when required by state, Authority or federal law:

- a. Workers Compensation and Employers Liability Insurance. This insurance will pay the lessee's obligation under Workers Compensation Law of West Virginia Employers liability (Statutory Limits).
- b. General Liability Insurance. This insurance must 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 with no deductible:

\$1,000,000 each occurrence for bodily injury & property damage.

\$1,000,000 each incident for personal and advertising injury.

\$1,000,000 product-completed operation aggregate.

\$1,000,000 general aggregate.

The contractual liability coverage shall include protection for the FBO or SAO from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations.

The insurance policy shall provide for contingent liability of the Authority on any claim or loss, and the Authority shall be named as an additional insured under FBO's or SAO's policy of insurance, as the Authority interest may appear. The FBO or SAO shall instruct the insurer to notify the Authority in writing, by certified mail, at least 30 days prior to cancellation or refusal to renew any policy. The FBO or SAO shall file certificates of all insurance required with the Authority through the Airport Manager.

Insurance against fire, windstorm or other casualty, including all standard extended coverage available, upon all of the FBO's or SAO's personal property, together with such medical payments coverage as the FBO or SAO may desire. In addition, the FBO or SAO holds the Authority harmless against loss or damage to the FBO's or SAO's person or property by reason of any casualty other than the negligence or fault of the Authority.

- c. Business Automobile Liability Coverage. Business automobile liability insurance shall apply to any automobile, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$300,000 each accident. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
- d. Aircraft Liability Insurance. This insurance shall provide aircraft liability, including temporary substitute aircraft and non-owned aircraft liability, to a combined single limit of at least \$1,000,000 with a limit of \$100,000 each passenger per occurrence. Coverage shall apply to bodily injury or death and mental anguish, including passenger injuries and property damage.

- e. Hangarkeepers Liability Insurance. Hangarkeepers legal liability coverage shall include protection for those lessees operating a hangar storage or aircraft maintenance/repair service to a limit of at least \$1,000,000 each occurrence.

The Authority is to be included as additional insured.

The contractual liability coverage shall include protection for the FBO or SAO from claims arising out of the liability assumed under the indemnification provisions of these Regulations.

- 2. All policies shall be obtained through responsible insurance companies of recognized standing which are authorized to do business in the state of West Virginia. The insurance companies shall have an A.M. Best's rating of at least "A" or better and a financial size of "Class VII" or higher. Insurance company's ratings shall be taken from the latest edition of Best's Insurance Reports.
- 3. All liability policy limits shall be written on what is commonly known as a "Combined Single Limit" basis, and extend to both "property damage" liability and "bodily injury" liability. (Note: the Aircraft Liability policy may contain a sub-limit per passenger per occurrence.)

A combination of limits, from a basic (or underlying) policy and an umbrella policy, may be used to reach the total liability limit required.

The contractual liability coverage shall include protection for the FBO and SAO from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations.

All liability policies shall name the Authority as an "additional insured" and evidence of such shall be delivered to the Authority through the Airport Managers Office in the form of a certificate of insurance issued by the various insurance companies. Said certificate shall state that the Authority is an additional insured and shall provide for a 30-day advance notice to the Authority in the event of termination, cancellation, or material change in the policy (ies).

- 4. Each FBO or SAO may obtain insurance coverage or limits in excess of or higher than those required by the Authority, but in no event shall carry limits that are less than those specified in the "Greater Cumberland Regional Airport – Minimum Standards" document.

5. Any person, business, or organization providing an aeronautical service to the public at the Airport under the supervision of, or pursuant to, an arrangement with an FBO or SAO shall not be required to obtain the insurance described above, if the insurance policy or policies of the FBO or SAO cover that person, business, or organization to the same extent, and in the same amount, as the applicable insurance policy described above for the FBO or SAO. Otherwise, said person, business, or organization shall comply with these Rules and Regulations, and shall be required to evidence coverage either through an FBO or SAO policy or their own policy with the requirements listed above.
6. Each FBO and SAO shall:
 - a. Promptly deliver to the Airport Manager copies of all notices and claims of loss and any documentation or correspondence related to such losses.
 - b. Promptly submit and diligently pursue notices of all claims of loss insured under any required insurance policy to the respective insurance company (ies).
 - c. Comply with all terms and conditions of the required insurance policies.
7. Insurance for aircraft based or hangared (registered) in Maryland shall be in accordance with Section 5-1002 of the Transportation Article of the Maryland Code and the minimum coverage shall be as follows:
 - a. \$50,000 bodily injury per individual;
 - b. \$100,000 bodily injury per accident; and
 - c. \$50,000 property damage protection.

F. **INDEMNIFICATION PROVISIONS**

Each FBO and SAO as a condition to becoming or continuing as such shall agree to indemnify and hold the Authority and each of their officers, officials, representatives, agents, employees, Advisory Board members, successors or assigns harmless from all claims and liabilities (including unlimited legal fees) arising out of the use of the Airport.

G. **REPORTING REQUIREMENTS**

1. In order to promote and maintain safety at the Airport, any pilot, FBO or SAO should report to the Airport Manager any bodily injury requiring medical attention, or any damage to property at the Airport, or any other accident, incident, occurrence or unsafe practice relating to any aircraft which any one of the above owns, leases, flies, or any Aeronautical Activity in which any are involved. A form

is attached (see **Exhibit "A"**) for use in those instances. If the accident or incident report is required under NTSB, Part 830, a copy of that information may be submitted to the Airport Manager in lieu of the form in **Exhibit "A."**

2. The following are examples of accidents, incidents, unsafe practices or occurrences that shall be reported promptly to the Airport Manager:
 - a. Aircraft landing off the runways without prior permission of the Airport Manager.
 - b. Aircraft breaking runway or taxiway lights or any airport fixtures, signs, approach lights, or visual aids such as VASI, PAPI, etc.
3. The report shall include the following information:
 - a. Location, date and time of incident and the identity of each Person and Aircraft involved;
 - b. Nature of any injuries suffered by any Person as a result of the incident and the name and address of any Person injured;
 - c. Nature and extent of any property damage occurring as a result of the incident and the name and address of the owner of the damaged property; and
 - d. A narrative explaining the circumstances of the incident occurrence or unsafe practice.

H. **GROUND VEHICULAR TRAFFIC AND PARKING**

1. Unless otherwise indicated, traffic laws of the State of West Virginia shall apply to the streets, roads, and designated vehicular parking areas at the Airport. Designated parking areas are on the paved or gravel lots adjacent to the terminal building and the grassy areas by the hangars, as designated by the Airport Manager. Nothing in this section shall be construed to prohibit the FBO or SAO from using vehicles to transport supplies to hangars, but the vehicles shall not remain on the AOA after the supplies have been delivered to the hangar.
2. All vehicles, other than emergency vehicles and those operating under emergency conditions, are limited to the maximum speed as posted or to 25-MPH on any street within the boundaries of the Airport. A maximum of 15 MPH shall be observed when operating around hangar areas, fuel areas, etc. A safe and reasonable speed should be maintained on other areas. The Airport Manager may authorize exceptions. Additional vehicle operating rules in the AOA are contained in **EXHIBIT "B"**.

3. Aircraft owners and pilots who own or rent spaces or hangars on the Airport may drive to their aircraft or hangar, as approved and directed by the Airport Manager and, at their own risk, may park private vehicles in or near their hangars if ingress or egress to other hangars is not impeded.

I. **PEDESTRIANS, PASSENGERS AND SIGHTSEERS**

All pedestrians, air carrier passengers and sightseers at the Airport shall remain behind the fence off the AOA, or in designated areas and shall be escorted onto the AOA by the Airport Manager, FBO personnel or tenant. FBOs are responsible for safety enforcement on their leased areas.

J. **SECURITY**

All operators based on the Greater Cumberland Regional Airport shall comply with all Federal, State and Local laws currently in force, or which shall be imposed, with respect to security. All FBOs, SAOs and tenants shall comply with all published security regulations.

The Airport Manager may order the immediate removal from the Airport grounds of persons or equipment that pose an immediate or apparent risk or threat to the security of persons, property, or equipment. Failure to follow the lawful order of the Airport Manger shall subject any person to criminal prosecution for trespassing, and shall subject any equipment to immediate removal and off-site storage.

1. All FBOs, SAOs and tenants shall be responsible for monitoring persons in their respective AOA. This includes visitors, delivery, and fuel trucks.
2. All FBOs, SAOs and tenants with a gate that separates the general public and the AOA shall keep it closed and locked at all times. If the gate has malfunctioned, the FBO, SAO or tenant shall take the necessary precautions to temporarily restrict access to the AOA and immediately notify the Airport Manager.

K. **ADVERTISING SIGNS**

No signs or other advertising, other than those existing on the date these rules are adopted by the Authority shall be placed or constructed upon the Airport, Airport entrance roads, or on any building or structure or improvement thereon, without prior written approval of the Airport Manager. All signs or advertising media shall be kept in good repair and neat in appearance and must comply with the Town of Wiley Ford Code.

L. **AIRCRAFT OWNER MAINTENANCE**

1. Nothing contained herein shall prevent any Person operating aircraft on the Airport from performing any services they may wish to perform on their own aircraft so long as they adhere to these Rules and Regulations.
2. All repairs and/or assembly to aircraft or engines, other than specified in FAR 43, Preventive Maintenance, Appendix A, paragraph (c), made by the aircraft owner, FBO or SAO shall be made in the spaces or areas designated for such purpose by the Airport Manager or Authority or in the leased area of the Operator. The repairs and/or assemble shall not be made on any part of the landing area, taxiways, ramps or fueling or service areas, and shall be completed within a reasonable timeframe and not produce waste or any unsightly condition and must be in compliance with all other Federal, State and Authority requirements. Reservations for the maintenance spaces can be made with the Airport Manager. **See EXHIBIT "C" for designated space location.**

M. AIRCRAFT SELF-FUELING

1. Aircraft owners may self-fuel their aircraft on the Airport. Individuals and corporate aircraft owners using mobile fueling equipment must obtain a self-fueling permit from the Airport Manager. Procedures for obtaining a self-fueling permit are contained in **EXHIBIT "D."** Those Aircraft owners who have obtained a self-fueling permit will adhere to the following rules governing self-fueling:
 - a. All Aircraft shall be fueled in the area designated by the Authority for self-fueling. The Authority will provide and maintain fire extinguishers and otherwise maintain this area.
 - b. Both the approved fueling equipment and the fuel shall be brought to the designated self-fueling area only when fueling is to be accomplished. A current self-fueling permit must be available for inspection by the Airport Manager upon request.
 - c. Mobile fueling equipment may be stored on lessee leased area if it complies with NFPA 407 and is in a containment area meeting EPA standards. Fuel purchased from a vender off the Airport shall not be delivered to the lessee's mobile fueler on the Airport by the fuel vender.

N. PERMITS

1. No Person may provide an Aeronautical Service at the Airport unless:
 - a. The Person has an Aeronautical Operating agreement executed by the Authority to provide an Aeronautical Service on the Airport, or
 - b. The Airport Manager has issued a permit authorizing the Person to provide the Aeronautical Service at the Airport. The requirement for a permit does not apply to any FAR Part 183 FAA designated examiner acting as such.

2. The Minimum Standards, shall, in addition to any application or leasing requirements of the Authority, apply to any FBO or SAO Operating Agreement.
3. Permits shall be issued by the Airport Manager to any Person who satisfies the conditions for the Aeronautical Service listed below:
 - a. Any Person providing flight instruction as a part-time business shall provide the following to the satisfaction of the Airport Manager:
 - (1) Proof of current FAA authorization appropriate to the types of instruction being offered, and a current medical certificate as required by the FAR.
 - (2) Proof of County business license, if applicable.
 - (3) Proof of aircraft bodily injury and property damage liability insurance in the amount of \$500,000 (limited to \$100,000 each passenger), with no deductible amount and naming the Authority as an additional insured. Coverage shall apply to bodily injury or death, passenger injuries, including mental anguish, and property damage.
 - b. Any Person providing aircraft repair and/or inspection services, other than owner-preventive maintenance as defined in FAR Part 43, shall have:
 - (1) Proper and current licenses approved by the FAA, with appropriate ratings to cover the types of repairs or inspection work being offered.
 - (2) A business license, if applicable.
 - (3) Insurance in accordance with the provisions of Section I, E “Insurance” of the “Rules and Regulations” document. (In particular, please note the “additional insured” and “indemnification” provisions of the referenced document).

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations.
 - c. Any Person based outside of the boundaries of the Airport and providing warranty service to a customer whose, Aircraft is located on the Airport shall have:
 - (1) Proper and current licenses approved by the FAA with appropriate ratings to cover the types of repairs or inspection work being offered.
 - (2) A business license if applicable.

- (3) Insurance in accordance with the provisions of Section I, E “Insurance” of the “Rules and Regulations” document. (In particular, please note the “additional insured” and “indemnification” provisions of the referenced document.)

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules and Regulations.

- d. Other aeronautical services that any person may wish to perform on the Airport requiring approval of the Authority prior to operating on the Airport.
 - e. Persons wanting to provide non-aeronautical services on the Airport shall submit a request to the Airport Manager describing the non-aeronautical operation and requesting a Permit or a lease from the Authority.
4. Each Permit shall be issued for a designated time and date or for a period not to exceed one (1) year; based on the contemplated activity, impact on the safety of airport operations, past experience with the requester, current circumstances and the civil aviation needs of the public.
 5. The Authority may establish and revise fees for issuing Permits.

O. SPECIAL EVENTS

Any Person wishing to sponsor a Special Event shall obtain the prior written approval of the Authority. The Authority shall require such safeguards in addition to those set forth in these rules and regulations deemed necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, and additional security personnel, paid for by the Special Event sponsor or facilities as well as evidence of any necessary waiver or authorization issued by the FAA. The Authority is prohibited by the FAA from closing the Airport for any activity which is not an Aeronautical Activity. The Authority may establish and charge reasonable fees for Special Events.

P CONSTRUCTION ON THE AIRPORT

1. Construction contractor's equipment and personnel vehicles will be marked following the guidelines established by the FAA in the current edition of its Advisory Circular 150/5370-2, Operational Safety on Airports During Construction, Section 2, paragraph 2-4, Vehicles on Airports, as may be amended or supplemented from time to time.
2. During periods of construction activity within 250 feet of Runway 5/23 centerline, and 59 feet from the centerline of a parallel taxiway, 75 feet of Runway 11/29 center line, and 40 feet from the centerline of a parallel taxiway, a radio operator with an operative two-way radio must be on the construction site. The operator's function is to control and direct the movement of the construction equipment, not

aircraft via information from the CTAF/UNICOM operator or as may otherwise be required to ensure the safety of persons and property in the vicinity of the construction site.

3. Landing, taking-off and taxiing aircraft always have the right of way.

Q. SOLICITATION OF FUNDS

No person shall solicit funds for personal gain on Airport grounds and no signs or advertisements may be posted at the Airport without permission of the Authority.

R. TRASH DISPOSAL

Garbage, refuse and other waste material shall be placed in receptacles provided for such purpose.

S. DESTRUCTION OF AIRPORT PROPERTY

No person shall destroy, remove or disturb in any way buildings, signs, equipment, markers, or other property on the airport.

T. PETS ON AIRPORT

All pets within the airport-fenced area shall be under control at all times.

U. RUNWAY STRENGTH

The landing area facilities constructed are primarily intended for the use of powered aircraft whose weights are not in excess of the published weight limitations of the paved surfaces concerned. Operations of aircraft in excess of the weight limitations may be permitted on an infrequent basis with the permission of the Airport Manager after review by the Airport Consulting Engineer. A limited use waiver must be formally requested and granted prior to any such use.

SECTION II.**AIRCRAFT OPERATION****A. RESPONSIBILITIES**

1. Operation of all aircraft at the Airport shall be done in a safe and responsible manner and in compliance with these Rules and Regulations, the FARs, FAA Advisory Circulars and the requirements of other appropriate governmental agencies. Each Person operating an aircraft is responsible for the safety of its operation and for the safety of others exposed to such operation.
2. Based aircraft shall be registered and insured in accordance with all applicable Federal and State requirements.
3. All Aeronautical Services for aircraft using the Airport landing facilities will be performed on the Airport. No aircraft involved in aeronautical services will be allowed to taxi or be towed off the Airport for storage, service or to pick up or deliver cargo.

B. COMMUNICATIONS

1. The Airport is served by a CTAF/UNICOM radio, which is manned by Authority personal. All pilots of aircraft having radio equipment permitting 2-way communications should contact the Airport CTAF/UNICOM to obtain Airport advisory information and announce their intentions when within 10 miles of the Airport. Pilots are also encouraged to maintain a listening watch on the CTAF/UNICOM frequency (122.8 MHz) when operating within a 10-mile radius of the Airport. All departing aircraft should announce on the CTAF/UNICOM frequency their intentions and the runway to be used for departure.
2. RADIO OPERATIONS:
 - a. All aircraft based at, or using, the airport facilities are encouraged to have a properly functioning two-way radio, which, under normal conditions, is capable of allowing pilots to communicate on the CTAF/UNICOM frequency within a 10-mile radius from the Airport.
 - b. Only ground vehicles with an operational two-way radio may operate upon, or adjacent to runways and taxiways. All other ground vehicles must be escorted by a ground vehicle with an operational two-way radio. Such two-way radios must be capable of transmitting on and receiving the CTAF/UNICOM frequency.

- c. Unescorted ground vehicles without a two-way radio may only operate upon taxiways and runways with prior permission of the Airport Manager. Such ground vehicles shall display on the rear of the vehicle an orange and white checkered flag of a size not less than three feet (3) square.

C. **TRAFFIC PATTERNS:**

1. All aircraft operating into and out of the Airport shall follow the approved Airport traffic pattern which has been established. See **EXHIBIT "E."**
 - a. Traffic pattern altitude for the Airport is 1,800 feet MSL for all piston engine aircraft and 2,300 feet MSL for all jet aircraft.
 - b. Traffic pattern is standard left hand for runways 11, 23, and 29 and right hand for runway 05.
2. The helicopter traffic pattern is 500 feet AGL avoiding congested areas and the flow of fixed wing traffic. Air taxiing is permitted only over the runway, ramp and taxiways. Helicopter operators shall minimize rotor downwash on the ramp. Helicopters may, in circumstances determined by the Airport Manager or his designee, be required to be towed to the taxiway before engine start.
3. All takeoffs or landings by powered airplanes shall be on the paved runway unless otherwise approved by the Airport Manager.

D. **AIRCRAFT OPERATION:**

1. Aircraft maintenance run-ups will be conducted only in places approved by the Airport Manager.
2. The landing gear of aircraft shall be chocked with wheel blocks or other approved devices, except in cases where, in the opinion of the Airport Manager, other procedures are equally safe.
3. At no time will aircraft with engines running or engines being tested be left unattended.
4. At no time shall engines be warmed up or operated when hangars, shops, offices, building, persons, equipment, passengers or aircraft landing, parked or taking off are in the path of the propeller stream or jet engine exhaust.
5. Propeller and exhaust noises shall be kept at a minimum at all times on the airport.
6. Starting engines shall be prohibited until all standard safety precautions have been met.

7. Operation of aircraft engines shall be restricted to qualified personnel.
8. No air-carrier shall operate from the Airport without a contract or without the expressed written approval of the Airport Manager. Such carriers shall comply with contract conditions or directions from the Airport Manager as to loading and unloading of passengers at designated places.
9. No aircraft shall be operated on the surface of any public landing areas, public aircraft ramps or apron area, public cargo ramp and apron area or public aircraft parking and storage area in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution or at an unreasonable speed or manner which endangers persons or property.
10. ROTORCRAFT. Rotorcraft shall not operate close enough to create a hazard of any area where an aircraft is parked or operated.

E. **EQUIPMENT AND MISCELLANOUS ITEMS IN THE APRON AREA:**

All ramp equipment shall be parked and kept in a neat and orderly manner. No receptacles, chests, cases or housing shall remain on the apron or ramp area that do not fit in with the general architectural and cleanliness standards of the rest of the installation as determined by the Airport Manager.

F. **REMOVAL OF AIRCRAFT BY MANAGER:**

Upon direction from the Airport Manager, the operator of any aircraft parked or stored at any terminal or hangar shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Airport Manager may tow the aircraft to the designated place at the operator's expense without liability for damage, which may result in the course of such move.

G. **UNSAFE AIRPORT CONDITIONS**

In the event the Authority or the Airport Manager determines that conditions at the Airport are unsafe for landings or takeoffs, a NOTAM shall be initiated to close the Airport, or any portion thereof, for a reasonable period of time (i.e., until those unsafe conditions can be corrected or no longer exist).

H. **REMOVAL OF DAMAGED AIRCRAFT**

Whenever an accident occurs on any runway at the airport, the Airport Manager or his designee will close the affected runway immediately and a Notice to Airmen (NOTAM) will be issued through Elkins Flight Service (1-866-432-2622). In the event any aircraft is damaged, and cannot be moved under its own power, the pilot shall immediately notify the Airport Manager, the aircraft owner and the FBO or SAO, as well as comply with any

applicable provisions of the FARs. Subject to governmental investigation and inspection of the damaged aircraft, the owner or pilot of the damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of the aircraft from any landing area, taxiway, ramp, tie-down area or any other traffic area and park or store the aircraft in a location designated by the Airport Manager. If for any reason the owner of the aircraft fails to remove the wrecked or damaged aircraft from the AOA or Airport as requested by the Airport Manager, the Authority, FBO or SAO may cause the removal and storage or disposal of the wrecked or damaged aircraft at the sole expense of the aircraft owner without liability for further damage as a result of the removal. When the wreckage is removed, only the Airport Manager or his designee will determine when and under what circumstances the affected runway will be reopened to aircraft traffic. The Runway will only be reopened following a documented visual inspection of the runway by a person qualified to do so.

I. AIRCRAFT PARKING

No person shall park, store, tie down or leave any aircraft on any area of the Airport where prohibited by these Rules and Regulations or by the direction of the Airport Manager or his designee.

1. Aircraft pilots, owners or agents shall properly secure their aircraft while parked or stored. Aircraft pilots, owners or agents are solely responsible for parking and tying down their aircraft and for any special security measures required by weather or other conditions at the Airport. Aircraft pilots, owners or agents shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of wind or other severe weather. Owners, pilots or agents of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner, pilot or agents of such aircraft to comply with these Rules and Regulations.
2. Each tie-down space being rented by the Authority on a monthly basis shall be assigned to a specific operator. A person shall not knowingly take or use any aircraft tie-down facility when such facilities are already in actual use by, or rented to, another person. Tie-down space renters shall not sublease their space.
3. All cargo shall be loaded and unloaded in the leased areas of those FBOs or SAOs who provide that aeronautical activity.

J. FIRE PREVENTION

Fire prevention at the Airport is governed by the State and local fire codes and the current edition of NFPA 407 and 409, including all NFPA Standards referenced in 407.

1. No aircraft shall be fueled or defueled while its engine is running or while in a hangar or other enclosed place. Fueling or defueling shall be done in such a manner and with such equipment that adequate connections for electrical bonding shall be continuously maintained. Rapid refueling shall be accomplished in accordance with the provisions of the current addition of NFPA 407.

2. The cleaning of engines or other parts of Aircraft shall not be accomplished in any hangar except with nonflammable substances. If flammable liquids are used for this purpose, the operation shall be conducted outside in the open air in designated spaces. Flammable liquids shall be stored in Underwriters Laboratory (U.L.) approved containers. All aircraft painting shall be done in accordance with safety procedures approved in writing by the Authority.
3. All hangar and shop floors shall be kept clean and free of oil, gas, and other flammable substances. No volatile, flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the Airport in such manner as to create any fire hazard.
4. No person shall smoke or produce any open flame, including the use of kerosene heaters, anywhere within a hangar, building or structure in which any aircraft may be stored, or in which any gas, oil or flammable substance is stored, or within 50 feet of any aircraft or any fueling facility. All persons must adhere to State and local fire codes when heaters and open flames (e.g., acetylene torches for heating components, welding or soldering) and arc welding equipment are being used in maintenance hangars.
5. Any Person using the Airport area or the facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property. No person shall start an open fire any place on the airport without permission of the Airport Manager.
6. The Authority has established a "Proprietary Exclusive" for the sale of aviation fuel and petroleum products to the public. Fuel services shall be administered by Authority personnel using proper safety equipment. The Authority assesses a fuel flowage fee and facility fee, both subject to adjustment from time to time, from individuals, FBOs or SAOs self-fueling their own Aircraft from their own containers. Such operations shall only be conducted in designated areas (see **EXHIBIT "F"**) using approved equipment and procedures.
7. The following general rules shall be followed in connection with the fueling of any aircraft:
 - a. Portable fire extinguisher shall be in the vicinity of the fueling operation.
 - b. All self-fueling shall be performed in the designated area for self-fueling and not on the ramps or outside parking areas.
 - c. Fueling in hangars is prohibited.
 - d. Applicable aircraft bonding requirements shall be followed.
 - e. All funnels and fueling apparatus shall be metal and shall be bonded to the Aircraft. Caution must be used in fueling aircraft.
 - f. Fueling personnel shall not carry lighters or matches on their person while engaged in fuel servicing operations.

- g. Where applicable, all electrical equipment used in the fueling operation shall be U.L. approved, and all equipment shall be approved by the State Fire Marshall's local office.

K. FLYING CLUBS

All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Rules and Regulations. However, they shall be exempt from regular FBO or SAO requirements upon satisfactory fulfillment of the conditions contained herein.

1. The club shall be a non-profit entity (i.e., corporation, association or partnership) organized for the purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned ratably by all of its members). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, and replacement of its aircraft.
2. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. Except for regular members, they may not conduct aircraft flight instruction, and only members of the flying club may operate the aircraft.
3. All flying clubs and their members are prohibited from leasing or selling any goods or services to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment.
4. With its initial application, the flying club shall furnish the Authority a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; evidence of insurance, in the form of a certificate of insurance with a limit not less than One Hundred Thousand Dollars (\$100,000.00) per person for personal injury and property damage and a total limit not less than One-Half Million Dollars (\$500,000.00), with the Authority as an additional named insured; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and the operating rules of the club. The flying club shall make annual certifications to the Authority that its insurance is in force, and the Authority may require certificates review at other times to confirm that adequate insurance is in force.
5. A flying club must abide by, and comply with, all Federal, State and local laws, ordinances, regulations, and these Rules and Regulations.
6. A flying club which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations on Airport property.

L. **ULTRALIGHT VEHICLES**

1. All ultralight vehicles (as defined in FAR 103) using the Airport are recommended to use a radio capable of sending and receiving the CTAF/UNICOM frequency of 122.8.
2. Before operating from the Airport, the ultralight pilot shall be briefed on airport policy, traffic pattern procedures and populated areas to be avoided.
3. Operators shall provide proof of insurance to the Authority upon request of the Airport Manager.

M. **AERIAL ADVERTISING - BANNER TOWING**

Any Person wishing to use the Airport to pick up or drop off an aerial advertising banner shall obtain the prior written approval of the Authority. The Authority shall require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FARs issued by the FAA. The operations shall be conducted from a mutually acceptable location on the airport that does not interfere with normal airport activities. The Authority may establish and charge reasonable fees for this activity.

N. **PARACHUTE JUMPING**

Persons wishing to use the Airport for a parachute drop area shall obtain the prior written approval of the Authority, as required by FAR 105.17. The Authority shall require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FARs issued by the FAA. The Authority may establish and charge reasonable fees for this activity.

O. **GLIDER OPERATIONS**

Any Person wishing to use the Airport to launch and recover gliders shall obtain written permission from the Authority in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport for towed operations for gliders. The Authority shall require such safeguards as it deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel. The Authority may establish and charge reasonable fees for this activity.

P. **LIGHTER THAN AIR (LTA)**

Any Person wishing to use the Airport to launch and recover LTA shall obtain written permission from the Authority in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport to launch and recover the LTA. The Authority shall require such safeguards as it deems

necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel. The Authority may establish and charge reasonable fees for this activity.

Q. **AERIAL APPLICATION - CROP DUSTING AND SPRAYING**

Any Person wishing to use the Airport as a base to load chemicals onto aircraft for the purpose of aerial application shall obtain written permission from the Authority in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport to handle and control the chemicals. The Authority, at the time of approval shall designate a specific area on the Airport to be used for this operation. The Authority's requirements are outlined in **EXHIBIT "G"** which are designed to safeguard and protect the Airport, aircraft using the Airport, and the general public. The Authority may establish and charge reasonable fees for this activity.

R. **ASSIGNED AREAS**

No person authorized to operate on, or conduct business activities at the Airport shall conduct any of its business activities or park any aircraft on any areas except those specified in the lease or written agreement. No FBO or SAO shall occupy any common-use area except as authorized by these Rules and Regulations or by the Authority.

S. **COMPLIANCE WITH SAFETY AND ENVIRONMENTAL RULES AND REGULATIONS**

All users of the Airport shall comply with all existing and future safety and environmental Rules and Regulations adopted by the Authority. A copy of the current Rules and Regulations as currently in force is available at the office of the Airport Manager.

SECTION III

INFRACTIONS AND ENFORCEMENT

A. **INFRACTION DEFINED**

An Infraction is defined as any of the following:

1. A violation of these Rules and Regulations.
2. In the case of an FBO or SAO, a violation of the FBO or SAO lease or giving false or inaccurate information to the Authority or the Airport Manager in connection with the FBO or SAO lease.

B. **EFFECT OF INFRACTION**

Any Infraction by any Person is grounds for immediate termination of any contract, agreement or permit under which such person maybe operating. Upon termination, such Person shall not be eligible for a new contract or agreement for a minimum of six (6) months.

The Airport Manager may order the immediate removal from the Airport grounds of persons or equipment found in violation of these Rules and Regulations. Failure to follow the lawful order of the Airport Manager shall subject any person to criminal prosecution for trespassing, and shall subject any equipment to immediate removal and off-site storage at the owner's expense.

C. **NOTICE OF INFRACTION AND TERMINATION**

The Authority, acting through the Airport Manager or another whom it may from time to time designate, shall give notice of termination by sending a certified letter to the Person at the address listed upon the relevant permit, contract or agreement or, at the option of the Authority, at the person's last known address.

D. **HEARING**

Any Person whose contract or agreement shall hereafter terminate may request a hearing before the Board, provided the request is made in writing and received by the Airport Manager within 15 calendar days of the date of the Board's notice of termination to such Person. The Board shall mail notice of the date, time and location of the hearing to the Person requesting same and the notice shall be mailed at least 15 days in advance of the hearing date. At the hearing, the Party requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the Board shall affirm, revoke or modify the termination and shall give prompt written notice of its action to the Person requesting the hearing. Any adverse determination of the Board to the Person requesting the hearing shall be subject to appeal in accordance with the applicable laws of the State of West Virginia.

SECTION IV.

MISCELLANEOUS

A. SEVERABILITY

In the event that any provision of these Rules and Regulations shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Rules and Regulations shall remain in full force and effect.

B. EFFECTIVE DATE

These Rules and Regulations shall be effective thirty days following the date of their approval by the Authority.

C. REVISIONS

The Authority shall reserve the right to modify, alter, change or add to these Airport Rules & Regulations as needed.

EXHIBIT A

ACCIDENT REPORTING FORM
GREATER CUMBERLAND REGIONAL AIRPORT

In accordance with the accident reporting provisions of the Rules and Regulations governing the operation of the Greater Cumberland Regional Airport, it is mandatory to report any damage to public property and any injury requiring medical attention. Damage to privately owned property located within the confines of the Airport is to be reported to the owner. The Airport Manager will help you with contacting the owner.

This form is for local Airport usage and does not replace the reporting requirements of NTSB-830 with regard to aircraft accidents and incidents. A copy of a Federal accident report may be submitted in lieu of this form if there are vehicles involved.

1. Name of person _____

_____ Age _____

Address

Phone (H) _____ (W) _____

Date and time of occurrence _____

2. Nature and extent of injuries

Description of accident/injury_____

Name of doctor or hospital_____

3. Kind of property and extent of damage (use reverse for vehicles and aircraft)

Name of owner_____

Address_____

Phone (H)_____ (W)_____

4. Reported to police_____

Report number_____

Name of police department_____

Weather condition(s)_____

5. Vehicle/Aircraft identification (number 1)

Name of owner _____

Address _____

Phone (H) _____ (W) _____

N Number (or TAG & state) _____

Year & Make

Model _____

Serial number

(VIN) _____

6. Vehicle/Aircraft identification (number 2)

Name of owner _____

Address _____

Phone (H) _____ (W) _____

N Number (or TAG & state) _____

Year & Make

Model _____

Serial number

(VIN) _____

7. Name of Witness

Address

Phone (H) _____ (W) _____

8. Name of Witness

Address

Phone (H) _____ (W) _____

9. Remarks or additional information _____

10. Signature _____ Date _____

EXHIBIT B**RULES FOR VEHICLES OPERATING AND PARKING ON THE AOA**

1. "Follow-Me" fueling trucks, maintenance vehicles, escort vehicles, tugs, tows, and other surface vehicles are authorized in the AOA. The intent is to allow aircraft to move unimpeded within the areas designed for aircraft operations. Two-way radio contact with the CATF/UNCOM is required of all vehicles operating within the AOA. Vehicles following an aircraft are cautioned to follow at a safe distance to preclude damage to them from jet blast, prop wash, fumes, etc. If a pilot request guidance service, however, a "Follow-Me" or maintenance vehicle may be directed to lead the aircraft to his parking area.
2. The crossing of runways and taxiways will be permitted only to those persons charged with the express responsibility to manage or maintain the airport and aircraft service vehicles (e.g., tugs).
3. All other vehicular traffic must use perimeter roads.
4. No person shall operate any vehicles in a careless or negligent manner, or in disregard for the safety of others, or in excess of posted speed limits or 25 MPH. All aircraft have right-of-way over all surface vehicles.
5. There will be no vehicle left running while unattended in any AOA.
6. All persons operating a vehicle on the airport shall have a valid driver's license for the class of vehicle they are operating.

VEHICLE PARKING

1. At no time may a vehicle of any type be parked, stopped, or allowed to stand on the main roads, the perimeter road, the terminal access road, or cargo entrance drive from the Terminal Circle Drive to the Terminal ramp.
2. No unauthorized or non-essential vehicle may be parked/stored within any airport-fenced area.
3. Parking on grassed or landscaped areas is prohibited unless authorized by the Authority or its representative. Exceptions include; unusual circumstances, special events (i.e. shows), and when temporarily parking next to a hangar while flying your aircraft.
4. There shall be no parking of any vehicle in, or on, any Emergency access lane.
5. If a vehicle breakdown has occurred, parking is only allowed for those minor repairs necessary to effect removal of the vehicle from the AOA.

**USE OF AIRPORT OPERATIONAL AREA BY GROUND VEHICLES
BY TENANTS:**

1. Except for vehicles driving to or parking at tie-downs or hangars, all vehicles operating on the AOA shall display an amber flashing beacon for day/night operations or an orange and white checkered flag for daylight only operations. Before entering any taxiway, all vehicles shall contact the CTAF/UNICOM operator for traffic information and continue to monitor the CTAF/UNICOM.
2. Before crossing any runway, all vehicles shall contact the CTAF/UNICOM operator for traffic advisory information and to announce their intentions. Upon receiving the advisory, the vehicle driver will insure by personal observation that no aircraft is approaching his position before crossing the runway. All vehicles operating on the airport property between the hours of sunset and sunrise shall have fully operating headlights and taillights that are visible from at least five hundred (500) feet.
3. A vehicle may not cross the path of a taxiing aircraft.
4. All vehicles shall pass to the rear of a taxiing aircraft, on the field side of parked aircraft, and shall pass no nearer than twenty feet (20) horizontal distance from any part of the aircraft.
5. Upon challenge or inquiry, any person that exercises any type of control over a vehicle, or any part thereof, shall provide the Airport Manager or his designee satisfactory evidence of ownership or permission to exercise such control.
6. During the daylight hours, all vehicles shall display an orange and white checkered flag (3x3 – one foot square checkers) clearly visible from all directions. In place of the flag during the day, and in all cases during the night, the vehicle shall have an operating amber flashing or rotating warning light mounted such that it is visible from all directions. The amber beacon shall be operational at all times the vehicle is within the safety area of any taxiway or any runway except those vehicles parked at tie-downs.

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EXHIBIT C

Location of Designated Areas for Self-Maintenance.

EXHIBIT D

PROCEDURE FOR OBTAINING A SELF-FUELING PERMIT

There are three levels of Self-Fueling permits:

Level 1: Auto gas – permit required with no fee.

Level 2: AVGAS, non-metered – permit required with no fee.

Level 3: AVGAS or Jet Fuel, metered – permit required and pay a flowage fee.

Any Person wishing to supply and dispense fuel into its own aircraft at the Airport must do so using their own employees and their own equipment, and they must obtain a self-fueling permit from the Authority. Applications for self-fueling permits are available at the Airport Manager's office.

The procedure for obtaining a self-fueling permit is as follows:

- a. Submit a completed self-fueling application to the Airport Manager with the required approvals shown below (Levels 1, 2 & 3).
- b. Complete the approved self-fueling training course conducted by the Fire Marshall or the Airport Manager (Levels 1, 2 & 3).
- c. Obtain approval from the Fire Marshall for equipment to be used in the self-fueling operation (Levels 1, 2 & 3).
- d. Obtain any general liability insurance coverage on the fueling equipment to be used that the Authority reserves the right to require (Level 3).
- e. Pay the annual permit fee as determined by the Authority of \$50.00 and Level 3 shall pay a flowage fee.

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EXHIBIT E

Traffic Pattern Pictorial.

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EXHIBIT F

Location of Self-Fueling Area

EXHIBIT G**AERIAL APPLICATORS GUIDELINES**

The Operator shall comply with all current and future government regulations concerning the handling, storage, and application of pesticides. Wastewaters containing pesticides are generated by various routing aerial applicator activities including washout of aircraft spray tanks and empty pesticide containers and wash down of plane exteriors and spills. These and other pesticide wastes must be controlled and prevented from entering surface water such as ponds, streams or lakes, or ground waters below the surface that may supply wells in the area. Approved methods to control these wastes are contained in the following guidelines. All aerial applicators using the Airport will construct and maintain the following minimum facilities for their operation, unless otherwise provided by the Authority:

- a. Wash Pad – A pad 50' x 50' will normally provide adequate space for loading, wash down and other activities for one plane. It should be built of some impervious material such as asphalt or concrete, and graded in such a manner as to direct wash waters into an evaporation pond that will not allow the wastewater to seep downward into the groundwater. The pad pond facility should be located so that rainwater runoff will not flood it. If this is not possible, dikes or ditches must be placed up grade from the facility to carry rain runoff around the facility.
- b. Evaporation Pond
 1. Size Determination – The pond size needed will depend on how the waste water is to be disposed. If the water is to be hauled to an authorized disposal site, the pond need only be large enough to contain all waste water generated between hauls, plus allowance for a minimum free board of one foot. Or, if the wastewater is to be evaporated, the pond must be of sufficient size to hold the amount of wastewater expected to be generated annually. To avoid the expense of constructing a larger than necessary pond, it is recommended that the Operator reduce the volume of wastewater generated. This may be accomplished by using the water generated in drum washout for dilution of similar spray materials, or by using a high pressure sprayer to wash down the plane's exterior and spills. It has been found that by using these and other conservation techniques, the wastewater volume will be much less than 100 gallons per day per airplane during peak spraying periods.

If evaporation is to be used to dispose of the waste, the water depth of the pond needs to be kept at a minimum so that the pond is exposed to direct sunlight, so that natural winds are not obstructed by trees or other barriers and so that no oil is allowed to accumulate on the pond's surface. (An oil film on the pond surface may be disbursed by adding a small amount of detergent to the pond water).

2. Pond Liner – To prevent the wastewater that collects in the pond from seeping into the groundwater below the pond, it must be lined with some impervious material. The following summarizes two alternative approaches:

<u>Material</u>	<u>Installation Restrictions</u>	<u>Information to be Submitted if Selected</u>
<u>Plastic Liner</u> (Polyethylene not acceptable lining material)		
PVC (PolyVinyl Chloride)	10 mil minimum thickness Buried to avoid sunlight	Depth to groundwater Specify thickness used
CPE (Chlorinated Polyethylene)	10 mil minimum thickness	Depth to groundwater
<u>Drilling Clay</u>		
Bentonite or Montmorillonite	Minimum application rate of 31 lbs. SF; disked or tilled, and rolled or compacted	Depth to groundwater Specify which clay used and trade name; Specify application rate

3. Pond – The pond floor should be graded as level as is possible so that the daily volume of wastewater entering the pond will spread over the entire floor area rather than collect in low spots or corners. This will provide for the maximum wastewater surface area and minimum water depth which will accelerate evaporation.

If a plastic pipe is used to drain the pad into a plastic-lined pond, a plastic solvent can be used to join and seal the pipe to the liner. If a metal pipe is used, a clamp should be used to seal the pipe to the plastic liner.

It should be noted in the typical site plan that in addition to the pipe draining to the pond, a second pipe or outlet is necessary to divert rain that falls on the pad to natural drain ways outside the pond. This drain should be opened and the drain to the pond closed when the wash pad is not in use or is unattended, to avoid accidental flooding of the evaporation pond. This drain should be closed and the drain to the pond open when the wash pad is in use. A ball that fits snugly into the pipe openings can be used to plug one drain or the other or, preferably, a valve can be installed in the drain line. Other, equally effective, approaches of diverting wash water to the pond and rain water runoff to natural drain ways, including the use of sumps and pumps, may be used.

4. Operating Procedures – If a clay-rich soil liner or drilling clay liner is used, it should be kept moist at all times during its active life. Two hundred pounds of chlorinated lime must be added to the pond three times a year, to help chemically destroy the active pesticide residue.

5. Closing Procedures – Upon abandonment or indefinite discontinued use of the facilities, the pond should be closed in the manner outlined below:
 - a. If the pond contains a substantial amount (i.e., more than six inches) of water, the water must be removed to a Class I disposal site.
 - b. Two hundred pounds of lime should be spread over the pond floor and sides.
 - c. The pond excavation should be filled in with clay-ey soil, compacted and graded to provide a slight crown to avoid ponding and to allow for settling.
 - d. The surface should be seeded with a hardy native grass to minimize erosion. A typical site plan drawing and waste pesticide control system cross-section is attached. **(The typical site plan drawings & cross-sections were NOT attached to the old Minimum Standards.)**

6. Man proof Fence – It is required that the pond be enclosed by a “man proof fence”, typically a six-foot chain-link fence topped with two strands of barbed wire, to reduce the risks of contact with the pesticide wastes by children, pets or livestock.

7. Pesticide Container Disposal – EPA Guidelines require that all pesticide containers be triple rinsed before being transported away from the site or otherwise disposed of. A wash tank constructed of a section of concrete pipe with one end cemented to form the bottom of the tank, and a drum holding rack constructed of angle iron can facilitate this washing. The washings drain from the drum or container into the concrete tank and can then be used to dilute other spray material of the same nature, thereby reducing the volume of wastewater generated.

Paper containers should be opened flat, lain on the operation pad with the inside up, and thoroughly rinsed, insuring that the washings drain to the evaporation pond. After rinsing, these paper containers should be placed in a sanitary landfill. Drums and plastic containers, after being triple rinsed, may be recycled to the manufacturer, sold for scrap, or placed in a sanitary landfill.

8. Monitoring of Pond Performance – Depending on the adequacy of the pond liner, proximity to groundwater, potability of groundwater, sandiness of the soil underlying the pond and other factors, a monitoring well might be required to detect wastewater that may seep from the pond. Aerial Applicators should discuss this subject thoroughly with the Airport Manager and with qualified personnel of the State Department of Agriculture and the Cooperative Extension Service.

9. Use of Chemical Wash down Area – The wash down pad/pond combination area will be utilized for all aircraft loading, wash down and pesticide/chemical mixing, transfers, etc. Chemical/Fertilizer trucks are not permitted on any other hard-surfaced airport areas. Present design is not adequate for support of these vehicles and any offender will be charged for pavement damage caused by these vehicles.

The running of aircraft to rinse aircraft spray tanks is a hazardous practice from both an environmental and safety standpoint and is to be avoided unless absolutely necessary. The use of a pressure attachment which uses high-pressure water from existing facilities or those provided by the Aerial Applicator will be used for these purposes.

10. Adequate Facilities and Equipment – Any Aerial Applicators using the airport will provide adequate ground facilities and equipment for the safe containment, storage, handling and safe loading of all toxic materials.

11. Itinerant Aerial Applicators – An itinerant Aerial Applicator is one using an airport for 30 day or less in a calendar year.

Prior arrangement will be made with the Airport Manager by this type of applicator to insure the minimum feasible water or air pollution. All operations for disposal of waste pesticide materials will be in accordance with the product label instructions and in a manner which will prevent unsafe human and environmental exposure.

Where wash down pad/pond facilities are available, these facilities must be used in accordance with terms and conditions set forth by the Airport Manager.

CAUTION: The methods of pesticide containment described here may not be acceptable to the U.S.E.P.A. or to other state and local regulatory procedures. Aerial applicators should insure that the correct procedures are followed per the Airport Manager's direction.

- c. The Operator shall provide, and have based on his leasehold, not less than one (1) owned or leased airworthy aircraft suitably equipped for, and meeting all the requirements of, the Federal Aviation Administration and any applicable regulations of the State with respect to the type of operations to be performed.
- d. The Operator performing the services under this category will be required to carry the following types of insurance in the limits specified:

1. Aircraft Liability

Bodily Injury (Each Accident)

\$300,000 each person

\$1,000,000 for more than one person

Property Damage

\$1,000,000 each accident

2. Comprehensive, Public Liability and Comprehensive Property Damage:

Bodily Injury (Each Accident)

\$300,000 each person

\$1,000,000 for more than one person

Property Damage

\$1,000,000 each accident

3. Hangar Keeper's Liability, as applicable:

\$1,000,000 each accident

4. Products' Liability, as applicable:

\$1,000,000 each accident

- e. The Operator must provide, by means of an office or a telephone, a point of contact for the public desiring to utilize Operator's services.
- f. The Operator shall have in his employ, and on duty during the required operating hours, trained personnel in such numbers as may be required to meet these guidelines in an efficient manner, but never less than one person holding a current Federal Aviation Administration commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed, and one other person to assist in the loading, servicing and handling of aircraft.
- g. Itinerant Specialized Commercial Flying Services Operators desiring to utilize the Airport for a period less than 30 days will operate in accordance with the Airport Manager's direction. Minimum requirements will include proof of insurance in the amounts given in 3 above and landing fee payments as set by the Authority.