

*Rising Above.*



# Wilkes-Barre/Scranton International Airport

## MINIMUM STANDARDS

FOR

## AIRPORT AERONAUTICAL AND NON-AERONAUTICAL SERVICES

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## I. Purpose & Policy

These Minimum Standards are created in accordance with Federal Aviation Administration Advisory Circular No. 150/5190-7 (and as amended).

The Wilkes-Barre/Scranton International Airport (“Airport”) agrees to make available the opportunity to engage in commercial aeronautical activities by persons, firms, or corporations that meet reasonable minimum standards. It is the purpose of imposing these Minimum Standards to ensure safe, efficient, and adequate levels of operations and services are offered to the public, protecting airport users from unlicensed and unauthorized products and services, maintaining and enhancing the availability of adequate services for all airport users, promoting the orderly development of airport land, ensuring the economic health of all on-airport operators, and ensuring efficiency of operations. The purpose of these Minimum Standards does not imply a right to provide services. These Minimum Standards will be periodically updated and revised as activity or demand for various services changes over time, in such a manner and to such extent as is deemed appropriate by the Airport.

The Airport will apply these Minimum Standards objectively and uniformly to all similarly situated on-airport aeronautical service providers. In accordance with these objectives, the Airport will approve or deny airport users the opportunity to conduct aeronautical activities at the Airport based on these standards. Denials may be reviewed by the FAA for compliance with the Airport’s grant assurances, at the Airport’s sole discretion.

As a non-hub primary commercial service airport, the Airport’s Minimum Standards are based on the current situation of airport users and providers as well as various assumptions of what level(s) of aeronautical activity the market will bear in the community in which the Airport resides. These Minimum Standards may be revised at any time to ensure they are up to date with the current Airport circumstances and current regulations.

The following sections set forth the Minimum Standards for an entity (individual, company, or joint venture, etc.) interested in engaging in one or more activities at the Airport. These Minimum Standards are not intended to be all-inclusive of every requirement to begin or maintain operation of an aeronautical or non-aeronautical activity at the Airport. Any entity engaging in an activity at the Airport will also be required to comply with all applicable federal, state, and local rules and regulation pertaining to such activities.

It is the policy of the Airport to extend the opportunity for providing an aeronautical or non-aeronautical service to any entity meeting the Airport’s Minimum Standards for that service, subject to availability of suitable space at the Airport to conduct such activities. The Airport’s Master Plan (as approved by the FAA) provides the basis for determining whether suitable space is available for aeronautical activities. The Airport reserves the right to solicit requests for proposals and to make determinations and choices of suitable operators based on solicited proposals, to fill any fixed based operator or specialized aeronautical services operator open positions that the Airport deems as necessary operators.

## II. General Information

A. In all cases where the words “standards” or “requirements” appear in this document, it shall be understood that they are modified by the word “minimum” except where a “maximum” is clearly identified. Determinations of what constitutes an acceptable “minimum” and compliance with the Minimum Standards shall be made by the Airport in its sole discretion. The Federal Aviation Administration (FAA) may be consulted prior to any decision or determination by the Airport to ensure compliance with the Airport’s grant assurances and to ensure that the Airport is in-line with current FAA interpretation. No entity or operator will be allowed to occupy land and/or improvements or engage in aeronautical or non-aeronautical activities at the Airport under conditions less than the “minimum.”

B. These Minimum Standards apply to any person or entity that provides, or proposes to provide, one or more product or service at the Airport, except that no provision of these Minimum Standards shall be deemed to prohibit any person from performing maintenance and fueling with respect to their own aircraft with their own employees, except for restrictions imposed in various hangar rental agreements. Activities may exist which are too varied to reasonably permit the establishment of specific minimum standards for each activity. When specific activities are proposed which do not fall within the categories in the Minimum Standards, appropriate minimum standards will be developed on a case-by-case basis and incorporated into any Agreement relating to the occupancy/use of Airport land and/or improvements, taking into consideration the needs of the operator, the existing land-use plans and operational plans of the Airport, and the public interest in, or demand for, such activities.

C. If one or more clauses, sections, or provisions of the Minimum Standards shall be held to be unlawful, invalid, or unenforceable by final judgment of any court of competent jurisdiction, the invalidity of such clauses, sections, or provisions shall not in any way affect the other clauses, sections, or provisions of these Minimum Standards.

D. These Minimum Standards shall apply uniformly to all operators on the Airport. Any existing operator that is not currently in compliance with these standards at the time of their adoption shall be given a reasonable time, in the Airport’s sole discretion, to bring their operation or standards into compliance with these standards.

E. Anything herein to the contrary, notwithstanding the adoption of these Minimum Standards, shall neither be deemed to modify any existing agreements between the Airport and operators, who by such agreements, are required by the terms thereof to exceed these Minimum Standards, nor shall it prohibit the Airport from entering into and enforcing agreements which require operators to exceed these Minimum Standards in the future.

F. The Airport reserves the right to prohibit any entity from using the Airport land/property or engaging in activities at the Airport upon determination by the Airport that such entity has not complied with these Minimum Standards or has otherwise jeopardized the safety of other entities utilizing the Airport or the land and/or improvements at the Airport. If the Airport Director (as defined below) determines that any of these Minimum Standards have been violated by any entity operating on the Airport and that the matter cannot be resolved satisfactorily by notice to, and discussion with, the offending entity, then the Airport may take formal action against the offending entity. Such action shall be at the sole discretion of the Airport.

G. The Airport reserves the right to waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit and/or public services to the aircraft industry, performing emergency medical or rescue services to the public by means of aircraft, performing fire prevention or firefighting operations, or performing law enforcement operations. The Airport further reserves the right to waive all or any portion of these Minimum Standards for non-government entities/operators when the entity or operator is solely engaged in performing emergency medical or rescue services to the public by means of aircraft, performing fire prevention or firefighting operations, or whenever the Airport, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation.

H. The Airport reserves the right to make such other additional rules and regulations as in its judgment may from time to time be necessary for the operations at the Airport.

I. The Airport reserves the right to adopt amendments to these Minimum Standards as it determines necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public or the operation of the Airport.

J. The operation of the Airport is subject to the various requirements imposed by the Federal Aviation Act of 1958, as amended, and the regulations imposed by the Federal Aviation Administration and regulations imposed by other federal agencies. The foregoing requirements and regulations shall take precedence and supersede these Minimum Standards should they contradict or conflict with these Minimum Standards solely to the extent that they contradict or conflict.

K. Upon approval by Bi-County Airport Board of the Airport of these Minimum Standards, any reference in any agreement to prior standards shall be deemed to be a reference to these Minimum Standards.

### III. Definitions

The following definitions have the indicated meanings as used throughout this document.

***Aeronautical Activity or Aeronautical Service*** – means any activity, other than commercial air carriers, which renders any service or function that produces revenue or valuable consideration to the person and/or persons or company/corporation providing the service and which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot flight training, aircraft rental, sightseeing aircraft operations, aircraft lease back, aircraft flight simulator, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra-light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and aircraft storage.

***Agreement*** – (Agreement, Lease, or Lease Agreement) – any written agreement between the Airport and an Operator, specifying the terms and conditions under which the Operator may conduct Aeronautical Activities or Non-Aeronautical Activities. Such Agreements recite the terms and conditions under which the activity will be conducted at the Airport.

***Air Cargo Services Operator*** – either an Air Cargo Handler or Cargo Warehouse Operator as defined in Section IV.F.9.

***Air Carrier*** – the aircraft and associated operator of commercial scheduled aircraft operating under a FAR Part 121 Air Carrier Certificate.

***Airframe and Power Plant Maintenance*** – the commercial operation of providing airframe and power plant services, which includes service, repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers, and aircraft appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts, avionics, and accessories.

***Airframe and Power Plant Mechanic (A&P)*** – A person who holds an FAA aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.

***Aircraft*** – any device used or designed for navigation or flight in the air and requiring a FAA operator certificate (according to Federal Rules & Regulations) including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

***Air Charter or Air Taxi*** – the commercial operation of providing air transportation of person(s) or property for hire on an on-demand basis, operating under FAR Part 135 regulations and not including FAR Part 121 air carriers.

***Aircraft Fuel*** – all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

***Aircraft Operator*** – a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft.

***Aircraft Owner*** – the FAA registered owner of an aircraft, or their authorized designee.

***Aircraft Parking and Storage Areas*** – those hangar and apron locations of the Airport designated by the Airport Director for the parking and storage of aircraft.

***Aircraft Refueling*** - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft.

***Aircraft Rental*** – the commercial operation of renting or leasing aircraft to the public for compensation.

***Aircraft Sales*** – the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

***Airport*** – (Wilkes-Barre/Scranton International Airport, AVP) – all of the real or personal property, building, facilities, and improvements owned jointly by the Counties of Luzerne & Lackawanna Pennsylvania within the boundaries of land commonly known as the Wilkes-Barre/Scranton International Airport, as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. “Airport” includes all of its facilities as shown on the most current and future Airport Layout Plan. All real property, buildings, facilities, and improvements within the exterior boundaries of the Airport as it now exists on the appropriate Airport Layout Plan or as it may hereinafter be extended, enlarged or modified. Also may refer to the Management/Administrative Staff of the Wilkes-Barre/Scranton International Airport, including the Airport Director and his staff.

***Airport Director*** – the person designated by the Bi-County Airport Board of the Airport as the primary person responsible for the day-to-day running of the Airport.

***Airport Movement Area*** – the runways, taxiways and other areas of an airport that are utilized for taxiing, takeoff, and landing of aircraft.

***Airport Transportation Services for Hire***- non-stop sightseeing flights, flights for aerial photography or survey, aerial application, firefighting, power line inspection etc., underground cable location/inspection etc., pipeline inspection/patrol, banner towing, or any other miscellaneous activities directly related to air transportation services for hire (such as helicopter operations in construction or repair work).

***Airport Operations Area (AOA)*** – the area of the Airport used for aircraft landing, takeoff, or surface maneuvering including the areas around hangars, navigation equipment, and communication facilities.

***Airport Security Plan (ASP)*** – The plan required by the Transportation Security Administration which defines how the Airport will adhere to and maintain the security requirements of 49 CFR Parts 1542 and 1544.

***ALP*** – the currently FAA approved Airport Layout Plan depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, nav aids, etc.

***Applicant Operator*** – any person or entity who applies to the Airport or plans to apply to the Airport, but has not yet received approval, to operate a FBO, SASO, or conduct other Aeronautical Activity at the Airport.

***Apron*** – those areas of the Airport within the AOA designated for the loading, unloading, servicing, or parking of aircraft.

***Aviation Service Provider*** – an individual, company, corporation, government or governmental subdivision, partnership, association, or any other legal entity providing Aeronautical Services at the Airport.

***Avionics Sales and Maintenance*** – the commercial operation of providing for the sale, repair, service, or installation of aircraft radios, instruments, and accessories.

***Based Aircraft*** – an aircraft which the owner physically locates at the Airport for an undetermined period of time, but at least more than 30 days, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for long-term storage (i.e., more than 30 days).

***Commercial Aircraft Operation*** - the operation of an Aircraft for hire in order to transport person(s) or property on an on-demand basis and operating under FAR Part 91 rules and regulations.

***Exclusive Right*** – a power, privilege, or other right excluding or debarring another person or entity from enjoying or exercising a like/similar power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by other means. The granting of an Exclusive Right to conduct an aeronautical activity on an airport developed or improved with federal funds is expressly forbidden by law.

***Federal Aviation Administration (FAA)*** – the federal aviation agency established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation. “FAA” also means the Federal Aviation Administration.

***Federal Aviation Regulations (FAR)*** – regulations published by the FAA that govern the operation of aircraft, airways, airports, and airmen. “FAR” also means Federal Aviation Regulations.

***Fixed Base Operator (FBO)*** – a “full service” commercial aeronautical business that is authorized to engage in the primary activities of aircraft refueling, airframe and power plant maintenance, flight training, and a minimum of three (3) of the following secondary activities: aircraft rental, aircraft charter or air taxi, avionics sales and service, aircraft sales, aircraft storage/hangar rentals.

***Flying Club*** – a non-commercial and nonprofit entity established to promote flying, develop skills in aeronautics, and promote the awareness and appreciation of aviation requirements and techniques, organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft must be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than the cost to operate, maintain, and replace the aircraft.



**Fueling Operations** – means the transportation, storage, and dispensing of fuel into aircraft.

**Fueling or Fuel Handling** – the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

**Fuel Storage Area** – any portion of the Airport designated temporarily or permanently by the Airport Director as an area in which aviation or motor vehicle fuel, or any other type of fuel or fuel additive, may be stored or loaded.

**General Aviation** – all phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations. May also be generally referring to the operation of small/private or business/corporate aircraft of any type.

**General Aviation Apron** – a paved area of the Airport designated and used for taxiing, parking, and loading/unloading of Aircraft that is not designated for use by Air Carrier Aircraft. May also be referred to as a “general aviation ramp.” May also include cargo aprons/ramps.

**Hazardous Material** - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise generally considered hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, or commission.

**Lease** – the agreement/document authorizing the use of Airport owned land, building(s), equipment, or facilities.

**Lessee** – the holder or an agreement with the Airport authorizing the use of Airport owned land, building(s), equipment, or facilities.

**Limited Aircraft Services and Support** - limited aircraft, engine, or accessory support (for example: washing, cleaning, painting, upholstery, etc.) or other miscellaneous activities directly related to aircraft services and support.

**Minimum Standards** – the operational standards and qualifications which are established by the Airport as the minimum requirements to be met as a condition for the privilege and right to conduct an Aeronautical or Non-Aeronautical Activity on the Airport. All operators are encouraged to exceed the minimums; none will be allowed to operate under conditions below the minimum.

**Miscellaneous Commercial Services and Support** - skydiving operations, ground schools, simulator training, charter flight coordinators, aircraft or aviation management, or any other miscellaneous activities directly related to supporting or providing support services for a commercial activity.

**Non-Aeronautical Activity**-means any commercial activity, other than aeronautical activities, that is conducted at the Airport. These activities include, but are not limited to, restaurants, car rental agencies, industrial parks, land development, snack bars, newsstands or non-aviation manufacturers.

**Non-Movement Area** – specifically designated portions of the AOA that may include aircraft loading ramps/aprons and aircraft parking areas.

**NOTAM** – Notice to Airmen. A notification (or notification system) to alert pilots of the conditions at airports and other locations within the National Airspace System, as established by the FAA.

**Operational Areas:**

1. **Landside** – those areas of the Airport outside the security fence where aircraft movement or operation does not occur.
2. **Airside** – those areas of the Airport inside the security fence where aircraft movement or operations occur, i.e., runways, taxiways, aprons, safety areas, tie-down areas, & hangar areas.

**Operator** – a person or persons, company, joint venture, partnership, or corporation engaging in any Aeronautical Service on the Airport. An Operator may be classified as either a Fixed Base Operator (FBO) or a Specialized Aeronautical Service Operator (SASO). May also mean Aviation Service Provider.

**Owner** – the Counties of Luzerne & Lackawanna, d/b/a Wilkes-Barre/Scranton International Airport.

**Person(s)** – an individual, corporation, firm, partnership, association, organization, or any other group acting as an entity, to conduct business on the Airport. Person includes a trustee, receiver, assignee, or similar representative.

**Repair Station** – a Federal Aviation Administration certificated entity holding a FAA operating certificate utilized for the repair of aircraft. Activities may include repair and maintenance of airframes, power plants, propellers, radios, instruments and accessories.

**Restricted Area** – Any area of the Airport posted to prohibit entry or to limit entry or access to specific authorized persons.

**Roadway** – any street or road whether improved or unimproved, within the boundaries of the Airport, and designated for use by ground vehicles.

**Security Identification Display Area (SIDA)** - special security area designated by an airport operator to comply with Federal Aviation Administration requirements directed by Federal Aviation Regulation (FAR) part 107.205

**Self-Service** – aircraft refueling, repair, preventive maintenance, towing, adjustment, cleaning, and general services performed by an Aircraft Owner or his/her employees on his/her aircraft with resources supplied by the Aircraft Owner.

**Specialized Aeronautical Services Operator (SASO)** – a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include, but are not limited to the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental, air cargo services and aircraft sales.

***Self-Fueling*** – the commercial operation of an unmanned stationary fuel tank and dispensing equipment for general use via a payment card reader. This includes the operations of anyone utilizing this type of equipment to provide fuel for sale or reuse.

***Sublease*** – A written agreement, approved by the Airport, stating the terms and conditions under which a third party Operator leases space from a Lessee for the purpose of providing Aeronautical Services at the Airport. Note: No Lessee is required by the Airport to sublease any space to another Operator. Subleasing is at the discretion of the Lessee, with final approval by the Airport.

***Taxilane*** – the portion of the Airport Apron area, or any other area, used for access between taxiways and aircraft parking or storage areas.

***Taxiway*** – a defined and alphanumerically designated path established by the Airport, marked and lighted in accordance with FAA standards, and approved by the FAA for the taxiing of aircraft from one part of the Airport to another.

***Vehicle Parking Area*** – any portion of the Airport designated and made available temporarily or permanently by the Airport for the parking of automotive motor vehicles.

#### IV. Requirements & Standards

##### **A. FAR Part 91 Aircraft Operations – Not for Hire (Also Including Military Operations) & FAR Part 121 Aircraft Operations**

As the Airport is a public airport governed by FAR Part 139 and FAA Grant Assurances, non-commercial FAR Part 91 aircraft operations and military aircraft operations are generally allowable without a Lease or other agreement with the Airport as long as such operations are not for hire or are governmental in nature, do not require special handling by the Airport, and are generally handled as a routine operation by an FBO or SASO on the Airport. These operations are allowed to utilize the Airport's runways, taxiways, and General Aviation Aprons as long as their operators pay any and all user fees established by the Airport (such as landing fees and parking fees) to the Airport or its designated agent for the collection of such fees. FAR Part 121 Air Carrier Aircraft operations require a specialized operational agreement with the Airport and are not included in these Minimum Standards.

##### **B. Minimum Standards for All Aviation Service Providers**

The following standards shall apply to all Aeronautical Activities at the Airport, except as noted in paragraph "A." above. An Operator engaging in any Activity at the Airport must comply with the requirements and standards of this section plus the Minimum Standards for each specific activity as further indicated herein.

1. No individual or Entity shall operate commercially, or perform an aeronautical activity from the Airport, without entering into a written operating agreement with the Airport and entering into either a lease agreement with the Airport or receiving approval from the Airport to sublease land and/or improvements from an authorized Lessee.
2. Leases between the Airport and any Operator shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold.
3. The Applicant Operator shall have such business background and shall have demonstrated his/her business capability to the satisfaction of, and in such manner as to meet with the approval of, the Airport.
4. Activities not explicitly identified in the Minimum Standards are restricted at the Airport unless the Airport provides written authorization.
5. Any Applicant Operator seeking to conduct an Aeronautical Activity at the Airport should demonstrate that they have adequate financial resources to meet the Minimum Standards for their planned activity at the Airport and to realize the business objectives agreed to by the Airport and the Applicant Operator. The Applicant Operator shall provide a financial statement of sufficient detail and credibility to allow the Airport to make a judgment regarding the adequacy of the Applicant Operator's financial resources.

6. Unless otherwise specified herein, or within a Signatory or Non-signatory air Carrier agreement, the Applicant Operator shall 1) lease building or hangar space from the Airport meeting the specified requirements of their planned Aeronautical Activity; 2) lease ground space from the Airport, on which shall be erected a building by the Applicant Operator or other designated entity; or 3) sublease, with Airport approval, from an entity which has an existing building or hangar, to include space as defined in the following minimum standards for each specific Aeronautical Activity.

7. The Applicant Operator shall have his/her premises open and services available at least eight (8) hours per day, five (5) days per week, fifty-two (52) weeks per year for any specific Aeronautical Activity, unless another period of time is specified herein or the Airport determines that the specific activity does not require such minimum availability, and shall make provisions for someone to be in attendance in the office of the Operator at all times during the required operating hours.

8. The Aviation Service Provider shall maintain, at a minimum, the coverages and policy limits set forth on Attachment B – “Schedule of Minimum Insurance Requirements.” All Applicant Operators shall demonstrate the Airport satisfactory evidence of its ability to acquire insurance coverage as stipulated for each particular type of operation/activity. Insurance policies shall be maintained in full force and effect during all times of existing leases, agreements, business licenses, or renewals or extensions thereof, with a 30-calendar day notice of cancellation to the Airport Director. The Airport shall be named as Additional Insured on all policies carried by the Aviation Service Provider related to their business at the Airport.

9. The Aviation Service Provider (and/or appropriate personnel) shall obtain and comply with, at its/their sole expense, all necessary licenses, permits, certifications, and/or ratings required for the Operator’s activities at the Airport as required by the Airport or any other duly authorized agency prior to engaging in any Aeronautical Activity at the Airport. Upon request, the Operator will provide copies of such licenses, permits, certifications, and/or ratings to the Airport.

10. Any construction required of an Aviation Service Provider shall be in accordance with design and construction requirements of the Airport and Federal, State, and local regulations and applicable codes. All plans and specifications shall be submitted to the Airport Director for approval. The Operator shall be responsible for securing all necessary permits prior to construction, at the Operator’s sole expense.

11. Aviation Service Providers except Air Carriers, shall provide adequate paved auto parking spaces in accordance with Airport standards within the leased area sufficient to accommodate all activities and operations for customers and employees. Additionally, Aviation Service Providers requiring certain access in order to adequately operate their business may be required to provide a paved aircraft apron or other paved areas to accommodate aircraft movement from their leased area to a taxiway or other paved area on the Airport. The Airport may choose to participate or not to participate in the financing or construction of any of these paved areas, at its sole discretion.

12. Aviation Service Providers shall provide a performance bond to ensure the completion of any building or facility to be erected on a leasehold, as the Airport may request.
13. Aviation Service Providers shall engage in Aeronautical Activities in accordance with all applicable Federal, State, local, and Airport rules, regulations, and laws including these Minimum Standards, all as may be in effect at any time and as revised from time to time.
14. Aviation Service Providers shall have the responsibility to pay any fine(s) levied against the Operator, the Airport, or their representatives, officers, officials, agents, and volunteers as a result of the Operator's failure to comply with any applicable Federal, State, local, or Airport rule, regulation, or law.
15. Aviation Service Providers shall, at their own expense, pay all taxes, fees, and charges that may be levied, assessed, or charged by any duly authorized agency.
16. Aviation Service Providers shall demonstrate that they own, lease, or otherwise have sufficient access to all equipment required to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Airport. All equipment must be maintained in good operating condition, good appearance, and in compliance with all applicable safety standards and regulations. The equipment must be painted in a uniform manner with the company name and logo prominently displayed.
17. All vehicles driven on Airport property (except as allowed by applicable escort rules defined in the Airport Security Plan) must have permits and any required registrations, including permits for operation on the AOA, and must be operated by persons with appropriate licenses or permits.
18. All non-management personnel in the AOA or SIDA areas of the Airport shall be suitably uniformed, with the name of the Operator prominently displayed. All personnel in the AOA and SIDA areas of the Airport shall display security badges at all times as required by the Airport Security Plan.
19. An adequate number of qualified and, where applicable, licensed employees shall be on duty at all operational times to provide services consistent with these Minimum Standards.
20. At least one qualified supervisor shall be on duty when any aeronautical service is being performed by any Operator.
21. Each Operator shall establish a written training program to ensure that all employees are thoroughly trained and qualified to perform the tasks to which they are assigned. The training program shall contain detailed instruction in proper operating procedures for each job classification. Upon request, the Operator shall submit a copy of its written training program to the Airport.

22. All Operators shall comply with all applicable requirements of the Airport's TSA-approved Airport Security Plan and the Airport's FAA-approved Airport Certification Manual (as updated from time-to-time).

23. Each Operator shall provide to the Airport a list of company officials and 24 hour contact information for each. This list shall include a) a corporate representative with administrative, operational, and fiscal authority; b) a local representative with operational authority; and c) the Operator's point of contact for emergency/security incidents.

24. Subleasing and Subcontracting – A SASO may not subcontract any of the services it is authorized to provide. An FBO may not subcontract any of the services it is authorized to provide except with special permission given in writing by the Airport Director. Any FBO, SASO, or other Operator may sublease space to another Operator if such space is available, both parties desire such sublease arrangement, and the sublease is approved by the Airport Director. Under no circumstances is any Operator obligated to sublease to another Operator. An Operator can meet the requirement to lease space if it has a sublease that has been approved by the Airport Director, as required.

25. Combination of Space – With the Airport Director's approval, which will not be unreasonably withheld, to reduce the overall amount of space required, the space requirements set forth for each type of aeronautical service may be adjusted or combined if more than one type of service will be provided by a SASO from the same premises.

### **C. Application Procedures and Qualifications**

An Applicant Operator wishing to provide Aeronautical Services at the Airport shall provide the following information:

1. Demonstration of intent to conduct a business operation at the Airport via written application directed to the Airport Director. The application materials and any subsequent documentation provided to the Airport or any of its representatives are subject to Pennsylvania Public Records Law. The written application shall contain at least the following:

- a. The proposed nature of the business. A business plan should be used to express the proposed nature of the business. (See Attachment A for business plan minimum requirements).
- b. A listing of all parties who own an interest in the business or will appear on leases or other documents as a partner, director, or corporate officer, and those who will be managing the business. The listing shall include the name, address, and telephone number of each person with a controlling interest in the business. For corporations and limited liability companies, the listing shall include the name, address, and telephone number of the corporation's (or limited liability company's) officers and directors. If any listed person also has any business interest in any other business currently operating on the Airport, such facts should be noted in detail.

- c. A current audited financial statement prepared by a Certified Public Accountant. If an audited financial statement is not available, the Applicant Operator should provide enough financial information about the business in order for the Airport to evaluate the financial strength of the business. If the business is new with no prior history, then verifiable letters of credit or investment should be supplied in order to show that the business is credible.
- d. A listing of the assets owned, or being purchased or leased, which will be used for the business at the Airport.
- e. A current credit report (for a corporation or for all principals of a partnership or joint venture) covering all business activities in which the applicant has participated within the past ten years.
- f. A list of personnel, as known, with résumé's, of key personnel to be assigned to the business at the Airport, along with a description of their duties and responsibilities.
- g. Copies of all licenses, permits, and certifications possessed by the applicant or its key employees to be based at the Airport that are required to perform the proposed services. If various licenses, permits, or certifications are pending, list the status of each and indicate anticipated receipt dates.
- h. For at least one principal with an interest in the business, complete an Airport SIDA Application and Application for Fingerprinting. These applications are available from the Airport's Public Safety Office (570-602-2022).
- i. Proof (copy of insurance company letter of intent) of liability coverage for the business operation, flight operations, itinerant aircraft, and operators and premises insurance.
- j. A written authorization for the FAA or any aviation or aeronautics commissions, administrators, and departments of all states in which the Applicant Operator has engaged in aviation business to release information in their files relating to the applicant or its operation. The Applicant Operator will execute such forms, releases, or discharges as may be required by those agencies.
- k. Preliminary plans, specifications, and requirements for any improvements which the Applicant Operator intends to make on the Airport as part of the activity for which approval is sought. This information should also include the total planned investment dollars estimate and details regarding the land or other Airport assets needed for the operation.



1. Each Applicant Operator shall submit a certified check in the amount of \$1,000.00 made payable to the Wilkes-Barre/Scranton International Airport. If the Applicant Operator's application/proposal is rejected by the Airport, the check will immediately be returned. In no case will a check be held more than 90 days. If the Applicant Operator's application/proposal is accepted, the check will be applied to the first month's fee agreed upon. If the Applicant Operator refuses to execute a lease or other operational agreement with the Airport after acceptance of the proposal, the entire check will be retained by the Airport as liquidated damages.
  - m. Such other information as the Airport may require in order to effectively evaluate the Applicant Operator's proposal.
  - n. Where applicable, a copy of any written agreement between the Applicant Operator and an Air Carrier currently serving the Airport, together with a written statement from such Air Carrier to the Airport that the Applicant Operator meets the Air Carrier's standards for the services to be provided to such Air Carrier.
2. The Airport may deny any application of an Applicant Operator to provide aeronautical services or perform aeronautical activities at the Airport if, in the Airport's sole discretion, it determines that any of the following apply:
  - a. The Applicant Operator does not meet any applicable provisions of these Minimum Standards;
  - b. The Applicant Operator has supplied the Airport, or any other person, with false or misleading information or has failed to make full disclosure in its application or in its supporting documents;
  - c. There is no appropriate, adequate, or available space on the Airport to accommodate the Applicant Operator at the time of application;
  - d. The proposed activity would conflict with the Airport's FAA approved Airport Layout Plan or create a safety hazard;
  - e. The proposed activity would require the Airport to spend funds, would likely result in a loss of Airport funds, or would require the Airport to supply funds, materials, or manpower that the Airport would prefer not to spend or supply;
  - f. The proposed activity would require existing operators/Lessee's, without their consent, to reduce the amount of Airport property they use to provide Aeronautical Services, resulting in congestion anywhere within the

Airport boundaries, or would interfere with the orderly activities of existing operators;

- g. The proposed services or activities could be detrimental to the Airport or otherwise result in creating a safety hazard at the Airport, as determined by the FAA;
- h. The Applicant Operator has violated any of these Minimum Standards or any other statutes, regulations, ordinances, laws, or orders applicable to the Airport within the last 10 years;
- i. The Applicant Operator is currently in default, or has been in default in the past, in the performance of any lease or other agreement with the Airport;
- j. The Applicant Operator's financial statement, credit report, or other financial information submitted to the Airport contains information that creates doubt as to the Applicant Operator's abilities to provide the proposed services, meet the operational requirements of the business, and pay the applicable fees required by the Airport;
- k. The Applicant Operator does not have, or cannot demonstrate access to, the operating capital necessary to conduct the proposed operation;
- l. The Applicant Operator is unable to obtain sufficient insurance, financial sureties, or guarantors to protect the interests of the Airport or other appropriate governmental entities;
- m. The Applicant Operator, including any principal in the business, has been convicted of any felony within the last 20 years;
- n. The Applicant Operator's proposal is not in the best interest of the health, safety, welfare, or convenience of the traveling public;
- o. The Applicant Operator is unable to qualify for unescorted access to Secure/Restricted areas as required by 49 CFR Parts 1542.209 and 1544.229 (including criminal history records checks); or
- p. Approval of the proposed activity would be inconsistent with the Airport's obligations under assurances contained in its grant assurances as defined by the FAA.
- q. The proposed operation, airport development, or construction does not comply with the FAA-approved Airport Layout Plan (ALP).

- r. The proposed development or use of land will result in a congestion of aircraft or buildings, or will result in an unjustified interference with the operation of any present tenant/Operator on the Airport.

3. Upon the written request of a Signatory Airline, the Airport Director may, in his or her sole discretion, temporarily permit an Applicant Operator to provide commercial aeronautical services to any Signatory Airline on a temporary basis before the Applicant Operator's application required by this section has been approved by the Airport if a) the Signatory Airline certifies to the Airport Director in writing that there is a vital need for the Applicant Operator's services; b) the Applicant Operator has indeed submitted an application in accordance with these Minimum Standards; c) the Signatory Airline provides (or has provided through another contract or lease with the Airport) indemnification to the Airport for any loss or damage caused by the Applicant Operator at the Airport; and d) the Signatory Airline requests in writing that the Applicant Operator be designated as an "affiliate" in their Signatory Airline Operating Agreement with the Airport. Temporary approval for an Operator Applicant to provide services to a Signatory Airline before an Applicant Operator's application has been approved by the Airport shall not extend for more than forty five (45) days. This temporary approval will become null and void if the Applicant Operator cannot meet all security requirements mandated by the FAA and TSA.

**D. Approval Procedures**

1. The Airport shall have sixty (60) days to either approve or deny any Applicant Operator's application/proposal to provide any aeronautical services or conduct any aeronautical activities, as defined herein. All applications will be responded to in writing.

2. Applicant Operators may ask for reconsideration of any application denial within 10 calendar days of the receipt of a denial as long as the reconsideration request is in writing and addresses and mitigates all the reasons for denial outlined in the written denial letter, assuming any reasons were given. If such reconsideration is requested, the Airport will respond to the request within twenty (20) calendar days. After such reconsideration by the Airport, the Airport's decision will be final, with no further internal reconsiderations, except as may be required by the FAA.

**E. Minimum Standards for Full Service Fixed Base Operator (FBO)**

The following sets forth the Minimum Standards for a Full Service Fixed Base Operator (FBO) at the Airport.

1. Leased Premises. A FBO shall provide and/or develop, via lease or other agreement, adequate land, apron, hangar(s), facilities (terminal, office, fuel storage, and shop) and vehicle parking to accommodate all activities of the FBO and all approved sub lessee's, but not less than the following Leased Premises requirements:

- a. Land – The FBO shall rent enough land from the Airport to provide all the buildings and facilities further required by these Minimum Standards.

- b. Aircraft Apron – 30,000 square feet. Apron shall have sufficient weight bearing capacity to accommodate the largest aircraft to be handled by the FBO. Apron area shall have taxi-out capability including taxi clearances meeting current FAA design standards. Connecting taxiways shall not be included in the calculation of required square footage.
- c. Tiedown – FBO must offer adequate tie-down equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure tie-down aircraft as set forth in FAA AC 20-35C FBO must be able to provide tiedown area/service for the aircraft being serviced by the FBO.
- d. Hangar – 12,000 square feet, with door openings of at least 100 feet in width and at least 27 feet in height. Hangar shall be a conventional type hangar capable of accommodating the largest aircraft likely to be serviced by the FBO at the Airport. Hangar can be used for both aircraft maintenance and aircraft storage operations. The hangar must have separate, but connected, terminal/planning/office and maintenance/hangar areas, with separate entrances for both areas. The terminal/planning/office area must be at least 2,000 square feet (which is in addition to the 12,000 square foot maintenance/hangar space) and include adequate space for crew and passenger lounges, a flight planning room, a conference room, administrative offices, and restrooms. The hangar and terminal/planning/office area must conform to all applicable regulations and codes, including Airport security rules, regulations, and design standards. The hangar shall be used exclusively for aeronautical purposes. Non-aeronautical items may not be stored in the hangar. No items shall be sold in any hangar and there shall be no restaurants or vending machines in a hangar unless written permission is obtained from the Airport Director.
- e. Vehicle Parking – Vehicle parking must be provided sufficient to accommodate FBO and tenant customers, passengers, and employees on a daily basis.
- f. Fuel Storage – The FBO shall lease or construct (or otherwise install) and maintain an on-airport above-ground fuel storage facility in a location approved by the Airport. The FBO fuel storage farm shall have the following storage tank capacities:
  - AvGas = 12,000 gallons.
  - Jet A = 40,000 gallons.

Such fuel storage farm shall be designed and constructed to all applicable design standards and shall contain the proper drainage and secondary containment as required by Pennsylvania Environmental Protection Agency and all other applicable rules and regulations.

The FBO shall demonstrate that it has made satisfactory arrangements with an industry-recognized aviation petroleum supplier/distributor for delivery of aviation fuels in such quantity as are necessary to meet the requirements set forth herein and to meet customer demand.

The FBO shall have an approved, written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets Federal, State, local, and the Airport's rules and regulations for above ground fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport Director at least 2 days prior to commencing operations.

The FBO shall provide all required training and maintain all required training records to meet the requirements of the FAA.

2. Equipment. The Airport reserves the right to periodically inspect all equipment used by the FBO and to deny its use on the Airport if the Airport determines that the equipment is not safe or otherwise unfit for use. Such determination shall be based on noncompliance with any applicable NFPA Code or Standard, the Airport's Airport Certification Manual, any applicable Federal or FAA Advisory Circular or FAA Order, and the Airport's observation regarding the equipment's leaking of oil, fuel, or other chemicals that could do excessive damage to Airport pavements or create an explosive hazard. The FBO shall provide at least the following equipment:

- a. Adequate tie-down equipment including ropes, chains, chocks, and other types of restraining devices which are required to safely secure aircraft as set forth in AC 20-35C "Tiedown Sense."
- b. Adequate equipment for recharging or energizing discharged aircraft batteries.
- c. At least one (1) courtesy/crew vehicle to provide transportation of passengers, crews, and baggage.
- d. Aircraft tugs and tow bars with rated draw bar capacities sufficient to meet the towing requirements of the General Aviation and commercial service aircraft normally frequenting the Airport.
- e. Adequate number of approved and regularly inspected dry chemical (and other ratings as needed) fire extinguisher units shall be maintained within the FBO hangar(s), at fuel storage facilities, and on all refueling vehicles.
- f. All equipment necessary for the proper performance of aircraft maintenance in accordance with applicable FAA regulations and manufacturers specifications.

- g. Lavatory servicing cart capable of serving the General Aviation aircraft normally utilizing the Airport, and capable of emptying into the Airport's lavatory dump station.
- h. Appropriate equipment for deicing General Aviation aircraft normally utilizing the Airport.
- i. Fueling Equipment – The FBO shall have at least two (2) operating and fully functional Jet Fuel refueling vehicles with a capacity of at least 5,000 gallons each and at least one (1) fully functional AvGas refueling vehicle with a capacity of at least 1,000 gallons.

All aircraft refueling vehicles shall be equipped with reliable metering devices that meet all applicable requirements for fuel sales and inventory control. At least one (1) Jet fuel refueling vehicle shall have over-the-wing and single point refueling capability. All refueling vehicles shall be bottom loaded. All refueling vehicles will be periodically inspected by the Airport and at least annually by the FAA, ensuring that all refueling vehicles are safe and presentable, in the sole judgment of the Airport, for use on the Airport. The Airport reserves the right to disallow refueling vehicles on the Airport's property that do not meet all applicable standards and safety requirements. The FBO shall provide all training and maintain all required training and vehicle records to meet the requirements of the FAA.

All aircraft refueling vehicles shall be equipped and maintained to comply at all times with all applicable Federal, State, local, and the Airport's rules and regulations, including without limitation, those prescribed by the following:

- i. Commonwealth of Pennsylvania Fire Code and Fire Marshall's Codes;
- ii. National Fire Protection Association (NFPA) Codes;
- iii. 14 CFR Part 139, Airport Certification, all applicable sections including Section 139.321 "Handling/Storing of Hazardous Substances and Materials;"
- iv. Applicable FAA Advisory Circulars (AC's), including AC 00-34A "Aircraft Ground Handling and Servicing," AC 150-5210-5D "Painting, Marking, and Lighting of Vehicles Used On An Airport," and AC 150/5230-4B "Aircraft Fuel Storage, Handling, and Dispensing on Airports", as may be amended.

3. Personnel. While on duty at the Airport, all FBO personnel shall be clean, neat in appearance, courteous, and properly uniformed (excluding management and administrative personnel). Personnel uniforms must identify the FBO's company name and the employee's name and shall at all times be professionally and properly maintained.

- a. Full-Time Manager. All activities of the FBO shall be conducted under the guidance and supervision of a full-time FBO Manager. Such person must be an outstanding, highly qualified and experienced FBO Manager vested with full power and authority to direct and conduct the FBO operation. Such FBO Manager shall be assigned to the Airport location and shall be available during normal business hours – also being on-call 24 hours per day in case of emergencies.
- b. Line Service. At least one (1) fully trained and qualified fuel service staff person shall be on duty at all times while the facility is open for business. All fuel service personnel shall have successfully completed an approved line technician safety course. A National Aviation Transportation Association (NATA) course or equivalent is acceptable.
- c. Maintenance. At least one (1) FAA-licensed aircraft mechanic shall promptly be available upon request. The FBO can meet this requirement by providing full-time A&P Mechanics during regular business hours and on-call A&P Mechanics during other hours.

The FBO shall provide properly trained and qualified employees providing all required services and customer service support. At a minimum, at least two (2) employees on each shift shall be provided for aircraft fueling, parking, and ground services support, except that one (1) employee during the hours of 10:00PM to 6:00AM is permissible. At least one (1) FAA licensed Airframe and Powerplant (A&P) mechanic, employed by the FBO, shall be provided to perform maintenance on General Aviation aircraft and the Air Carrier aircraft that normally utilize the Airport. The A&P mechanic shall be on-duty and on-premises for at least eight (8) hours during the FBO's operating hours, five days a week, and shall otherwise be on-call to handle emergency and weekend repairs.

- d. Customer Service. At least one (1) customer service representative must be on duty to handle customers entering the FBO facilities during normal business hours.

4. Operating Procedures. The FBO shall develop and maintain Standard Operating Procedures (SOP's) for fueling and ground handling. The SOP's shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills. The SOP's shall also address: (1) bonding and fire protection; (2) public protection; (3) control of access to fuel storage facilities; and (4) marking and labeling of fuel storage tanks and refueling vehicles. The FBO's SOP's must be submitted to the Airport no later than 10 days prior to the commencement of FBO activities at the Airport. The Airport will conduct periodic inspections to ensure compliance.

5. Hours of Operation. Aircraft fueling, ground handling, and customer service shall be continuously offered and available to meet reasonable customer demand 24 hours per day, 365 days per year. Aircraft maintenance shall be continuously offered and available to meet the reasonable demand of the public five days per week, eight hours per day, and also available after normal hours, on-call, with a response time not to exceed one (1) hour.

6. Aircraft Removal. Although aircraft removal is the responsibility of an aircraft's owner, the FBO shall be prepared to lend assistance in the removal of downed or disabled aircraft from the Airport runways and taxiways in order to maintain the operational readiness of the Airport. The FBO should train its personnel in proper protocols and procedures to remove aircraft and also train its personnel in emergency procedures with regards to working with the Airport in emergency situations.

7. Insurance. See Attachment B.

8. Licenses & Certifications. The FBO shall have and provide to the Airport evidence of Federal, State, and local licenses and certificates that are required for all of its operations.

9. Services. An FBO must provide all of the following products and services at its premises on the Airport.

a. Storage and dispensing of aviation fuels (at least AvGas and Jet-A) and other petroleum products such as engine lubricants. FBO shall be capable of providing a response time for fueling not to exceed 30 minutes in normal conditions during the required hours of operation.

i. Aviation fuels (including Jet, AvGas, Diesel, or MoGas) and lubricating oils shall be stored and dispensed by an FBO in accordance with all local, State, and Federal laws, regulations, rules, and other requirements, as same may be amended from time-to-time, regarding the sale and storage of such fuels and oils, including without limitation any rules, regulations, or Minimum Standards that are established (and as modified from time-to-time) by the Airport.

ii. Prior to commencement of storage, selling, or dispensing of any fuels at the Airport, an FBO shall submit to the Airport, for review and comment, the FBO's Spill Prevention Control and Countermeasures Plan and its Pollution Prevention Plan. Fuel storage, selling, or dispensing will be disallowed by the Airport if any serious deficiencies are found in these plans that are not rectified prior to commencement of the operations and which would cause the Airport or the FBO to be in violation of any applicable rule or regulation.

b. Aircraft and engine maintenance/repair services directed towards the general aviation, corporate, commercial aviation, air carrier, and governmental markets. Aircraft and engine maintenance/repair shall be



provided with at least one (1) full time licensed airframe and power plant mechanic at the Airport. The FBO must be capable of providing aircraft maintenance upon request for air carrier aircraft normally utilizing the Airport.

- c. Aircraft tie-down service.
- d. At least one (1) crew vehicle for use by aircraft pilots and crews.
- e. Marshaling and parking of aircraft.
- f. Aircraft de-icing and wet-washing of aircraft at locations designated by the Airport from time-to-time.
- g. Passenger and aircraft services such as, but not limited to, passenger ramp service, baggage handling, aircraft towing, and aircraft interior cleaning.
- h. Aircraft recovery and towing service for disabled aircraft less than 75,000 lbs MTOW, within a reasonable time frame.
- i. Crew escorting in secured and restricted areas.
- j. Collection and remittance of various fees, as designated by the Airport.
- k. Aircraft storage services, as needed by the Airport.
- l. Oxygen, nitrogen, and compressed air services.
- m. Aircraft engine pre-heat service.
- n. Pilot weather and flight planning services.
- o. Aircraft ground power service.
- p. Catering service for corporate and other general aviation aircraft.
- q. Aircraft lavatory service.
- r. Other services –
  - i. An FBO may provide other specialized aeronautical services on its leasehold subject to the approval of the Airport, through the Airport Director, including the sale of new or used aircraft, the sale or rental of all types of consumer products normally related to the ownership or operation of aircraft, and any other services normally performed by similar FBO's at other airports in the United States. These requests will be reviewed and approved on a case-by-case basis.

- ii. An FBO may provide other specialized aeronautical services to Air Carriers at the terminal gates and cargo areas subject to the approval of the Airport, through the Airport Director, and provided the FBO meets the requirements of the applicable Minimum Standards for each such activity.
- iii. FBO's may be given the option of providing "into-plane" or contract fueling elsewhere within the Airport and may provide contract fueling services to Air Carriers at the terminal gates provided the FBO meets the requirements of the Minimum Standards for Air Carrier Fueling.
- iv. The Airport encourages all FBO's to obtain and maintain a US Government Fuels contract. No special consideration will be given by the Airport for FBO's who do, or do not, maintain such contracts.
- s. Subcontracting. A FBO may not subcontract any of the services listed as requirements herein unless such subcontract is with a company that is a wholly-owned subsidiary or majority-owned subsidiary of the parent FBO company, and then only with approval of the Airport Director.

**F. Minimum Standards for Specialized Aeronautical Service Operators (SASO)**

**1. Aircraft Maintenance Operator**

An Aircraft Maintenance Operator is an entity engaged in providing Aircraft Maintenance (as defined in 14 CFR Part 43) for Aircraft other than those owned and/or operated by the Operator. An Aircraft Maintenance Operator provides one or a combination of airframe, powerplant (engine), or accessory overhauls and/or repair services on aircraft up to and including business jet aircraft and helicopters. This activity also includes the sale of aircraft parts and accessories.

In addition to the general requirements set forth in Section IV B, C, and D, herein, each Aircraft Maintenance Operator at the Airport shall comply with the following Minimum Standards:

- a. Leased Premises. An Operator (other than FBO or authorized sublessee) engaged in this aeronautical activity shall have adequate land, apron, hangar, facilities, and vehicle parking to accommodate all activities of the Operator and all approved sublessee(s), but not less than the following Leased Premises requirements:
  - i. Contiguous Land. At least one (1) acre (43,560 square feet), which all required improvements including, but not limited to, apron, hangar(s), facilities (customer lounges, office, and shop), vehicle parking, roadway access, and landscaping will be located.
  - ii. Apron. Equal to one times the hangar square footage.

iii. Hangar (non-cumulative).

- Piston Aircraft Maintenance – 5,000 square feet
- Turboprop Aircraft Maintenance – 7,500 square feet
- Turbine (Jet) Aircraft Maintenance – 10,000 square feet

iv. Facilities. Adequate space of at least 1,500 square feet for customer lounges, administrative offices, maintenance shops, and restrooms.

v. Vehicle Parking. Sufficient vehicle parking to accommodate customers and employees, on a daily basis, but not less than 10 parking spaces.

- b. Licenses and Certifications. Maintenance personnel must be properly certified by the FAA and hold the appropriate ratings for the work being performed.
- c. Personnel. The Operator shall provide a sufficient number of personnel to adequately and safely carry out aircraft maintenance in a courteous, prompt, and efficient manner. At least one FAA licensed A&P Mechanic, one Manager, and one customer service representative must be employed by the company and work at this Airport location.
- d. Equipment. The Operator shall provide sufficient shop space, equipment, supplies, and availability of parts as required for certification as a FAA Repair Station.
- e. Hours of Operation. The Operator shall be open and services shall be available to meet the reasonable demands of the public (for this activity) at least five days per week, eight hours per day, and be available after hours, on-call, with a response time not to exceed one hour.
- f. Insurance. See Attachment B.

**2. Aircraft Rental, Flying Club, Flight School and/or Flight Training Operator**

An Aircraft Rental Operator is an entity engaged in the rental of aircraft to the general public. A Public Flying Club Operator is an entity engaged in owning flying club aircraft and making such aircraft available for use by its members where membership is available to the general public. A Private Flying Club is an entity that is legally registered as a non-profit entity within the Commonwealth of Pennsylvania, operates on a non-profit basis (so as not to receive revenues greater than those costs to operate, maintain, acquire, and/or replace Flying Club aircraft), and restricts membership from the general public. A Flight Training Operator and/or Flight School Operator is an entity engaged in providing flight instruction to the general public and/or providing such related ground school instruction as is necessary to take a written examination and flight check for the category or categories of pilot's licenses and ratings involved.

In addition to the general requirements set forth in Section IV. B, C, and D herein, each Aircraft Rental, Flying Club, Flight School Operator and/or Flight Training Operator at the Airport shall comply with the following Minimum Standards:

- a. Leased Premises. The Operator (other than an FBO or authorized sublessee) engaged in this activity shall have adequate land, apron/paved tie-down, hangar (if required), facilities, and vehicle parking to accommodate all activities of the Operator and all approved sublessee(s), but not less than the following Leased Premises requirements:
  - i. Contiguous Land. Sufficient land to accommodate all of the activities.
  - ii. Apron/Paved Tiedown. Adequate to accommodate the total number of aircraft in the Operator's fleet. If the Operator has constructed a hangar, apron area must be equal to one times the hangar square footage.
  - iii. Hangar. Operator must provide a hangar of at least 5,000 square feet if the Operator is to conduct Aircraft Maintenance on aircraft owned and/or operated by the Operator. Otherwise, the Operator may provide only the hangar space required to accommodate its fleet of aircraft. The hangar shall be used exclusively for aeronautical purposes. No items shall be sold in any hangar and there shall be no restaurants or vending machines in a hangar unless written permission is obtained from the Airport Director. Non-Aeronautical items may not be stored in hangar
  - iv. Facilities. Adequate space of at least 1,000 square feet for customer lounges, administrative offices, instructional offices/rooms, maintenance shops (if Aircraft Maintenance is to be done on aircraft owned and/or operated by the Operator), and restrooms.
  - v. Vehicle Parking. Sufficient vehicle parking to accommodate customers and employees, on a daily basis, but not less than 5 parking spaces.
  - vi. Private flying club operators are required only to provide the following: adequate tie-down or hangar space to accommodate the Operator's fleet of aircraft, facilities space of at least 300 square feet, and adequate vehicle parking to accommodate its members parking requirements. These facilities may be sublet from other Airport Tenants or the Airport (as is available).
- b. Licenses and Certifications. Persons performing aircraft proficiency checks and/or flight training must be properly certificated by the FAA and hold the appropriate rating for the aircraft being utilized and/or flight training being provided.
- c. Personnel.



### **3. Aircraft Charter Operator**

An Aircraft Charter Operator is an entity engaged in the business of providing air taxi services (for persons or property) to the general public for hire (on-demand), as defined in 14 CFR Part 135. This section does not apply to life flight helicopter and rescue Operators.

In addition to the general requirements set forth in Section IV. B, C, and D herein, each Aircraft Charter Operator at the Airport shall comply with the following Minimum Standards:

- a. Leased Premises. Operators (other than a FBO or authorized sublessee) engaged in this activity shall have adequate land, apron/paved tiedown, hangar (if required), facilities, and vehicle parking to accommodate all activities of the Operator and all approved sublessee(s), but not less than the following Leased Premises requirements:
  - i. Contiguous Land. Sufficient land to accommodate all of the activities.
  - ii. Apron/Paved Tiedown. Adequate to accommodate the total number of aircraft in the Operator's fleet. If the Operator has constructed a hangar, apron area must be equal to one times the hangar square footage.
  - iii. Hangar. 5,000 square feet (or large enough to accommodate the largest aircraft in the Operator's fleet, whichever is greater), if the Operator is conducting Aircraft Maintenance on aircraft owned and/or operated by the Operator. The hangar shall be used exclusively for aeronautical purposes. No items shall be sold in any hangar and there shall be no restaurants or vending machines in a hangar unless written permission is obtained from the Airport Director.
  - iv. Facilities. Adequate space for customer lounges, administrative offices, maintenance shops (if required by Operator), and restrooms. Minimum facilities space is 600 square feet.
- b. Licenses and Certifications.
  - i. The Operator shall have and provide copies to the Airport of all the appropriate certificates and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Regulations and Amendments under Part 298 (OST Form 4507), and FAA issued operating certificate(s).
  - ii. Personnel must be properly certified by the FAA and hold the appropriate ratings in the aircraft utilized for the activity.

- c. Personnel.
  - i. The Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
  - ii. The Operator shall employ one Chief Pilot.
- d. Equipment.
  - i. The Operator shall provide, either owned or under written lease to the Operator and under the exclusive control of the Operator, one certified and continuously airworthy multi-engine (instrument qualified) aircraft (or a single engine turbine aircraft).
  - ii. Adequate tie-down equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure tie-down aircraft as set forth in FAA AC 20-35C.
- e. Hours of Activity. The Operator shall be open and services shall be available to meet the reasonable demands of the public (for this activity) five days per week, eight hours per day. After hours, on-call response times to customer inquiries shall not exceed one hour.
- f. Insurance. See Attachment B.

#### 4. **Aircraft Sales Operator**

An Aircraft Sales Operator is an entity engaged in the sale of new or used aircraft or aircraft parts and provides such repair, services, and parts as necessary to meet any guarantee or warranty or to support the operation of aircraft sold.

In addition to the general requirements set forth in Section IV. B, C, and D, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards:

- a. Leased Premises. Operators (other than a FBO or authorized sublessee) engaged in this activity shall have adequate land, apron/paved tiedown, hangar (if required), facilities, and vehicle parking to accommodate all activities of the Operator and all approved sublessee(s), but not less than the following Leased Premises requirements:
  - i. Contiguous Land. Sufficient land to accommodate all of the activities.
  - ii. Apron/Paved Tiedown. Adequate to accommodate the total number of aircraft controlled on site by the Operator. If the Operator has constructed a hangar, apron area must be equal to one times the hangar square footage.

- iii. Hangar. 5,000 square feet (or large enough to accommodate the largest aircraft in the Operator's fleet, whichever is greater), if the Operator is conducting Aircraft Maintenance on aircraft owned, controlled, and/or operated by the Operator. The hangar shall be used exclusively for aeronautical purposes. No items shall be sold in any hangar and there shall be no restaurants or vending machines in a hangar unless written permission is obtained from the Airport Director.
- iv. Facilities. Adequate space for customer lounges, administrative offices, maintenance shops (if required by Operator), and restrooms. Minimum facilities space is 600 square feet.
- b. Licenses and Certifications. Personnel must be properly certified by the FAA and hold the appropriate ratings for providing flight demonstration in all aircraft offered for sale.
- c. Personnel.
  - i. The Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
  - ii. The Operator shall employ at least one current commercial pilot current in the types of aircraft offered for sale.
- d. Equipment.
  - i. Necessary and satisfactory arrangements for Aircraft Maintenance shall be provided in accordance with any sales guarantee or warranty period.
  - ii. Adequate tie-down equipment, including ropes, chains, and other types of restraining devices and wheel chocks which are required to safely secure tie-down aircraft as set forth in FAA AC 20-35C.
- e. Hours of Activity. The Operator shall be open and services shall be available to meet the reasonable demands of the public (for this activity) five days per week, eight hours per day.
- f. Dealerships. An Operator which is an authorized factory sales franchise, dealer, or distributor (either on a retail or wholesale basis) shall have available or on call at least one current model demonstrator of aircraft in each of its authorized product lines.
- g. Insurance. See Attachment B.



**5. Specialized Commercial Aeronautical Operator.**

A Specialized Commercial Aeronautical Operator is an entity engaged in providing Limited Aircraft Services and Support, Miscellaneous Commercial Services and Support, or Air Transportation Services for hire which are not otherwise categorized in these Minimum Standards.

In addition to the general requirements set forth in Section IV. B, C, and D, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards:

- a. Leased Premises. Operators (other than a FBO or authorized sublessee) engaged in this activity shall have adequate land, apron/paved tiedown, hangar (if required), facilities, and vehicle parking to accommodate all activities of the Operator and all approved sublessee(s), but not less than the following Leased Premises requirements:
  - i. Contiguous Land. Sufficient land to accommodate all of the activities.
  - ii. Apron/Paved Tiedown. Adequate to accommodate the total number of aircraft controlled on site by the Operator. If the Operator has constructed a hangar, apron area must be equal to one times the hangar square footage.
  - iii. Hangar. 5,000 square feet (or large enough to accommodate the largest aircraft in the Operator's fleet, whichever is greater), if the Operator is conducting Aircraft Maintenance on aircraft owned, controlled, and/or operated by the Operator. The hangar shall be used exclusively for aeronautical purposes. No items shall be sold in any hangar and there shall be no restaurants or vending machines in a hangar unless written permission is obtained from the Airport Director.
  - iv. Facilities. Adequate space for customer lounges, administrative offices, maintenance shops or production facilities (as required by Operator), and restrooms. Minimum facilities space is 600 square feet.
- b. Licenses and Certifications. The Operator shall have and provide to the Airport evidence of Federal, State, and local licenses and certificates that are required for the operation.
- c. Personnel. The Operator shall provide a sufficient number of personnel to adequately and safely carry out the activity in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- d. Equipment. The Operator shall provide and have based at the Airport, either owned or under written lease to the Operator, sufficient equipment,

supplies, and availability of parts, including, if appropriate, one continuously airworthy aircraft.

- e. Hours of Activity. The Operator shall be open and services shall be available during hours normally maintained by operators conducting similar activities.
- f. Insurance. See Attachment B.

#### **6. Temporary Specialized Commercial Aeronautical Operator.**

The Airport recognizes that aircraft operators using the Airport may require specialized assistance with the maintenance of their aircraft and/or flight training of their pilots. When this assistance is not available on the Airport through an existing Operator, the Airport may allow an aircraft operator to solicit or otherwise utilize the services of a qualified entity to temporarily provide said services.

In addition to the general requirements set forth in Section IV. B, C, and D, each Temporary Specialized Commercial Aeronautical Operator at the Airport shall comply with the following Minimum Standards:

- a. Scope of Activity. The Operator shall conduct activity on and from the Leased Premises in a first class manner consistent with the degree of care and skill exercised by experienced operators providing comparable products and services and engaging in similar activities.
- b. Permit. The Operator shall have a Temporary Permit (issued by the Airport) prior to engaging in activity at the Airport.
- c. Licenses and Certifications. The Operator shall have and provide to the Airport evidence of all Federal, State, and local licenses and certificates that are required to conduct the operation.
- d. Insurance. See Attachment B.

#### **7. Commercial Hangar Operator.**

A Commercial Hangar Operator is an entity which develops, constructs, and/or owns a hangar structure(s) for the sole purpose of subleasing hangar space (with or without associated office/shop space) to entities engaged in commercial and/or non-commercial Aeronautical Activities.

In addition to the general requirements set forth in Section IV. B, C, and D, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards:

- a. Leased Premises. The Operator engaged in this activity shall have adequate land, apron/paved tie-down, hangar (with associated office and shop), and vehicle parking to accommodate all activities of the Operator and all approved sublessee(s), but not less than the following requirements:
- i. Contiguous Land. At least 1 acre (43,560 square feet), which all required improvements including, but not limited to apron, hangar(s), facilities (customer lounges, office, and shop), vehicle parking, roadway access, and landscaping will be located.
  - ii. Apron/Paved Tie-Down. Apron must be equal to one times the hangar square footage.
  - iii. Hangar. At least one 12,000 square foot hangar (including office/shop space).
    - T-Hangars – Currently, the Airport has no designated space for T-Hangars. However, if an Operator desires to erect T-Hangars, the Airport will endeavor to work with the Operator towards that goal, but cannot guarantee T-Hangar space.
    - Corporate (or common/commingled) Hangars – Single structure hangar of not less than 12,000 square feet, completely enclosed.
  - iv. Insurance. See Attachment B.
- b. Each hangar shall be used exclusively for aeronautical purposes. No items shall be sold in any hangar and there shall be no restaurants or vending machines in a hangar unless written permission is obtained from the Airport Director.

## **8. Air Carrier Line Maintenance**

An Air Carrier Line Maintenance Operator provides routine and emergency line maintenance for air carrier aircraft as a contracted service in accordance with an Air Carrier's instructions and procedures. Note: This does not include line maintenance services provided by personnel employed by the air carrier (or the air carrier's listed affiliates) or one-time emergency services provided by the air carrier.

- a. Facilities, Land, and Equipment. Air Carrier Line Maintenance Operators shall lease at least 1,000 square feet of land and facilities on the Airport to accommodate office/shop space and provide for parts and equipment storage. The Operator shall provide all the equipment necessary to service the air carrier aircraft that normally utilize the Airport.

- b. **Vehicle Parking.** Air Carrier Line Maintenance Operators shall provide enough vehicle parking to accommodate any service vehicles required and employee parking. Airside ramp/apron parking when not servicing an aircraft is not allowed.
- c. **Air Carrier Agreements.** The Operator shall provide the Airport with a copy of each maintenance agreement with each air carrier (including any periodic changes or modifications to those agreements).
- d. **Personnel.** The Operator shall employ at least two (2) A&P Mechanics with appropriate certifications and ratings to provide repair and preventive maintenance services to air carrier aircraft.
- e. **Hours of Operation.** The Operator shall provide air carrier aircraft maintenance services during all hours specified in their air carrier agreement(s).
- f. **Supervisor.** The Operator shall have a duly appointed and qualified supervisor on duty during all regular hours of operation. The Operator shall designate the Supervisor to the Airport and provide 24 hour contact information to the Airport.
- g. **Airport Agreements.** The Operator shall have a Service Agreement with the Airport which authorizes the Operator to conduct Air Carrier Line Service activity at the Airport.
- h. **Airport Rules and Regulations.** The Operator must abide by all Airport rules and regulations regarding Security, Vehicle Operation, and any/all other applicable rules and regulations.
- i. **Insurance.** See Attachment B.

**9. Air Cargo Services**

An Air Cargo Services Operator may provide either or both of the following types of air cargo services:

- a. **Air Cargo Handler.** An Air Cargo Handler is a person(s), firm(s) or corporation(s) engaged in the business of loading or unloading air cargo (excluding passenger baggage, and also excluding over-the-counter items weighing less than 150 pounds and handled through the passenger terminal) on or off an aircraft. An owner or operator of an aircraft that uses its own employees to load or unload air cargo on or off such aircraft shall not be considered an Air Cargo Handler as defined herein.

- b. Cargo Warehouse Operator. A Cargo Warehouse Operator is a person(s), firm(s) or corporation(s) engaged in the business of processing air cargo through a warehouse, who takes care of the administrative control of the air cargo and performs the physical handling and control of such air cargo on behalf of an agent, customs house broker, consolidator, break bulk agent, handling agent, shipper or consignee or other party. The Cargo Warehouse Operator may also provide or arrange for the surface transportation of air cargo to and from an aircraft for a customer, but may not engage in the business of loading or unloading air cargo on or off an aircraft unless the Cargo Warehouse Operator meets the Minimum Standards to provide such service and has an executed agreement with the Airport authorizing such service.

In addition to the general requirements set forth in Section IV. B, C, and D, each Air Cargo Services Operator at the Airport shall comply with the following Minimum Standards:

- a. Facilities. The Air Cargo Handler must lease or sublease either directly from the Airport or an FBO, adequate space and facilities at the Airport to store its equipment, to operate its business, and to accommodate its employee parking requirements. The Cargo Warehouse Operator must lease or sublease a minimum of 2,000 square feet of combined warehouse and office space at the Airport plus adequate space to store equipment to operate its business and to accommodate its employee parking requirements. An Operator in this category may satisfy this requirement if it has a written agreement with an FBO under which the Operator has the right to use space to provide its services to a third party from the FBO's space, which may be less than the minimum space set forth above. This agreement must be approved by the Airport.
- b. Equipment. The Air Cargo Handler must have the use of sufficient and appropriate equipment to serve the customer's aircraft. The following minimum equipment list shall serve as a guideline:
  - 1. One Baggage tug and tow bar for baggage equipment and freight carts
  - 2. Two container/pallet loaders
  - 3. 28-pallet dollies and 16 container dollies or an equal amount of equivalent equipment
  - 4. One belt loader
  - 5. Non-motorized equipment including, but not limited to, freight carts and aircraft tow bars.

The Cargo Warehouse Operator must have the use of the following minimum equipment:

1. One floor scale certified by the Commonwealth of Pennsylvania in accordance with applicable legal requirements
  2. One forklift, having a minimum 4,000 lb. rating, LP gas or electric with pneumatic tires or equivalent
  3. If surface transportation of cargo is provided, one tug, having a minimum 5,000 lb. draw bar pull or equivalent.
- c. Hours of Operation. The Operator under this category shall have services available as required by customers.
  - d. Personnel and Training. The Operator under this category shall have sufficient uniformed personnel to provide the services desired by the customer.
  - e. Agreement or Sublease. Each Operator under this category shall execute an agreement with the Airport or an approved sublease with an FBO and provide the Airport with all the necessary documents and deposits as outlined in the agreement or approved Sublease. Each Operator under this category shall also provide the Airport with a signed copy of all agreements or contracts with customer(s) and FBO(s) currently serving the Airport. Each Operator under this category shall advise the Airport within five (5) working days of any changes in their agreement(s) or contract(s) with any customer and/or FBO(s).
  - f. Airport Rules and Regulations. The Operator must abide by all Airport rules and regulations regarding Security, Vehicle Operation, and any/all other applicable rules and regulations.
  - g. Insurance. See Attachment B.

**10. Specialized Operators Performing More Than One (1) Service**

Any Operator who wishes to perform more than one (1) specialized aviation service but who will not meet the definition of a FBO must meet the Minimum Standards for each service that will be provided. However, the Operator may request, in writing, to utilize the same space, facilities, and/or employees to meet the standards by demonstrating that the space, facilities, and/or employees can adequately meet the needs of all activities. Approval will be at the sole discretion of the Airport Director, but which will not be unreasonably withheld.

**G. Minimum Standards for Aircraft Use**

**1. Compliance with federal rules required.**

No person shall operate any aircraft or Unmanned Aerial Vehicle over or within the Airport in violation of any valid air traffic or other rule or regulation established by the Federal Aviation Administration.

**2. Dropping objects from aircraft prohibited.**

No person in any aircraft shall cause or permit to be thrown out, discharged or dropped within the Airport any object or thing, except loose water or loose sand ballast when absolutely essential to the safety of the occupants of the aircraft.

**3. Suspension or restriction of aircraft operations—Authority of Director designee.**

The Director or designee may suspend or restrict any or all aircraft operations on, from, or to, the Airport whenever such action, in their discretion, is deemed necessary in the interest of safety.

**4. Disabled aircraft.**

Aircraft owners and their pilots and agents shall be responsible for the prompt disposal of disabled aircraft and parts thereof unless otherwise directed by proper federal authorities, after proper inspections and clearances have been obtained from proper federal authorities. All disabled aircraft shall be placed in a hangar or covered, such that the aircraft is out of the public view. If such screening is not possible, the aircraft's responsible party shall coordinate with the Airport. Should the owners, their pilots or agents, fail to comply, the Director or designee is authorized, in order to restore flight services, to remove damaged aircraft, parts or FOD from the landing area, ramp and apron areas, or the Airport, at the expense of the aircraft owners, their pilots or agents, without liability for damage which may result in the course of such removal.

**5. Damage to Airport property—Reporting required.**

Any person observing damage, injury or destruction of Airport property shall so report to the Director or designee or the control tower operator immediately.

**6. Motorless aircraft.**

No motorless aircraft may land or take off from the Airport without prior permission of the Director.

**7. Unattended Aircraft.**

No aircraft shall be left unattended on the Airport unless it is adequately secured and chocked or is parked within a hangar.

**8. Unmanned Aircraft Systems (UAS).**

Unmanned Aircraft System ("UAS"), or "drone", shall be regulated according to the purposes for which the UAS is operated as follows:

- A. Public operations shall be regulated by federal statute to certain government operations within U.S. airspace as detailed in FAA AC 00-1.1B or its successor.
- B. Any operation, except hobby or recreational, that does not meet the statutory criteria for a public aircraft operation is considered a civil aircraft operation. Such operations shall obtain FAA authorization to fly civil UAS through either a Section 333 Exemption or obtain a Special Airworthiness Certificate (SAC).
- C. Model aircraft, to include UAS, that are for hobby or recreational purposes only, shall operate within the parameters of a model aircraft under the FAA's regulations. Any use outside of these parameters shall require FAA authorization.

No UAS is allowed within five miles of the Airport unless notification is received from the Airport Director.

#### **H. Minimum Standards for Non-Aeronautical Service Providers**

All non-aeronautical activities or services need the approval of the Airport Director or authorized designee prior to being conducted on the Airport.

#### **V. Violations and Enforcement**

Failure to comply with these Minimum Standards shall subject an Operator's Agreement and privilege to operate at the Airport to suspension or termination, as provided therein. Generally, upon written notice from the Airport Director that an Operator is violating or has violated a provision of these Minimum Standards, Operators are afforded a specified period of time to remedy such violation or: (i) become subject to other default provisions of their agreement, including possible termination thereof; or (ii) show cause as why additional time should be granted by the Airport Director to enable the Operator to complete a cure. Such appeals must be pursued in accordance with provisions specified in the Operator's agreement.



## ATTACHMENT A – MINIMUM REQUIREMENTS FOR A BUSINESS PLAN

All applications to conduct a business operation at the Airport shall be in written form and include a business plan. At a minimum, the following information shall be included in the written business plan.

1. Identify the type of business entity to be formed (or existing) that is proposed to operate (for example: corporation, limited liability company, partnership, etc.) Identify all services that will be provided by this Operator. Give a detailed description of the operation.
2. Indicate the amount of land desired to lease and the lease term requested, including where this land is proposed to be located.
3. Indicate the building space that will be constructed or leased, including where this building space will be located and/or from what entity it will be leased.
4. Identify the number of aircraft, sizes, and types, that will be operated by the Operator. Alternatively, identify the types, sizes, and numbers of aircraft anticipated to be serviced or stored on-site by the Operator.
5. Identify any specialized equipment and tooling that will be provided by the Operator.
6. Indicate the proposed number of persons to be employed at the Airport (indicate how many full or part time).
7. Include a short resume for each owner and financial backer.
8. Include a short resume of the manager of the business (if not an owner or financial backer), including the person's experience and background managing a business of this nature.
9. Identify the operational periods (days and hours) of the proposed operation.
10. Indicate the amounts and types of insurance to be provided.
11. Provide financial projections for the first year and the succeeding four years.
12. Provide details of the proposed methods to be used to attract new business (advertising and incentives).
13. Provide any plans for physical expansion.

## ATTACHMENT B – SCHEDULE OF MINIMUM INSURANCE

Below are the minimum insurance requirements for all Operators. Additional types of insurance coverage may be required for any Operator, based upon the nature of the service to be provided by the Operator and which is determined by the Airport on a case-by-case basis.

1. The Operator, at its sole expense, must purchase or otherwise acquire, carry, and maintain at all times the levels of insurance coverage meeting the Airport's minimum requirements.
2. All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Pennsylvania, and which are well-rated by national rating organizations. All companies providing insurance policies required herein shall be appropriately licensed and shall have a financial rating of no lower than [A] as listed in A.M. Best's Key Rating Guide (current edition or interim report). Companies with ratings lower than [A] will be acceptable only upon written consent of the Airport.
3. Insurance policies must name the Operator as the insured, name the Counties of Luzerne and Lackawanna d/b/a Wilkes-Barre/Scranton International Airport as additional insureds with respect to general liability and automobile liability coverages. Insurance policies shall not have the ability to be canceled, terminated, or materially changed without at least thirty (30) days prior written notice from the Operator's insurance carrier to the Airport. Certificates evidencing such insurance must be submitted by the Operator to the Airport Director prior to commencement of service at the Airport and from then on at least fifteen (15) days prior to the expiration dates of expiring policies.
4. The Airport reserves the right to request complete copies of any required insurance policy if deemed necessary to ascertain the details of coverage not provided by the Certificates.
5. Compliance with the insurance requirements contained herein is a continuing condition of the Operator's rights to operate at the Airport. If the Operator fails to procure and maintain such insurance, the Airport shall have the right, but not the obligation, to terminate the Operator's right to operate at the Airport. The Airport may also take other actions to mitigate the lack of insurance, at the Airport's sole discretion.
6. The Operator waives any and all rights of subrogation for personal injury or property damage against the Airport, its Board members, officers, employees, and agents and the Counties of Luzerne and Lackawanna including their councils, Board members, officers, employees, and agents arising from its operations at the Airport. In addition, the Operator waives any rights of recovery it may have against the Airport or Counties of Luzerne and Lackawanna, their councils, Board members, officers, employees, and agents for insured losses occurring to any

property insured by the Operator in accordance with these Minimum Standards and its written agreement with the Airport.

7. Each Operator shall purchase or otherwise acquire the following basic insurance policies at the stated minimums:

A. Comprehensive commercial general and aircraft liability insurance protecting the Airport against any and all liability arising by reason of the Operator's conduct or the conduct of its officers, directors, employees, or agents incidental to the use of the Premises, or resulting from any accident occurring on or about the roads, driveways, or other public places, including runways and taxiways, used by FBO at the Airport, caused by or arising out of any wrongful act or omission of the Operator, in the minimum amount of \$5,000,000 (for FBO's) or \$2,000,000 (for all other Operators) combined single limit for each occurrence for all personal and bodily injury (including passengers), death and/or property damage. However, the Airport agrees to accept a reduced liability insurance minimum to be carried by FBO of \$1,000,000 combined single limit for single engine aircraft while being used for those operations as permitted under FAR Part 91, providing that such reduction in the limit applies to those aircraft only while they are in such uses. Should a single engine aircraft be used for air charter or rental, and/or instruction the full \$5,000,000 combined single limit liability insurance minimum will apply.

B. Hangarkeeper's Liability Insurance in the minimum amount of \$2,500,000 for any one aircraft and in the amount of \$5,000,000 for any one occurrence, subject to deductible of not more than \$25,000 for any one occurrence. For FBO's, such coverage shall be extended to cover FBO's operation of any and all hangars, in addition to the FBO premises. If an FBO accommodates turbine powered aircraft with a wingspan greater than 49 feet, higher minimums will apply (up to \$10,000,000) based on the actual aircraft values as determined by the Airport. Lower limits for SASO Operators may be allowable for piston engine aircraft and single engine turbine aircraft, which limits will be determined on a case-by-case basis by the Airport. This requirement does not apply to Operators not leasing or providing hangar space.

C. Automobile comprehensive liability insurance at a combined single limit coverage of not less than \$1,000,000 (bodily injury and property damage) per occurrence. Coverage shall be extended to include non-owned/hired vehicles, as well as Operator-owned vehicles. This requirement waived if the Operator does not operate any vehicles in the course of its business.

D. Product liability insurance is to be included in the \$5,000,000 combined single limit applying to premises operations, if applicable to the operation.

E. Workers' compensation insurance or qualified self-insurance as approved and as required by the Commonwealth of Pennsylvania.

F. Such additional coverage or other insurance in amounts as the Airport deems

advisable for protection against claims, liabilities and losses arising out of or connected with the operation of the Premises.

G. Operators providing aircraft rental, flight training, flying club operations, aircraft charter, aircraft sales, and some other specialized Operators shall be required to acquire aircraft and passenger liability insurance of \$1,000,000 (combined single limit – each occurrence) for piston powered aircraft, \$5,000,000 (combined single limit – each occurrence) for turbine powered aircraft, and \$10,000,000 (combined single limit – each occurrence) for turbine powered aircraft with a wingspan 79 feet or greater. This insurance shall include bodily injury, personal injury, and property damage (excluding aircraft hull) for students and renters of aircraft.

H. Operators providing aircraft rental, flight training, or flying club operations shall be required to acquire Student and Renter Liability insurance in the amount of \$100,000 (combined single limit – each occurrence) and CFI Professional Liability insurance (for Operators that employ flight instructors) in the amount of \$100,000 (combined single limit – each occurrence). This insurance shall include bodily injury and property damage not only during flight instruction, but also after instruction has been given.