

**Minimum Standards for
Airport Aeronautical Service and
Aeronautical Activity Providers**

SBY Regional Airport



Wicomico County

**SBY Regional Airport
Minimum Standards**

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Amendments	none
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SBY Regional Airport Minimum Standards

Article 1 Policy, Applicability, and Amendments

Section 1.1 Policy

Wicomico County, Maryland, being the owner of, and being responsible for the administration of the Salisbury-Ocean City: Wicomico Regional Airport (hereinafter the SBY Regional Airport) does hereby establish the following Minimum Standards:

1. Wicomico County owns and operates the SBY Regional Airport as a public-use, FAA designated Primary Airport. The Airport is operated as a County Department with the Director of Aviation (hereinafter, "Director") reporting directly to the County Executive. The daily management and operation of the Airport is under the direction of the Director of Aviation. The County Executive has approved these Minimum Standards recommended by the Director of Aviation. A current Rate, Fees and Charges schedule is found in Appendix C of these Minimum Standards.
2. The County has assumed certain responsibilities and obligations to operate the Airport for the use and benefit of the public, and make it available for all types, kinds, and classes of aeronautical activity. It wishes to make the Airport available for public use by applying reasonable terms, without unjust discrimination, for those desiring to offer services or commodities at the Airport. The imposition of these Minimum Standards will provide to all entities who desire, to conduct, carry on, or engage in aeronautical, vehicular, or pedestrian activities at the Airport, the basic requirements to conduct such activities without exclusive right or infringing on the abilities of others to provide similar activities. The Director is authorized to assess fees and charges for conducting, carrying on, or engaging in activities or services as described in these Minimum Standards. The SBY Regional Airport fees and charges shall be established to make the Airport as financially self-sustaining as possible and sufficient to cover Airport costs.
3. These Minimum Standards establish the threshold entry requirements for those wishing to provide Aeronautical Services to the public and to ensure that those who have undertaken to provide commodities and services are treated fairly. These Minimum Standards were developed taking into consideration the aviation role of the SBY Regional Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote competition at the SBY Regional Airport.
4. All operators, tenants, lessees, and users of the Airport will comply with all Federal, State, and County statutes and regulations, and the Airport Rules and Regulations while on Airport property, and will provide, upon request by the Director, a copy of any report or application filed with any Federal State or County office within 15 days of said request.

5. As used herein when the term “Airport” requires action as an entity, Airport means the Director of Aviation.

Section 1.2 Applicability

1. In the event of conflict between these Minimum Standards and the SBY Regional Airport Rules and Regulations, the Rules and Regulations shall apply. In the event of conflict between these Minimum Standards and the Federal Aviation Regulations or DOT and FAA Orders, the FAR’s and Orders shall apply.
2. Except when the context in these Minimum Standards requires otherwise, the singular includes the plural, plural includes the singular, and masculine gender includes the feminine.
3. All units of measurement are provided in Standard English Units. Gross square feet are the total footprint of the building and include mechanical rooms, toilets, stairs and halls. Square feet ramp or parking space is measured from edge to edge of the prepared surface.
4. Any activities for which there are no specific Minimum Standards established will be addressed by the Director or the Director’s designee on a case-by-case basis and set forth in such commercial operators’ written Franchise, Lease, license, Permit or agreement with the County.

Section 1.3 Amendments

Amendments to the Minimum Standards may be proposed by the Director of Aviation, Airport Commission Members or any Airport user. A recommended change shall be forwarded, in writing to the Director. The Director will forward the recommended change to the Airport Commission. The Airport staff will post a notice on the bulletin board in the Terminal Building, at common area bulletin board located in the Full-Service Fixed Base Operators (FBO), and on the Airport’s web site. Copies of the proposed amendment will be available for review in the Airport Administration Office during regular business hours. A comment period of not less than 15 calendar days from the posting of the notice will be allowed. Comments must be in writing to the Director and received by the Airport administration within the comment period. All comments will be considered by the Director and Commission at a public meeting. After considering all the comments, the Director will forward his recommendation to the County Executive for approval or disapproval. If the amendment is approved by the County Executive, the Director will either have the amendment incorporated in the next update to the Minimum Standards or issue an Operations Directive. Approved amendments will become effective immediately following approval by the County Executive.

Section 1.4 Existing Operators

With regards to an existing Franchise or Lease, all conditions not meeting these Minimum Standards shall be considered non-conforming. All such non-conforming conditions shall be brought into conformance upon the happening of any of the following: changes to an existing Franchise, Lease, agreement, or Permit, including assignment, renewal, expiration, or majority ownership change (fifty-one percent or greater).

Section 1.5 Waivers or Modifications

The County may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response operations. The County may waive or modify any portions of these Minimum Standards for any Entity when it is determined that such waiver or modification is in the best interest of the public and will not result in discrimination against other commercial operators at the Airport.

Article 2 Minimum Standards for all FBO/SASO Activities

A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple aeronautical services (including Aircraft Fueling) to Aircraft owners, Airport users, and Airport tenants. In addition to the primary Aircraft Fueling and Maintenance operations, an FBO shall provide a minimum of three (3) other secondary services described in Section 5.1 of these Minimum Standards. With the exception of Fuel Farm activities and self-fueling (described below), only an FBO can provide Aircraft Fueling to Aircraft owners, Airport users, and Airport tenants.

Specialized Aviation Service Operations (SASO) are entities providing a single commercial activity or limited aeronautical commercial services.

In addition to all other applicable standards in this agreement, all FBOs and SASOs shall meet the following requirements:

- 1.No Entity may operate at the SBY Regional Airport without an Agreement. This Agreement may be in the form of a Franchise, Permit or a Lease.
- 2.Franchises shall be for a term to be mutually agreed upon between the entities, however, in no case shall the term of a Franchise exceed ten (10) years.
- 3.Any prospective FBO/SASO seeking to conduct an Aeronautical Activity or Aeronautical Services at the Airport shall demonstrate to the Director and Airport Commission that they have adequate financial resources to realize the business objectives agreed to by the Director and the applicant. If the Entity seeking to conduct business on the Airport cannot demonstrate that they have adequate resources, the Director of Aviation may require a line of credit be established for the first twelve (12) months of the Entity's business.

4.The County requires FBOs and SASOs doing business on the Airport to maintain insurance covering themselves against claims arising from their products or activities and provide the Director of Aviation a certificate of insurance, naming the County, its employees and agents as additional insured. The insurance shall be extended to protect the County, its employees and agents. The County also requires the responsible Entity to defend, indemnify, and hold harmless the County, its employees and agents for losses arising out of the activities, services, or products of its suppliers, contractors, lessees, and consultants. This indemnification agreement is a second source of protection for the County, its employees and agents.

5.Insurance amounts stipulated in these Minimum Standards are stated to provide a minimum guideline and may not meet the requirements of the Operator. Each FBO/SASO should also make its own evaluation to ensure adequate coverage. However, such policies of insurance shall be maintained in full force and effect during all terms of existing Agreements, or renewals and extensions thereof. The FBO/SASO shall require its insurance carrier to notify the Director 30 calendar days prior to cancellation of any policy. Such policies shall be for no less than the amounts specified in the Insurance Matrix found in Appendix B; however, in all cases, amounts of policies must meet the statutory requirements of law.

6.All FBOs/SASOs shall have permanent facilities of the type and size specified for the Aeronautical Activity or Aeronautical Service. If an FBO/SASO is performing more than one activity, then the requirement is for the greater space for each type of facility per activity (e.g., the first activity requires 10,000 SF of hangar space and 5,000 SF of office space and the second activity requires 5,000 SF of hangar space and 10,000 SF of office space, the total requirement shall be 10,000 SF of hangar space and 10,000 SF of office space).

7.Any Entity desiring to construct, install, erect, or modify any building, sign, structure, facility, or equipment on the Airport shall be required, as appropriate, to submit a copy of the plans and specifications for the same containing, at a minimum, a general layout, drawn to scale, showing the parcel of land actually required for the construction of such building or facility in addition to the portion of the property to be occupied by the building or facility proper; detailed drawings of the modification to any existing structure or equipment; specifications as to the construction desired; a site plan as required by the County and in accordance with the County Code; and a plan for the security of the construction area and adjoining Airport Operations Area (AOA) or other Airport security areas. This construction also must be shown on the FAA currently approved Airport Layout Plan. The applicant is responsible for preparing the FAA Form 7460, which the County will submit to the FAA for the proposed construction or modification. The preceding shall be submitted to the Director

for review and approval. Approval must be received by the Director of Aviation before submitting the plans to the County for any required permits.

8.All buildings constructed, installed, erected, or modified on the Airport shall conform to the requirements of the Airport as stated within this document and all applicable County building codes, and be approved by the Director of Aviation, whether or not building permits are required. In the event building permits are not required, approval must be obtained from the Director prior to scheduling any work to commence.

Article 3 Application and Qualifications for FBO/SASO

1.Any Entity conducting commercial business at the Airport and who desires to lease land or facilities from the County requires a Franchise or Lease Agreement between the prospective business and the County. Demonstration of intent to conduct a business operation at the Airport shall be by submission of a Letter of Intent (LOI) to the Director. The LOI shall consist of at the minimum:

A.The proposed nature of the Business with the names of all persons including partners, Directors, or corporate officers and those who will be managing the Business.

B.A statement of financial data (may include assets, lines of credit, etc.) certified by a CPA in accordance with Generally Accepted Accounting Principals (GAAP) that demonstrates the financial ability to perform the terms of the proposed agreement.

C.A listing of assets owned, being purchased, or leased, which will be used in the Business at the Airport.

D.Written authorization for the Director to obtain credit and financial reports as necessary.

E.Preliminary plans and dates for any improvements which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate FAA, County and Airport requirements.

F.Proof of ability to obtain liability insurance, or a certificate of insurance coverage appropriate to the proposed aeronautical activity.

2.Requests for Permits, as needed, shall be presented to the Director of Aviation. The information required differs depending on the Permit.

3. Requests for Proposal (RFP) issued by the County for specialized services may be offered at various times. These RFPs will have their own information requirements that may supplement or replace those found in this section.

Article 4 Action on LOI

1. All completed LOIs for a Franchise or Lease will be reviewed and acted upon by the Director within 120 calendar days from receipt of a completed LOI (including all required documentation), unless extenuating circumstances exist.

2. LOIs may be approved based on the following criteria:

A. The LOI meets qualifications, standards, and requirements established by these Minimum Standards.

B. The applicant's proposed operations or construction will not create a safety hazard on the Airport.

C. The granting of the application will not require any expenditure of Airport or County funds, labor, or materials on the facilities described in or related to the application and the operation will not result in a financial loss to the Airport or the County, unless specific arrangements have been made with the County.

D. There is adequate space available on the Airport to accommodate the activity of the applicant.

E. The proposed Airport development or construction complies with the currently approved Airport Layout Plan, Master Plan and other Airport studies that have been approved by the Director, the County Executive and the FAA.

F. The development or use of the area requested will not result in a congestion of Aircraft or buildings, or will not result in interfering with the operations of any present FBO/SASO on the Airport, such as problems in connection with air traffic or service, or will not prevent free access and egress to the existing FBO/SASO area, or will not result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.

G. Any Entity applying, or having an interest in the business, has not supplied false information, or has not misrepresented any material fact in the application or in supporting documents, or has not failed to make full disclosure on the application.

H. Entities applying, or having an interest in the business, have not defaulted in the performance of any agreement with the Airport.

I. Any Entity applying has demonstrated that they are sufficiently creditworthy and responsible to provide and maintain the Business to which the application relates and to promptly pay amounts due under the agreement.

3. Application Appeal Process.

The applicant shall have the ability to appeal the denial of an application by the Director of Aviation to the County Executive, subject to the following provisions:

A. Providing written notice of appeal to the Director of Aviation within ten (10) calendar days of said denial.

B. The notice of appeal will be forwarded by the Director to the County Director of Administration for review who will then render a decision in writing within thirty (30) calendar days of receipt of the notice of appeal.

C. A written appeal of the decision by the Director of Administration may be made to the County Executive within ten (10) calendar days of a denial who will then render a decision in writing within thirty (30) calendar days of receipt of the notice of appeal. The County Executive shall affirm, reverse, modify or remand back to the Director of Aviation for reconsideration the decision of the Director of Aviation, in whole or in part. The decision of the County Executive shall be final.

Article 5 Fixed Base Operators (FBO)

Section 5.1 Statement of concept.

1. A Fixed Base Operator (FBO) is an Entity engaged in the business of providing multiple aeronautical services including Aircraft Fueling and Maintenance, to Aircraft owners, Airport users, and Airport tenants. Only an FBO can provide Aircraft Fueling to Aircraft owners, Airport users, and Airport tenants. An FBO shall provide Aircraft Fuel and Oil Sales and Services, Airframe and Powerplant Repair Services, aircraft tie-down rentals, as well three (3) of the following aeronautical activities:

- A. Sale of New Aircraft Parts and Components
- B. Flight Training and Aircraft Rental
- C. Aircraft Charter
- D. Aircraft Hangar Storage
- E. Sale of New and Used Aircraft
- F. Aircraft Refurbishing and or Painting
- G. Avionics Repairs and Sales

2. An FBO shall comply with all of the standards and requirements contained in this article. In addition, an FBO shall meet the minimum standards for each

aeronautical activity engaged in as described in these Minimum Standards.

3.Each FBO shall provide the personnel, equipment, and facilities required to service all types of Aircraft normally frequenting the Airport.

4.Each FBO shall conduct its business and activities on and from the leased/assigned premises in a safe and professional manner consistent with the degree of care and skill exercised by experienced FBOs providing comparable products, services, and activities from similar airports in like markets.

5.Each FBO shall lease Airport property for its Aircraft operating ramp, independent of any building area, Vehicle parking area, and Fuel storage area. The Aircraft operating ramp shall provide transient Aircraft parking and tie-downs for a minimum of twenty (20) Aircraft.

Section 5.2 Subcontracting Services; Restrictions.

The FBO may subcontract or use third party operators to provide any two (2) of the additional activities identified in Section 5.1.1, provided that such subcontractor meets the requirements of these Minimum Standards, approved by the Director of Aviation in writing, and operates from the Full-Service Fixed Base Operator's premises. The FBO may not subcontract or use third party operators for Aircraft Fuel and Oil Sales and Services, or Airframe and Powerplant Repair Services.

Article 6 Aircraft Fuels and Oil Sales and Service

Section 6.1 Statement of Concept

A Fixed Base Operator (FBO) sells aviation Fuels, lubricants, and other services supporting both itinerant Aircraft operations and operations of Aircraft based on the Airport. Aircraft Fuels and Oil Sales and Services shall be only provided by an FBO that meets the requirements of these Minimum Standards. Aircraft Fuels and Oil Sales and Services shall not be considered a Specialized Aviation Service Operation (SASO).

Section 6.2 Minimum Standards

Aircraft Fuels and Oil Sales and Services shall be provided by an FBO as stated in Section 5.1. Except as otherwise provided in any Agreement between the FBO and the Airport, an FBO conducting Aircraft Fuels and Oil Sales and Services to the public shall be required to provide the following services and equipment:

1.The FBO will, upon request by the Airport and an Air Carrier, provide Fueling and/or ground services to certificated Air Carriers.

2.Minimum types of aviation Fuel offered shall be 100LL and Jet A.

3. An adequate inventory of generally accepted aviation grades of aviation Fuel and aviation engine oil and lubricants.

4. Fuel dispensing equipment, meeting all applicable Federal, State of Maryland, and County requirements for each type of Fuel dispensed. At least two mobile dispensing trucks, one (1) truck with a minimum of 750 gallons of aviation gasoline (100LL) and one (1) truck with a minimum of 1,500 gallons of Jet A Fuel, are required for the minimum grades specified. If additional grades are offered, at least one additional truck per grade will be required. All dispensing equipment shall be equipped with certified metering equipment, filters, and bonding equipment and shall meet all applicable Federal, State, and Local requirements. When not operating the fuel trucks will be located in an area leased by the FBO and designated by the Director.

5. The storage, transportation, and dispensing of Fuel shall be done in strictest accordance with Federal, State of Maryland, and County codes, Airport Rules and Regulations, and applicable NFPA Codes.

6. All Fuel dispensing equipment and Fueling Operations will comply with NFPA requirements for Aircraft Fueling Operations and the appropriate FAA Advisory Circulars.

7. An FBO shall have a minimum of one (1) 12,000 gallon 100LL Fuel storage tank and one (1) 20,000 gallon Jet A Fuel storage tank for its own use.

8. All bulk Fuel storage tanks shall be above-ground units, located in the containment area in the central Airport Fuel Farm and shall meet all applicable Federal, State of Maryland, and County regulations for the storage of Fuel and petroleum products. Fuel storage tanks must include adequate Fuel spill prevention features together with an approved Fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable. Storage of other materials deemed hazardous shall be in containers or lockers meeting all applicable Federal, State of Maryland, and County regulations for the storage of Hazardous materials. Any unauthorized discharge of hazardous materials will be immediately reported to government officials and the Director.

9. The Airport has the option to grant authorization for Self-Service Fueling operations to an FBO if Airport activity, market demand, and safety criteria justify such an operation. An FBO may not install Self-Service Fueling equipment without providing full service Fueling service to the public. Self-Service Fueling is the dispensing of Fuel by a pilot into an Aircraft from a pump installed for that purpose. A Self-Service Fueling facility is for public use. The Fueling facility may or may not be attended by the FBO that owns and operates the equipment.

10. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to used oil, solvents, and other regulated waste. The stacking and storage of crates, boxes, barrels, 55 gallon drums and other containers will not be allowed on the

airport. All products located at the Airport for sale by the FBO, such as oil, lubricants, oxygen, and deicing fluids, will be stored in an FBO leased or owned hangar approved by the Director.

11. Properly trained personnel of a quantity to meet all operational requirements normally expected. The Fuel Service FBO supervisor in charge of Fueling and quality control shall attend an FAA approved Fueling school, which meets the requirements of FAR Part 139.321(b)(6) and FAA AC 150/5230-4B. The FBO shall establish and carry out all operations in accordance with procedures sufficient to provide the services required and safely store, dispense and handle Fuel, lubricants, oxygen, and de-icing fluids on the Airport.

12. Provide a minimum of twelve (12) hours of line service per day, seven days per week, excluding Christmas and Thanksgiving. Line service shall consist of, at a minimum, Fueling, providing oil, parking and tie-down of Aircraft, starting, towing, pre-heating, and courtesy shuttle service. The FBO Operator shall also be on-call on a twenty-four (24) hour basis.

13. Oxygen dispensing and servicing for low pressure and high pressure gaseous oxygen. Only Aviator's Breathing Oxygen quality oxygen shall be offered.

14. De-Icing fluid dispensing and servicing for all aircraft including airline operations which airline operations will be performed under an Airport approved contract between the FBO and the airline.

15. Provide insurance coverage in amounts no less than specified in Appendix B.

Section 6.3 Services

An FBO shall provide the following services:

1. Service equipment necessary to properly provide support for Aircraft including, but not limited to: Fire extinguishers, Aircraft tugs, ground power starter, auxiliary power units, lavatory service, aircraft cleaning/servicing, de-icing and oxygen servicing equipment.
2. Emergency service to disabled Aircraft on the Airport including towing or transporting disabled Aircraft to the FBO's premises at the request of the owner or pilot of the disabled Aircraft or the Director of Aviation. Movement of any disabled Aircraft shall be at the expense of the Aircraft owner. The Airport bears no liability in moving an Aircraft.
3. Have readily available car rental, catering and ice.

Section 6.4 Facilities

An FBO shall provide the following minimum facilities:

1.A building which will provide a minimum of 3,000 SF of properly lighted, cooled and heated space for the following purposes: to provide office space, a public waiting area, pilot's lounge separate from public waiting areas, including a flight planning area that has all items necessary for complete flight planning (weather communication links), sanitary restroom facilities, snack food and beverage machines and public use telephone.

2.A separate hangar facility of a minimum of 12,500 SF of properly lighted space to perform work, Aircraft storage, parts storage, office space and sanitary restrooms.

3.A paved Apron of not less than 75,000 SF. A minimum of twenty (20) tie-down spaces must be provided for transient Aircraft.

4.A paved area that complies with the County parking requirements for employee and patron parking.

Article 7 Specialized Aviation Service Operations (SASO) Section 7.1

Statement of Concept.

1.The County has developed reasonable, relevant, and applicable Minimum Standards for SASOs. SASOs providing the same or similar services shall equally comply with all applicable Minimum Standards. However, the County will not require, without adequate justification, that a SASO meet all criteria for a Full-Service FBO. SASOs shall not be permitted to provide Fueling services to the public.

2.Each SASO shall lease the required amount of space from the County or an existing Airport tenant as specified in these Minimum Standards.

3.Each SASO shall provide the County, and keep current, a written statement of names, addresses, aircraft, and contacts of all personnel responsible for the operations and management of the SASO. Each SASO will provide the County with a point-of- contact and phone numbers for emergency purposes.

Article 8 Airframe and Powerplant Repair

Section 8.1 Statement of Concept

An Aircraft Airframe and Powerplant Repair business provides one or a combination of airframe, engine, and accessory repairs on Aircraft. This category shall also include the sale of Aircraft parts and accessories. Usually, this type of repair is performed on the Aircraft, although it may also include the bench repair of items removed from an Aircraft that are intended to be replaced on that Aircraft.

Section 8.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, an Operator conducting Airframe and Powerplant Repair services to the public shall be required to provide the following services and equipment:

- 1.The Operator under this section may provide services to a scheduled Air Carrier.
- 2.Maintain hours of operation sufficient to meet public demand. Have on duty at least one person who holds an FAA Airframe, Powerplant, or Aircraft Inspector Rating. A SASO may at his discretion provide on-call twenty-four (24) hours, seven (7) days a week for emergency purposes only.
- 3.Provide insurance coverage in amounts not less than specified in Appendix B.
- 4.Provide equipment, supplies and parts required for Aircraft airframe, power plant, inspections, and other routine Aircraft maintenance functions.

Section 8.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

- 1.A ventilated hangar which will provide a minimum of 1,800 SF of properly lighted and heated space to perform work.
- 2.A paved Apron area or hangar sufficient to tie-down and maneuver two (2) small aircraft, not less than 1,800 SF.
- 3.A paved parking area that complies with the County parking requirements for customer and employee parking.
- 4.These requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 9 Aircraft Component Repair

Section 9.1 Statement of Concept

An Aircraft Component Repair business provides avionics, instrument, propeller or other Aircraft component repair services. Removal and replacement of components is covered under Article 8, Airframe and Powerplant Repair.

Section 9.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

- 1.It is recommended that the Operator shall be certificated as a Repair Station (as defined by FAA) with appropriate ratings by the FAA.
- 2.Sufficient trained and certified personnel to accomplish the work required.
- 3.Maintain sufficient hours of operation to meet public demand.
- 4.Provide insurance coverage in amounts not less than specified in Appendix B.

Section 9.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

- 1.A building which will provide a minimum of 1,800 SF of properly lighted and heated shop space to perform work.
- 2.A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of two (2) small aircraft, a minimum of 1,800 SF.
- 3.A paved parking area that complies with the County parking requirements for customer and employee parking.
- 4.With the prior written permission of the Director, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 10 Aircraft Rental

Section 10.1 Statement of Concept

An Aircraft Rental Business engages in the rental or lease of Aircraft to the public.

Section 10.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

- 1.A minimum of two (2) fixed wing or two (2) rotary wing Aircraft either owned or under written lease to the Operator.
- 2.A minimum of one (1) employee on duty when Aircraft are being rented (dispatched).
- 3.Maintain hours of operation sufficient to meet public demand.
- 4.Provide insurance coverage in amounts not less than specified in Appendix B.

Section 10.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

- 1.A building that will provide a minimum of 250 SF of properly lighted and heated office space with immediate access to customer waiting area/lounge and sanitary restrooms.
- 2.A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of two (2) Small Aircraft, a minimum 700 square yards.
- 3.A paved parking area that complies with the County parking requirements for customer and employee parking.
- 4.With the prior written permission of the Director, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 11 Flight Training

Section 11.1 Statement of Concept

A Flight Training business engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, and provides such related ground school instruction as is necessary for taking a written examination and flight check ride for the category or categories of pilot certificates and or ratings involved.

Section 11.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Director, the Operator shall provide the following services and equipment:

- 1.A Flight Training Operator shall meet all the appropriate requirements under Code of Federal Aviation Regulations 14 (CFR) Part 61,141 and or 142.
- 2.A minimum of one (1) fixed wing or one (1) rotary wing Aircraft, either owned or under written lease to the Operator.
- 3.A minimum of one (1) currently FAA Certificated pilot, with appropriate Instructor Rating and current FAA medical certificate, if applicable, on duty during the appropriate business hours.
- 4.Maintain hours of operation sufficient to meet public demand.
- 5.Provide insurance coverage in amounts not less than what is found in Appendix B.

Section 11.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

- 1.A building which will provide a minimum of 600 SF of properly lighted and heated classroom and office space and have immediate access to customer waiting area/lounge and sanitary restrooms.
- 2.A paved Apron or hangar space sufficient to tie down, park, and maneuver a minimum of two (2) Small Aircraft, a minimum 700 square yards.
- 3.Adequate classroom training aids that may include mock-ups, pictures, slides, filmstrips, movies, videotapes, and DVDs to provide proper ground school instructions.
- 4.A paved parking area that complies with the County parking requirements for customer and employee parking.
- 5.With the prior written permission of the Director, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 12 Aircraft Sales

Section 12.1 Statement of Concept

An Aircraft Sales business engages in purchasing and selling of new and/or used Aircraft through various methods including matching potential customers with an Aircraft (brokering), assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

Section 12.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator engaged in the sale of new and/or used Aircraft shall provide the following services:

- 1.Maintain a Commercial Dealers License for the sale of Aircraft in the State of Maryland.
- 2.Make available or on-call a minimum of one (1) Aircraft for sale or as a demonstrator.
- 3.A minimum of one (1) currently FAA Certificated pilot, with appropriate ratings for the Aircraft to be demonstrated.

4. Maintain hours of operation sufficient to meet public demand.
5. Provide insurance coverage in amounts not less than specified in Appendix B.

Section 12.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of 120 SF of properly lighted and heated office space to perform work and have immediate access to customer waiting area/lounge and sanitary restrooms.
2. A paved Apron or hangar space sufficient to accommodate at least two (2) of the Aircraft authorized for sale. If the Operator leases hangar space for the storage of sale Aircraft this provision is waived.
3. A paved parking area that complies with the County parking requirements for customer and employee parking.
4. With the prior written permission of the Director, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder or Lease holder.

Article 13 Air Charter Operations

Section 13.1 Statement of Concept

An unscheduled or scheduled Air Charter Operator engages in the business of providing air transportation (Persons or property) to the general public for hire, on an unscheduled or scheduled basis under 14 CFR Part 125 & 135. Air Charter Operations include Air Ambulance Operations. An Aircraft Management Operator is a commercial operator engaged in the business of providing Aircraft flight dispatch, flight crews or Aircraft maintenance coordination to the public and is included in Air Charter Operations.

Section 13.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator shall provide the following services and equipment:

1. Maintain a current operating certificate and operations specifications issued by the FAA under FAR Part 125 or 135.
2. Maintain sufficient hours of operation to meet public demand.
3. Employ and make available at least one (1) person who holds an appropriate FAA

certificate for the Aircraft operated.

4.The Operator shall have dispatch capability within six (6) hours of a customer request.

5.Employ one (1) person with experience and ability to provide charter quotes, schedule and dispatch support and customer service.

6.Provide insurance coverage in amounts not less than what is found in Appendix B.

Section 13.3 Facilities

The Operator shall lease from the Airport sufficient land to lease or construct the following facilities:

1.A building which will provide a minimum of 200 SF of properly lighted and heated office space and have immediate access to a customer lounge/waiting area and sanitary bathrooms.

2.The customer lounge/waiting area must be of a size adequate for the number of passengers flown, but at a minimum it must be 200 SF.

3.A paved Apron or hangar space sufficient to tie down, park, and maneuver the Aircraft that are being used for Part 135 Charter.

4.A paved parking area that complies with County parking requirements.

5.With the prior written permission of the Director, these requirements may be satisfied by a sublease of such space from an existing FBO, Franchise holder, or Lease holder.

Article 14 Commercial Operating Permit

Section 14.1 Statement of Concept

1. Any Entity that conducts a commercial business at the Airport shall have a Franchise Agreement with the County, approved by the County Executive or a Commercial Operating Permit that has been approved and issued by the Director of Aviation, prior to conducting any commercial business at the Airport.

2. A Commercial Operating Permit shall be obtained by the following categories of commercial operators, prior to conducting business on the Airport:

A. A Franchise Tenant: Entity having a Franchise Agreement with the County governing its operations, and who has a Lease agreement, sublease or other

agreement with the County, a sublease with a County Lessee or a Franchise holder who supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity and uses the Airport in furtherance of its business interest and has office, hangar and/or storage space on the Airport.

B. A Non-Franchise Tenant: Entity not having a Franchise Agreement with the County governing its operations, but who has a Lease agreement, sublease or other agreement with the County, a sublease with a County Lessee and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity and uses the Airport in furtherance of its business interest and has office, hangar and/or storage space on the Airport.

C. A Non-Tenant Operator: An Entity with no established office, station or location on Airport property and not having a Franchise or Lease agreement with the County or an existing Franchise holder governing its operations, but who:

- i. Does supply or directly provide goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.
- ii. Uses or enters upon the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.
- iii. A Non-Tenant Operator may include, but is not limited to, rental car concessionaires, taxis, rideshares, shuttles, mobile certified mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities on the Airport. A Non-Tenant Operator shall not include any commercial transport engaged in providing goods, commodities, or services to the Airport, any Federal, State, or local agency operating at the Airport, or any FBO, Franchise holder or Lessee of the Airport.

Section 14.2 Procedures

1. The Airport may issue a Commercial Operating Permit only upon receipt and approval of a signed application from the Non-Franchise Tenant or Non-Tenant Operator on a form approved by the Director containing the following information:

A. Name of Entity, address, phone number, type of business, type and description of vehicles to be operated, if any, on Airport property.

B.Name of principal(s) of the applying Entity.

C.Name, address and job title of the local Director, if different from the principal(s).

D.Provide adequate insurance and a certificate of insurance, naming the County, its employees and agents as additional insured.

2. The submission of such application by a Non-Franchise Tenant or a Non-Tenant Operator business shall constitute an express understanding and agreement by such applicant that he/she shall:

A.Pay all Permit fees specified.

B.Covenant to obey and adhere to all security requirements, Rules and Regulations of the Airport now existing or hereafter adopted.

C.Indemnify and hold harmless the Airport and the County, its employees and agents from any claim whatsoever arising from the Non-Franchise Tenant's or Non-Tenant Operator's business operations on Airport property.

D.In the case of a Non-Franchise Tenant, provide proof of a County business license and proof of insurance coverage not less than specified in Appendix B.

E.In the case of a Non-Tenant Operator, not establish any office, station, or location on Airport property.

3. In the event a Commercial Operating Permit is approved and there are subsequent changes in the facts or circumstances reflected on the application, the Non- Franchise Tenant business or Non-Tenant Operator is required to file a written statement notifying the Director of the change within ten (10) calendar days from the date such change occurs.
4. Within thirty (30) calendar days after the application for a Commercial Operating Permit has been submitted to the Director, the application will either be approved or denied. In the event the application is denied, the Director shall specify in writing the grounds for denial. The applicant shall have the right to appeal as stated in Article 4, paragraph 3, *ad seq.*
5. A Commercial Operating Permit may be revoked by the Director for cause upon five (5) calendar days written notice to the Permittee. Such notice shall be either hand-delivered or mailed by certified mail to the address stated on the application. Such revocations are subject to the appeal process as stated in Article 4, paragraph 3. Causes for revocation include, but are not limited to:

A. Breach of any Agreement entered into with the Airport.

- B. Failure to make timely payment of any fees, fines, or other moneys due to the Airport.
- C. Violation of any rule, regulation, security requirement, or Minimum Standard of the Airport now existing or hereafter adopted.
- D. Any act or omission of the Permittee adversely affecting the Airport operations or posing a danger to the public health, safety, or welfare.

Section 14.3 Public Ground Transportation Vehicles

1. Public Ground Transportation Vehicles may load and unload passengers on SBY Airport property only upon the following conditions:

- A. General - Public Ground Transportation Vehicles may be Contract Vehicles, Non-Contract Vehicles, or vehicles of governmental or non-profit entities transporting persons and/or property to or from the Airport.

“Contract Vehicles” are Public Ground Transportation Vehicles covered by a written agreement with SBY Airport governing the operation of such vehicle at the Airport and providing, among other things, the following minimum requirements: a vehicle access fee; display SBY permit decal; SBY transponder; minimum qualifications of owners and drivers; regulation of activities on SBY Airport property; indemnification of SBY Airport for actions of the owner, the owner’s employees or agents, or the operator of such vehicle; and provisions for breach and default. Contract Vehicles must display a current decal issued by the Director of Aviation for such vehicle, and possess an operating SBY Transponder pursuant to the terms of the agreement. Contract Vehicles may pick up (load) passengers at the Airport or park in areas designated under these Rules and Regulations for vehicle holding and loading. SBY Airport reserves the right to refuse to enter into an agreement and to issue a decal and transponder when it has determined to make exclusive or limited a class or classes of permitted Public Ground Transportation Vehicles pursuant to Wicomico County code.

“Non-Contract Vehicles” are Public Ground Transportation Vehicles that are not covered by a written agreement with SBY Airport. Non-Contract Vehicles may only pick up prearranged fare passengers as defined in Section 14.3, Section I below, or pick up goods, and may load only in designated prearranged pick up areas and in compliance with Section 14.3, Section L below. Non-Contract Vehicles must pay the Non-Contract Vehicle access fees as established by the Director from time to time. Vehicles of governmental or non-profit entities transporting persons and/or property to or from the Airport are not required to enter into an agreement between the owner of the vehicle and the Airport, and are not required to pay access fees.

- B. Loading and Unloading Locations - Loading, unloading, and holding of Public Ground Transportation Vehicles shall be only in designated vehicle traffic lanes and at such areas designated by the Director of Aviation for particular

types of Public Ground Transportation Vehicles and as identified by posted signage. Public Ground Transportation Vehicles may not dwell or be held (i) on public roads on SBY Airport property, (ii) on public parking areas, including cell phone waiting lots, or (iii) on roads adjacent to Airport Terminal Road, unless such areas are specifically designated as a commercial lane or for parking by Public Ground Transportation Vehicles.

- C. Authority of Ground Transportation Supervisory Personnel - Loading, unloading, and holding of Public Ground Transportation Vehicles shall be under the direction of the Wicomico County Sheriff or SBY Airport Personnel who shall have the authority to send Public Ground Transportation Vehicles to the end of their respective holding areas or to leave the loading, unloading or holding areas for failure of such drivers of such vehicles to abide by these Rules and Regulations and/or the terms of any agreement between SBY Airport and the owner of drivers' vehicles. Ground Transportation Supervisory Personnel shall have the authority to require a Public Ground Transportation Vehicle in violation of these Rules and Regulations to leave SBY Airport property. Failure of a driver of a Public Ground Transportation Vehicle who has violated these Rules and Regulations and/or the terms of the agreement between SBY Airport and the owner of driver's vehicle to move such vehicle, after being ordered by Ground Transportation Supervisory Personnel to do so, shall constitute an additional violation of these Rules and Regulations and subject the operator to arrest for trespassing.
- D. Proximity - Drivers of Public Ground Transportation Vehicles, unless otherwise permitted under the terms of a written agreement with SBY Airport, shall park in areas designated for vehicle holding (marked taxi lane) and for loading or unloading of passengers and baggage (areas immediately adjacent to the arrivals and departure doors), and shall remain in or by their vehicles except in the case of emergency or when loading or unloading baggage at the request of the passenger. It is expressly prohibited for Public Ground Transportation Vehicles to remain parked in the arrivals/departures loading/unloading area unless actively loading or unloading passengers or property.
- E. Conduct - Drivers of Public Ground Transportation Vehicles shall not congregate with other drivers or loiter in the baggage claim areas or any other parts of the Terminal Building nor on the sidewalks adjacent thereto. Drivers of Public Ground Transportation Vehicles shall not: engage in boisterous or rowdy conduct; employ profanity or loud or abusive language in conversation with customers, other drivers, or any other person; perform mechanical service or repairs on vehicles on SBY Airport property; smoke in non-smoking areas; or litter the buildings, grounds, or sidewalks.
- F. Soliciting – Drivers of Public Ground Transportation Vehicles shall not solicit business in any form, including in-person, by signage, or through digital or electronic means, anywhere on Airport premises other than by approved signs or except as otherwise provided in the agreement between the vehicle's owner and SBY Airport. Signs advertising such businesses and affixed to the Terminal Building walls or ceilings shall be allowed in those areas designated

by the Director of Aviation for such purposes and upon payment of reasonable rental fees for use of such space as determined by the Director of Aviation.

- G. "First In - First Out" - Taxi drivers parking in those areas designated under these Rules and Regulations for walk-up taxi loading and taxi holding shall enter and depart on a "first vehicle in, first vehicle out" basis and shall move their vehicles up in line promptly when space is available in order not to block the line.
- H. Passenger Services - Drivers of walk-up taxis and Transportation Network Company (TNC) Partners (rideshare) shall accept any passenger desiring such services regardless of destination provided such person is orderly, except where (1) passengers to be transported include a child who is required by law to be in a child restraint in such vehicle and such seat is not available, and/or (2) when it may be physically detrimental to such vehicle or driver or passenger to travel to the requested destination. Not more than one passenger shall be transported at one time in a taxi or TNC Partner Vehicle unless two or more passengers have made known to the driver or to Ground Transportation Supervisory Personnel that they are traveling together.
- I. Prearranged Fares - Drivers of Public Ground Transportation Vehicles engaging in prearranged vehicle service at the Airport shall carry in each vehicle and present, upon request, to Ground Transportation Supervisory Personnel a trip sheet, contract order, waybill, or other physical or electronic record of a ride in progress sufficient to establish that it was prearranged. To the extent that the trip records are contained on electronic devices, TNC drivers are not required to relinquish custody of the devices in order to make the required display. Additionally, such drivers shall display on the vehicle the decal issued by SBY Airport pursuant to Section 14.3, Section A, or shall carry and present upon request the receipt for the applicable access fee paid by the driver to pick up the passenger as described in Section 14.3, Section K below. Drivers shall park their vehicles within the area designated for such vehicles and within such time limits as provided in any agreement with SBY Airport or otherwise by the Director of Aviation . Such drivers shall carry only prearranged fare passengers when loading at the area designated for such purposes.
- J. Breach and Default - If an agreement to operate Public Ground Transportation Vehicles shall be terminated by reason of breach of such agreement by the owner, such owner shall immediately cease operation of such vehicles at the Airport. Such owner shall be eligible to enter into a new agreement no sooner than the time limitation set forth in the prior agreement or if one is not so provided then no sooner than one hundred eighty (180) days after termination of the previous agreement and only (1) upon presentation of evidence to the Director of Aviation that the actions creating the prior breach have been cured and (2) upon posting a performance bond in the amount established by the Director of Aviation .
- K. Access Fees - When SBY Airport has established access fees per trip for any

class of Public Ground Transportation Vehicles, the driver of a vehicle within such class shall pay any such access fee upon picking up a passenger(s) or goods at the designated area or in such other manner as may be required by the Director of Aviation . Where prior deposit at a mechanical or electronic device or facility is required, it shall be a violation of these Rules and Regulations for the driver of a Public Ground Transportation Vehicle to pick up a passenger(s) or goods at the Airport without having first gone through the designated device or facility and/or depositing the applicable access fee and receiving a receipt thereof. The driver shall maintain such receipt in her/his possession, subject to inspection by Ground Transportation Supervisory Personnel or Airport Police Officers while at the Airport for the trip for which such receipt was received. Any unauthorized use or transfer of any Airport issued decal, permit, payment card or electronic access device issued with respect to a particular Public Ground Transportation Vehicle will result in forfeiture or seizure of such decal, permit, payment card, or electronic access device by authorized SBY Airport personnel.

- L. Non-Contract Vehicles – Non-Contract Vehicles may carry only Pre-arranged Fares, and may park in areas designated under these Rules and Regulations for vehicle loading only with a confirmed Prearranged Fare. Prior to loading Prearranged Fares, Non-Contract Vehicles must pay or make satisfactory arrangements with the Director of Aviation to pay the applicable access fees set from time to time by SBY Airport. While on Airport property, Non-Contract Vehicles must carry evidence of all insurance and display a plainly visible marking identifying the operator or TNC Platform under which the vehicle is being operated. In addition to any criminal penalties assessed for violation of these Rules and Regulations, the owner or operator of a Non-contract Vehicle shall be subject to a civil action for collection of any unpaid access fees required hereunder.
- M. Off-Airport Parking Services - Any person or entity that is the owner or operator of an off-Airport business that offers vehicle parking to Airport passengers and transports passengers between the Airport and such parking location, using its own transportation services, the transportation services of a third party, or the passengers' own vehicles, shall be deemed to be the owner or operator of a Public Ground Transportation Vehicle subject to these Rules and Regulations, and, in the absence of a contract with SBY Airport, shall be subject to Non-Contract Vehicle access fees as established hereunder.
- N. Hotel/Motel Courtesy Vehicles – Courtesy Vehicles operated by or on behalf of hotels and motels may be used only to transport persons from the Airport to the hotel or motel for the purpose of allowing them to register as guests and from the hotel or motel to the Airport on the day following their last night's stay and otherwise subject to the terms of a courtesy vehicle concessionaire agreement with SBY Airport. Transporting other Airport passengers on the courtesy vehicle is in violation of these Rules and Regulations. Hotel and motel courtesy vehicles shall not be used to transport persons from the Airport to their personal vehicles parked in the hotel or motel parking lot where the hotel or motel operator has agreed that such passenger may park in their lot for more than one day following the last day of occupancy of the passenger at the hotel or motel. Hotel/Motel Courtesy Vehicles operating

under this Section are exempt from paying the SBY Airport access fee but must adhere to all other requirements of this Section including, but not limited to, that of transponder and decal requirements.

- O. General Vehicle Safety, Maintenance and Inspection - Any person entering an agreement with SBY Airport to operate a Public Ground Transportation Vehicle at the Airport shall be responsible to maintain the vehicle in a clean condition both on the exterior and interior; to maintain the vehicle in compliance with applicable laws, rules and regulations; and to have a vehicle maintenance program in accordance with the vehicle manufacturer's warranty specifications. Such vehicle operated at the Airport shall be available for inspection as requested.

Article 15 Rental Car Business

Section 15.1 Statement of Concept

Businesses desiring to operate as a Rental Car Business shall comply with the following:

1. Provide makes and models of Vehicles that do not exceed two (2) years of age.
2. Maintain rental automobiles in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition, inside and out.
3. Maintain business hours from 6:00 AM until 10:30 PM or 1 hour before the beginning flight until 1 hour after the ending flight of the scheduled airlines, whichever is greater, each day of the week and each week of the year.
4. Maintain the Terminal office and counter area, car rental parking area and service area in a clean and litter-free environment.
5. As used herein, the term "gross receipts" shall mean the total sum of money paid or payable (after any discount specifically shown on the car rental agreement), by the customer to the concessionaire for or in connection with the use of a vehicle contracted for, delivered or rented by the customer at the Airport, regardless of where payment is made, the vehicle is returned or the rental order was received, plus any sum received from the customer by reason of his acceptance of personal accident insurance.
6. Provide insurance coverage in amounts not less than what is found in Appendix B.

Section 15.2 Procedures

1. Franchise and Non-Franchise Tenants businesses desiring to operate as a Rental Car Business shall also comply with the following:

A. Pay the Airport ten percent (10%) of gross revenues within twenty (20) calendar days following the close of the previous month.

B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Franchise Tenant.

C. For the use of ready and return spaces in the Airport's public use parking lot there will be a charge of \$25.00 per space per month. For the use of overflow spaces in the public parking lot there will be a charge of forty-five dollars (\$45) per space per month.

D. To make available to the Airport or the County, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.

E. Provide insurance coverage in amounts no less than specified in Appendix B.

2. Non-Tenant Operators desiring to operate as a Rental Car Business shall also comply with the following:

A. Pay the Airport twenty percent (20%) of gross revenues within twenty (20) calendar days following the close of the previous month.

B. Submit a statement of gross receipts during the preceding month from its operations at the Airport from which the percentage of payments to the Airport may be computed. Said statement must be signed by a responsible accounting officer of the Non-Tenant Operator.

C. To make available to the Airport or the County, upon demand and at its local office, all business accounts containing information related to computation of gross receipts and amounts payable to the Airport.

D. To operate no vehicle on Airport premises except to pick up or deliver customers holding reservations with the Non-Tenant Operator or who have returned a vehicle to the Non-Tenant Operator.

E. While operating on Airport property, stop only in areas designated for use by such vehicles and make no attempt to solicit business in any manner while on Airport property.

Article 16 Through-the-Fence Operations

Section 16.1 Statement of Concept

Through-the-Fence (TTF) Operations is defined as the use of Airport property by operators offering an aeronautical activity on land adjacent to, or by Aircraft based on

land adjacent to, but not part of, the Airport property. TTF operations are not permitted pursuant to Gran Assurance 5.g.

Article 17 Ultralight Operations

Section 17.1 Statement of Concept

An Ultralight Operator engages in commercial Ultralight operations including rental, training, sales and maintenance activities.

Section 17.2 Procedures

1. Ultralight Operators must comply with all provisions of the Code of Federal Regulations (CFAR), Part 103 and all operating directives issued by the Director of Aviation .
2. Prior to starting Ultralight Operations, the Airport will determine if this activity will present or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations.
3. Ultralight Commercial Operators must comply with the provisions of these Minimum Standards for Aircraft Rental and Flight Instructions.
4. The Director may, among other restrictions, ban ultralight operations when the volume of fixed-wing traffic at the Airport will not allow ultralight operations without significant delays in fixed-wing operations and/or limiting ultralight operations to certain areas of the airfield and certain traffic patterns to avoid conflict with fixed-wing patterns.

Article 18 Skydiving and Soaring (Glider) Operations

Section 18.1 Statement of Concept

- a. Skydiving operations engage in skydiving, the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment.
- b. Soaring (glider) operations engage in the use of non-powered airplanes and sailplanes (powered and unpowered) and can be launched by catapult or tow plane, or, in the case of powered sailplanes, under their own power.

Section 18.2 Procedures

Skydiving and/or Soaring operations are not permitted at the SBY Regional Airport except by prior written consent of the Director of Aviation. Prior to starting these operations, the Airport and FAA will determine if the activity will present or create a safety hazard to the normal operations of Aircraft arriving or departing the Airport. An FAA airspace study may be necessary to determine the efficiency and utility of the Airport for such operations. The Director may, among other restrictions, limit skydiving

and/or soaring operations to certain times of the day and week to avoid the times of highest operation by fixed-wing aircraft, ban skydiving and/or soaring when the volume of fixed-wing traffic at the Airport will not allow skydiving and/or soaring without significant delays in fixed-wing operations, and limiting skydiving and/or soaring operations to certain areas of the airfield and certain traffic patterns to avoid conflict with fixed-wing patterns. Soaring (glider) operations must comply with the provisions of FAA Glider Flying Handbook, FAA H- 8083-13A, unless those provision conflict with the Federal Aviation Regulations, FAA Orders, Maryland Statutes, Wicomico County codes, the SBY Regional Airport Minimum Standards or the SBY Airport Rules and Regulations in which case the FAA Glider Flying Handbook will not apply. User must provide insurance coverage in amounts not less than what is found in Appendix B.

Article 19 Specialized Commercial Operations

Section 19.1 Statement of Concept

A Specialized Commercial Flying Service engages in air transportation for hire for the purpose of providing the use of Aircraft including, but not limited to the following:

1. Non-stop sightseeing flights that begin and end at SBY Regional Airport.
2. Crop dusting, seeding, spraying, animal count, and bird chasing.
3. Banner towing or aerial advertising.
4. Aerial photography or survey.
5. Power line or pipe line patrol.
6. Fire fighting.
7. Hot air balloon or blimp operations.
8. Cargo flights
9. Carrier Services.

Section 19.2 Minimum Standards

1. A Permit is required for Specialized Commercial Operations. See the Director of Aviation for application procedures.
2. Maintain sufficient hours of operations to meet public demand.
3. Maintain the proper Federal, State of Maryland and County license for the type of operation conducted.

4. Comply with applicable Federal, State and County Statutes, Regulations, Codes, Orders and Advisory Circulars.
4. Provide insurance coverage in amounts not less than specified by the Director of Aviation.

Article 20 – UAS Operations

Section 20.1 Standard of Concept.

The use of UAS in commercial applications is expected to expand in a number of areas. Some of the currently proposed civil and commercial applications of UAS include:

- Security awareness;
- Disaster response, including search and support to rescuers;
- Communications and broadcast, including news/sporting event coverage;
- Cargo transport;
- Spectral and thermal analysis;
- Critical infrastructure monitoring, including power facilities, ports, and pipelines;
- And commercial photography, aerial mapping and charting, and advertising.

In the mid-term, emphasis will shift significantly from accommodation to integration. For the residual accommodation requirements, it is expected that operational lessons learned and technological advances will lead to more sophisticated mitigations with increased safety margins. Thus, Certificates of Waiver or Authorization (COAs) and experimental certificates will remain avenues for accessing the NAS with appropriate restrictions and constraints. Emphasis will shift toward integration of UAS through the implementation of civil standards for unmanned aircraft pilots and new or revised operational rules, together with necessary policy guidance and operational procedures. SBY Regional Airport has developed a UAV Operational Area adjacent to the southeast side of Runway 14/32 as depicted on the ALP.

Section 20.2 Definitions

Unmanned Aircraft (UA): A device used or intended to be used for flight in the air that has no onboard pilot. This device excludes missiles, weapons, or exploding warheads, but includes all classes of airplanes, helicopters, airships, and powered-lift aircraft without an onboard pilot. UA do not include traditional balloons (see 14 CFR Part 101), rockets, tethered aircraft and un-powered gliders.

Crewmember [UAS]: In addition to the crewmembers identified in 14 CFR Part 1, a UAS flightcrew member includes pilots, sensor/payload operators, and visual observers (VO), but may include other persons as appropriate or required to ensure safe operation of the aircraft.

Unmanned Aircraft System (UAS): An unmanned aircraft and its associated elements related to safe operations, which may include control stations (ground, ship, or air-based), control links, support equipment, payloads, flight termination systems, and launch/recovery equipment. As shown in Figure 1, it consists of three elements: • Unmanned Aircraft; • Control Station; • And Data Link.

Section 20.3 Minimum Standards

The following general requirements and assumptions will pertain to all UAS operations that are operated at SBY Regional Airport and/or integrated into the National Airspace System (NAS) from SBY:

1. UAS operators will comply with existing, adapted, and/or new operating rules or procedures as a prerequisite for operating at SBY and/or NAS integration.
2. Civil UAS operating at SBY will obtain an appropriate airworthiness certificate while public users retain their responsibility to determine airworthiness.
3. All UAS must file and fly a flight plan if operating into the NAS.
4. All UAS are equipped with ADS-B (Out) and transponder with altitude-encoding capability if operating into the NAS. This requirement is independent of the FAA's rule-making for ADS-B (Out).
5. UAS must meet performance and equipage requirements for the environment in which they are operating and adhere to the relevant procedures.
6. Each UAS will have a flight crew appropriate to fulfill the operators' responsibilities, and includes a pilot-in-command (PIC). Each PIC controls only one UA.*
7. Autonomous operations are not permitted.** The PIC has full control, or override authority to assume control at all times during normal UAS operations.
8. The SBY Regional Airport communications spectrum is available to support UAS operations and all UAS operations must be coordinated and approved by SBY ATCT.
9. SBY ATCT will assign normal priority for individual UAS flights (or flight segments) and provide equitable access to airspace and air traffic services.
11. Air traffic separation minima in controlled airspace apply to UA.
12. ATC is responsible for separation services as required by airspace class and type of flight plan for both manned and unmanned aircraft.
13. The UAS PIC will comply with all ATC instructions and uses standard phraseology per FAA Order (JO) 7110.65 and the Aeronautical Information Manual (AIM).
14. ATC will have no direct link to the UA for flight control purposes.
15. User must provide insurance coverage in amounts not less than what is found in Appendix B.

* This restriction does not preclude the possibility of a formation of UA (with multiple pilots) or a "swarm" (one pilot controlling a group of UA) from transiting the NAS to/from restricted airspace, provided the formation or swarm is operating under a COA.

** Autonomous operations refer to any system design that precludes any person from affecting the normal operations of the aircraft.

Appendix A - Definitions

Aeronautical Activity – Any activity conducted at airports 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 carrier operations, air taxi and charter operations, air courier services, pilot training, aircraft renting, flying clubs, sightseeing, aerial photography, aerial surveying, agricultural operations, aerial advertising, balloon or blimp operations, skydiving, Ultralight operations, UAS operations, aircraft sales (new or used), sale of aviation petroleum products, dispensing of aviation petroleum products, aircraft servicing, repair and maintenance of aircraft, repair and maintenance of aircraft components, repair and maintenance of avionics components or systems, sale of aircraft parts or avionics components, aircraft storage, and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

Aeronautical Service – Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted by a person who has an Agreement from the airport owner to provide such service.

Air Carrier – A person or entity that undertakes directly by lease, or other arrangement, to engage in air transportation. This shall include the operation of any Commercial Aircraft for the purpose of transporting passengers, mail, express freight or cargo, whose operation is either interstate or intrastate and in compliance with all of the federal regulations covering or pertaining to the operation of same.

Aircraft – Any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth's surface including, but not limited to, powered fixed wing airplanes, helicopters, dirigibles or blimps, and un- powered gliders, UAS and hot air balloons.

Aircraft Management – the oversight, personnel administration, reporting, maintenance administration, scheduling and dispatching of an aircraft not owned or leased by the operator.

Airport – The entire real property owned, leased or used by the County for the purposes of operating an airport and under the control of the SBY Regional Airport, located in the County limits of Wicomico, Maryland.

Airport Owner/Sponsor – Wicomico County, Maryland.

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

Applicable Law – All applicable provisions of federal, state, and local laws, statutes, ordinances, rules and regulations. For agreements and contracts between the Airport

and users, tenants and operators, Maryland law applies for enforceability.

Apron – An area intended to accommodate Aircraft for purposes of loading or unloading passengers or cargo, refueling, parking or maintenance.

Based Aircraft – an aircraft which the owner physically locates at the Airport either tied- downed or hangared, and whenever absent from the Airport, its owner intends to return the aircraft to the Airport for a period of sixty (60) days in a 12-month period.

Business – Any person, firm, general or limited partnership, corporation, trust, or association or other legal entity established for the purpose of conducting commercial enterprise on the Airport.

County – Wicomico County, a municipal corporation of the State of Maryland, including its employees, representatives and agents.

Club Aircraft – Aircraft owned and operated by a non-profit association, non-profit partnership or non-profit Maryland corporation.

Commercial Aeronautical Activity – the conduct of any aspect of a business, concession, operation or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished.

Commuter – Aircraft operated by the holder of a Commuter Operating Certificate which authorizes the carriage of passengers, mail or cargo for revenue in accordance with Federal Aviation Regulations Part 135 or Part 121, on a scheduled or unscheduled basis.

Director – (Director of Aviation) – The person employed and authorized by the County to be the Chief Administrative Officer of the Airport and who is responsible to the County Executive of the County with duties and responsibilities to direct all administrative, operational, financial, and other matters at the Airport. The term also includes any person appointed as the Director of Aviation 's designated representative.

Entity – A Person, firm, corporation or partnership formed for the purpose of conducting the proposed aeronautical activity.

Exclusive Right – A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more persons, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

FAA – Federal Aviation Administration.

Federal Aviation Regulations (FAR) – Title 14 of the Code of Federal Regulations regarding aeronautics and space. A codification of the general and permanent rules published by the office of the federal register by the executive department and the Federal Aviation Administration.

Fixed Base Operator (FBO) - An entity engaged in the business of providing multiple aeronautical services including aircraft fueling, to aircraft owners, Airport users, and Airport tenants.

With the exception of self-fueling, only an FBO can provide aircraft fueling to aircraft owners, Airport users, and Airport tenants. An FBO shall provide Aircraft Fuel and Oil Sales and Services, Airframe and Powerplant Repair Services, as well as three (3) of the following aeronautical activities:

- A. Sale of New Aircraft Parts and Components
- B. Flight Training and Aircraft Rental
- C. Aircraft Charter
- D. Aircraft Hangar Storage
- E. Sale of New and Used Aircraft
- F. Aircraft Refurbishing and or Painting
- G. Avionics Repairs and Sales

Flying Club – A non-commercial, not for profit organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

Franchise – A written, negotiated, contractual agreement between the County and an Entity which is enforceable by law, wherein said agreement grants a concession or otherwise authorizes the conduct of certain aeronautical services or activities.

Fuel – Any petroleum product used for the purpose of providing propulsion to a vehicle or aircraft. Aviation Fuel is any petroleum product used for the purpose of providing propulsion to an Aircraft.

Fuel Tender – A Vehicle for the transport of Fuel.

Fueling Operation – Dispensing of Fuel into aircraft.

General Aviation – All phases of aviation other than aircraft manufacturing, military aviation, and scheduled or non-scheduled commercial air carrier operations.

Instructor – Any Person giving or offering to give instruction in the operations, construction, repair or maintenance of Aircraft, or Aircraft power plants, and Aircraft accessories.

Large Aircraft – Aircraft more than 12,500 pounds maximum certified take-off weight.

Lease – A written contractual agreement.

Master Plan – The current Airport Master Plan report including the Airport Layout Plan, indicating current and proposed usage for each identifiable segment as approved by the County, State, and FAA.

Minimum Standards – The qualifications or criteria which may be established by the Airport as the minimum requirements that must be met by Airport users so as to use the Airport, or businesses engaged in On- Airport aeronautical activities or services in exchange for the right to conduct those activities.

NFPA – National Fire Prevention Association.

Non-Franchise Tenant – Entity not having a Franchise Agreement with the County governing its operations, but who:

A.Has a Lease agreement, sublease or other agreement with the County, a sublease with a County Lessee or a Franchise holder and supplies or directly provides goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.

B.Uses the Airport in furtherance of its business interest and has office, parking, hangar and/or storage space on the Airport.

C.This term as defined relates to the Commercial Operating Permit issued by the Airport.

Non-Tenant Operator – An Entity with no established office, station or location on Airport property and not having a Franchise or Lease agreement with the County of Wicomico or the SBY Regional Airport or an existing Franchise holder governing its operations, but who:

A. Does supply or directly provide goods, commodities, services, or facilities to the general public at the Airport as a regular business activity.

B. Uses or enters upon the Airport in furtherance of its business interests and/or to deliver persons, services or goods to customers of that business.

C. A Non-Tenant Operator shall include, but is not limited to, limousines for hire, Taxicabs, rideshare companies, rental car concessionaires, mobile certified mechanics, independent flight instructors, Aircraft detailers, mobile oil recyclers and others who perform operations without permanent facilities on the Airport. A Non-Tenant Operator shall not include any commercial transport engaged in providing goods, commodities, or services to the Airport, any Federal, State, or local agency operating at the Airport, or any FBO, Franchise holder or Lessee of the Airport.

D. This term as defined relates to the Commercial Operating Permit issued by the Airport.

Operator – A Person engaging in one or more Aeronautical Activities.

Owner – To have or hold as property.

Permit – A non-negotiated agreement to provide an aeronautical activity or aeronautical service.

Person – An individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity, or any representative thereof.

Ramp – See Apron.

Re-Fueling Vehicle – Any Vehicle used for transporting, handling or dispensing of Fuel, oils and lubricants for Aircraft.

Repair Station – An FBO or SASO authorized by the FAA to repair Aircraft components. As used herein a Repair Station may or may not hold an FAR Part 145 certificate.

Rules and Regulations – The specifications, conditions, and standards applicable to all users of the SBY Regional Airport and Airport facilities. The Rules and Regulations and Minimum Standards are published under separate covers and are available from Airport Administration upon request.

Self Service – Non-commercial fueling or maintenance of an aircraft on Airport property, performed by the aircraft owner or operator in accordance with the Airport's reasonable standards or requirements and using Fuel obtained by the aircraft owner from the source of his/her preference.

Self-Service Fueling – Fueling an aircraft by the pilot using pumps installed for that purpose. The Fueling facility may or may not be attended by the FBO owning such facility. The use of this type of facility is not to be considered Self-Service fueling.

Small Aircraft – An Aircraft of 12,500 pounds or less maximum certified take-off weight.

Tenant – Any person, entity or firm authorized to exclusively occupy specific premises on the Airport by virtue of an Agreement with the SBY Regional Airport.

UNICOM – A two-way communication system operated by a non-governmental entity that provides airport advisory information. This term has been changed to Common Traffic Advisory Frequency (CTAF).

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

APPENDIX B

SBY Regional Airport

Minimum Standards Insurance Requirements

Insurance Matrix

This matrix is intended as an overview of required coverage. See the individual sections for specific requirements

Minimum Requirements

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability
Article 6 Aircraft Fuels and Oil Sales and Service	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence \$3,000,000 aggregate If service is provided to the Airlines, the minimum requirement is \$5,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.	N/A	To be determined by the Director of Aviation	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability
Article 8 Airframe and Powerplant Repair	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.	N/A	To be determined by the Director of Aviation	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence
Article 9 Aircraft Component Repair	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.	N/A	To be determined by the Director of Aviation	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability
Article 10 Aircraft Rental	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	N/A	\$1,000,000 per occurrence \$100,000 per passenger	N/A	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence
Article 11 Flight Training	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	N/A	\$1,000,000 per occurrence \$100,000 per passenger	N/A	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability
Article 12 Aircraft Sales	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business.	\$1,000,000 per occurrence \$100,000 per passenger	N/A	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence
Article 13 Air Charter Operations	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Not Applicable	\$1,000,000 per occurrence \$100,000 per passenger	N/A	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability
Article 14 Non-Tenant (including but not limited to Taxis, Shuttles, Rideshares, etc.)	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Not Applicable.	\$1,000,000 per occurrence \$100,000 per passenger	Not Applicable	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. Coverage mandatory if commercial vehicles operated on Airport property. \$100,000 per occurrence
Article 15 Rental Car Business (Non-Franchise Tenant)	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Not Applicable	\$1,000,000 per occurrence \$100,000 per passenger	Not Applicable	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. Coverage mandatory if commercial vehicles operated on Airport property. \$100,000 per occurrence

Section/Activity	Workers' Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability
Article 16 Through the Fence Users	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Article 18 Skydiving and Soaring (Glider) Operations	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business	\$1,000,000 per occurrence \$100,000 per passenger	Not Applicable	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence
Article 19 Specialized Commercial Operations	See Director of Aviation for insurance requirements to be based on the type of business operation.					
Article 20 UAV Operations	Statutory Limits	Premises/Operations Products/Completed Operations (if applicable) Contractual Liability (if applicable) Fire Legal Liability (if leasing space from Airport) Environmental (if applicable) \$1,000,000 per occurrence	Coverage required is based on the type of aircraft under custody of the business	\$1,000,000 per occurrence	Not Applicable	Coverage mandatory if licensed vehicles are driven on the ramp, taxiways or runways. \$100,000 per occurrence

Appendix C

SBY Fees and Charges Schedule (Monthly)

2025

T-Hangars		
Grandfathered Tenants in T-Hangars 1-70 (Effective with New Leases)		\$250.00
New Tenants in T-Hangars 1-70 (effective APR 1, 2018)		\$265.00
New Box and T-Hangars		TBD
Airline Hangars		
Airline Hangar, 20,000 sq ft		TDB
Airline Hangar, 38,000 sq ft		TBD
New Corporate Hangar Rates after Improvements – Summer 2018		
	2018	Current
Corporate Hangar No. 8, Airport Road, 4,500 sq. ft.	\$1495.00	\$1,868.00
Corporate Hangar No. 9, Airport Road, 4,600 sq. ft.	SBY	\$1,763.00
Corporate Hangar No. 10, Airport Road, 5,600 sq. ft.	\$3750.00	\$1,747.80
Corporate Hangar No. 11, Airport Road, 9,600 sq. ft.	\$1495.00	\$3680.00
Corporate Hangar No. 12, Airport Road, 5,600 sq. ft.	\$990.00	\$1,129.00
Corporate Hangar No. 13, Airport Road, 1,968 sq. ft.	SBY	\$492.00
Corporate Hangar No. 14, Airport Road, 3,600 sq. ft.	\$550.00	\$450.00
Corporate Hangar No. 15, Airport Road, 3,900 sq. ft.	\$1140.00	\$1,140.00
FBO Terminal Building-		
Azure FBO Building	\$1506.00	\$1700.00
Corporate Hangar Lease		
Corporate Hangar No. 23 - Maryland State Police - Lear Jet Way		\$4,753.00
Corporate Hangar No. 22 - Perdue – Lear Jet Way		\$3,200.00
Corporate Hangar No. 28 - 31856 Crosswind Drive.		\$3,000.00
Corporate Building No. 24 - FedEx - 5255 Falcon Drive.		\$9,270.84
Airport Concessions- Not Specified		
Commercial Auto Taxi		TBD
Commercial Shuttle		TBD
Ride Share – Per Trip		TBD
Landing Fees		
Aircraft greater than 12,500 pounds but less than 50,000 pounds		\$2.65 per 1000 lbs
Aircraft equal or greater than 50,000 pounds but less than 100,000 pounds		\$2.65 per 1000 lbs
Aircraft equal or greater than 100,000 pounds but less than 500,000 pounds		\$2.65 per 1000 lbs
Old Terminal		
First Floor Piedmont Airlines		\$3,085.06
Second Floor FAA Facilities		\$1,144.50
Aircraft Parking		
Aircraft Tie-Down fees per night (Single Engine)		50% of collected Fees
Aircraft Tie-Down fees per night (Multi Engine, less than 12,500 pounds)		50% of collected Fees
Aircraft Parking per night (12,500 – 50,000 pounds)		50% of collected Fees
Aircraft Parking per night (50,000 – 100,000 pounds)		50% of collected Fees
Aircraft Parking per night (100,000 – 500,000 pounds)		50% of collected Fees

Late and Replacement Fee	
Late Fees per month (minimum \$10.00) 1.5% of rent	1.5%
Hangar Lockout/Lock Replacement Fee	\$25.00
Gate Card/ID Issuance (New and Renewal)	TBD
Gate Card/ID Replacement (Lost or Broken)	\$25.00/\$50.00
Commercial Operating Permit Fees	
Annual Non-Franchise Operator	NA
Annual Non-Tenant Operator (Annually)	\$350.00
Specialized Commercial Operating Permit Fees	
Hot air balloon or blimp operations. Per Launch	TBD
Fire Fighting. Per flight.	TBD
Power line or pipe line patrol. Per flight.	TBD
Aerial photography or survey. Per flight.	TBD
Banner towing or aerial advertising. Per flight.	TBD
Crop dusting, seeding, spraying, animal count, and bird chasing. Per flight.	TBD
Non-stop sightseeing flights that begin and end at SBY Regional Airport. Per flight	TBD
Car Rental Company Fees	
Annual Franchise Operator	10% Gross Revenue
Annual Non-Franchise Operator	10% Gross Revenue
Annual Non-Tenant Operator	20% Gross Revenue
Misc Fees	
Nightly Blimp tie-down Fee	TBD
Non-Commercial Fuel Flowage Fee Avgas (per gallon)	\$0.14
Non-Commercial Fuel Flowage Fee Jet-A (per gallon)	\$0.14
Special Event Fee (per event)	\$500.00
Special Media Permit Fee	
Photo (per day)	TBD
Movie (per day)	TBD
Terminal Office Space (per sq. ft.) (not associated with a lease above)	
	TBD
Airport Advertising – Terminal Signs (Per Month)	
Small	\$150.00
Digital	TBD
Display Case	\$250.00
Vending Machine space	TBD
ATM Machine	TBD



Appendix D

SBY REGIONAL AIRPORT

COMMERCIAL OPERATING PERMIT

By this Permit, between Wicomico County, Maryland, hereinafter referred to as the “County”, and _____ a corporation, having offices at: _____,

hereinafter referred to as “Permittee”, Permittee is authorized to perform the services set forth in Article 1 below at the SBY Regional Airport (“Airport”) in consideration of the payment of fees set forth in Article 3 below and in compliance with the Airport Rules and Regulations, Minimum Standards and the terms and conditions of this Permit. Permittee’s Federal Employer Identification Number is: _____

Phone number () _____ (Home) Phone number () _____ (Office)

Name of Principal: _____

Name of Local Director: _____

Check one:

- ☐ Non-Franchise Tenant (business located on the Airport)
- ☐ Non-Tenant Operator (business located off Airport property)

1. Services Authorized to be Performed

Permittee is authorized to provide at the Airport the following services, hereinafter referred to as the "Services": _____

_____.

Aircraft to be used by the Permittee for the conduct of its services/are:

In consideration of granting this Permit by the County, the Permittee agrees that it shall conduct its business and render its Services in a professional manner consistent with the Airport's Minimum Standards, industry standards and sound business practices.

2. Location for the Performance of Services

The County for reason of public safety, and consistent with its responsibility for the safe and efficient operations of the Airport shall, in its sole discretion designate and/or approve the location on the Airport from which Permittee will provide its Services. The location designated and approved for the provision of Services under this Permit is: _____

_____.

3. Fees

Permittee agrees, in consideration of the rights and privileges granted to it herein to pay to the County the applicable Permit fee as set forth below.

- a. The fixed fees payable pursuant to this Permit are those set forth in the Fee Schedule attached hereto.
- b. Payment of fees shall be by check or money order payable to the County at the office of the County Treasurer.
- c. Permittee may pay Permit fees in advance.

4. Term

The term of this Permit shall be for a period of one year commencing on _____ and terminating on _____. The County may terminate this Permit on 24 hours' notice if the Permittee fails to pay any amounts required to be paid by this Permit. If the Permittee breaches any other provision of this Permit or violates the Airport Minimum Standards and/or the Airport Rules and Regulations, the Airport will give the Permittee notice of such default. If within five (5) days after the Airport gives such notice, Permittee has not cured said default, this Permit and all rights and privileges granted herein will be terminated by the Airport with no further notice.

5. Assignment and Sale

Permittee agrees that it will not sell, convey, transfer, or assign this Permit. Any attempt to sell, transfer or assign this permit will result in cancellation of this Permit.

6. Valid Sublease

As a condition to Permittee providing the Services authorized herein, Permittee shall:

- a. if occupying space rented directly from the County, possess a current and valid agreement for the usage of the space, or;
- b. if occupying space, rented directly from a Lessee of the County, obtain from said lessee a current and valid sublease and submit it to the Airport, for its approval;

This section does not apply to non-tenant businesses.

7. Liabilities and Indemnification

The County shall not in any way be liable for any cost, liability, damage or injury including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, occurring on the Airport, or as a result of any operations, works, acts or omissions performed on the Airport, by the Permittee, its agents, employees, contractors, guest or invitees. The Permittee shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by a willful act or sole negligence of the County.

8. Rules and Regulations and Compliance

- a. The Permittee agrees to observe and obey any and all such Airport Rules and Regulations. The County reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such Airport Rules and Regulations.
- b. Permittee shall obtain all licenses, certificates, Permits or other authorization from all governmental authorities having jurisdiction over the Permittee's operations at the Airport.

9. Cessation of Operations by Permittee

Upon the expiration or termination of this Permit, Permittee shall immediately cease all its operations at the Airport and return to the Director any keys, swipe cards, passes, permits, or equipment issued to it as a result of this permit.

10. Rights Non-exclusive

Permittee hereby acknowledges that all operating rights and privileges granted hereunder are non-exclusive and the County reserves the right to authorize others to perform the same or similar services at its sole discretion.

11. Notice

All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is personally delivered or deposited in the U.S. Mail, registered or certified mail, return receipt requested, addressed to the recipient, at the address set forth below:

To Airport: SBY Regional Airport
 Attention: Director of Aviation

5485 Airport Terminal Road, Unit A
Salisbury MD 21804-1599

To Permittee: _____

12. Insurance

Permittee shall, at its own cost and expense and if required, take out and maintain such insurance for the term of this Permit as the Permittee is required under the SBY Regional Airport's Minimum Standards. The Permittee shall provide the Director of Aviation with a copy of its Certificate of Insurance at the time this Permit is signed and delivered to the Director of Aviation's office.

13. Certification

By signing this permit, I am certifying that I have read and understand the Airport Rules and Regulations and the Airport Minimum Standards, and that all information provided on this application is true and correct to the best of my knowledge.

PERMITTEE

BY: _____

DATE: _____

AIRPORT ADMINISTRATION USE ONLY

Insurance Certificate Received ☐ Yes ☐ No ☐ N/A

Payment Received ☐ Yes ☐ No ☐ N/A

Permit approved:

BY: _____

DATE: _____

Dawn R. H. Veatch, Director of
Aviation



COMMERCIAL OPERATING PERMIT

FEE SCHEDULE

Commercial Operating Permit

A. Non-Franchise Tenant \$25.00 annually (must be paid in advance at the time permit is issued)

B. Non-Tenant Operator \$680.00 annually (if paid in-full at the time the permit is issued) or \$65.00 per month (twelve (12) payments)

Car Rental Companies

A. Non-Franchise Tenant

Each parking space occupied	\$50.00 per vehicle/ per month
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B. Non-Tenant Operator

Each parking space occupied over a 24-hour period	\$20.00 per vehicle/ per day
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The above fees are subject to change annually as part of the Airport's budget process.



Appendix E

SBY REGIONAL AIRPORT

Airport Franchise and Lease Application

Return this completed application to:

Director of Aviation , SBY Regional Airport
5485 Airport Terminal Road, Unit A
Salisbury, Maryland 21804-1599

Use this application form to request a Franchise (land lease) or Facility lease at the SBY Regional Airport. Complete all blocks with the appropriate information; make blocks "N/A" when they do not apply to your request. Continue on separate sheets if additional room is required.

Type or Print Application Clearly

DATE : _____ 20____

1. APPLICANT INFORMATION

NAME: _____
Name of individual completing this application

ADDRESS: _____
Street address or P.O. Box, State, Zip Code

PHONE NUMBER: () _____ () _____
work home

FACSIMILE: () _____ E-mail: _____

SOCIAL SECURITY NO: _____ CITIZENSHIP: _____

If applying as a business or other legal entity, complete the following:

NAME OF COMPANY/BUSINESS: _____

PRESIDENT/PARTNERS:

Name(s)

FEDERAL TAX I.D. NUMBER: _____

BUSINESS ADDRESS:

Street address or P.O. Box, State, Zip Code

DESCRIBE PRESENT BUSINESS: _____

Have you or any interested parties in this application ever filed bankruptcy?

___ Yes ___ No

Have you or any interested parties in this application ever been convicted of a felony?

___ Yes ___ No

2. PURPOSE OF APPLICATION (check one):

☐ **LAND FRANCHISE:** All persons wishing to construct improvements at the Airport must first enter into a Land Lease or Franchise for a suitable parcel. Return this form to the Director of Aviation , who will initiate the Lease/Franchise approval process, which will include approval or disapproval by the County Executive.

☐ **FACILITY LEASE:** All persons wishing to occupy County-owned improvements at the Airport must first enter into a Facility Lease for the desired facility. Return this form to the Director of Aviation , who will initiate the lease approval process, which will include approval or disapproval by the County Executive.

3. NATURE OF PROPOSED BUSINESS: Check all activities proposed to be conducted the first day of operations.

A. Aircraft Support Services:

- ___ Aircraft storage
- ___ Aircraft painting
- ___ Aircraft maintenance (major and or minor repair)
- ___ Repair or reconditioning of used aircraft
- ___ Aircraft parts sales
- ___ Avionics repair, installation and/or sales
- ___ Aircraft sales, leasing, and/or brokerage
- ___ Sale of aeronautical items/supplies (charts, books, etc...)
- ___ Aircraft Management

B. Airline Operations:

- ___ Air Carrier or Air Taxi Operations
- ___ Transportation of cargo and/or mail

C. On-Demand Flying Services

- ☐ Aerial photography or survey
- ☐ Agricultural operations (crop-dusting)
- ☐ Aircraft Charter for any purpose
- ☐ Aircraft Rental to the public
- ☐ Corporate Flight Department
- ☐ Flight School
- ☐ Sightseeing flights
- ☐ Ground school or Flight examiner
- ☐ Other (list) _____
- ☐ Other (list) _____

4. BUSINESS REQUIREMENTS:

A. Building/Facility Requirements: State the type and size of building/facilities/office needed to conduct the business. Indicate any special consideration for equipment, drainage, lighting, etc.

If applicable, attach a site plan and or drawings.

B. Will any part of the operations of this business require the storage, use of or transport of volatile, hazardous or toxic chemicals or waste on Airport property?

☐ Yes ☐ No

(If yes, explain in detail)

C. Ownership: List all persons or companies that will own an interest in the proposed business.

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

Name: _____ Phone number: _____

Address: _____

D. Management: List the person who will be managing the operations at the SBY Regional Airport.

Name: _____ Phone number: _____

Address: _____

E. Requirement for Expenditure: Will your business require the SBY Regional Airport to spend funds or supply labor or materials? ☐ Yes ☐ No (If yes, explain in detail)

Please sign and date the attached Certification

CERTIFICATION:

I certify that I am authorized to sign this application on behalf of the individuals or the Company represented on this application. I certify that to the best of my knowledge the information provided on this application is true and factual.

Signature

Title

Date

Printed or Typed Name

Please provide all information requested on the Supporting Document form.

SUPPORTING DOCUMENTS

Please provide a copy of all additional information that is checked below. All information that is requested should be typed or printed legibly.

- ☐ All the information or documents below.
- ☐ Brief description of previous experience you have in the proposed business.
- ☐ Three (3) business references.
- ☐ Three (3) credit references.
- ☐ Licenses or permits required to conduct this business (i.e., FAA Part 135 Certificate or Air Agency Certificate).
- ☐ Site Plans or Drawings (if applicable).
- ☐ Business Plan or Pro Forma.
- ☐ Certificate of Insurance.
- ☐ Maryland Aircraft License (if applicable).
- ☐ Last year's financial statements to include balance sheet, income statement or individual tax returns.
- ☐ Other_____

Please mail or deliver this application to:

Director of Aviation
SBY Regional Airport
5485 Airport Terminal Road, Unit A
Salisbury, Maryland 21804-1599



Appendix F

SBY REGIONAL AIRPORT

Non-Commercial Self-Fueling Permit

Applicant: _____

Authorized Representative: _____ Title: _____

Aircraft Storage Location/Hangar Address: _____

Aircraft to be Fueled (List Type & N number): _____

Type of Fueling System: ☐ Transportable Tank ☐ Refueler

Type of Fuel to be Dispensed: ☐ Jet A ☐ 100 LL ☐ Other _____

Location of Fueling Station: _____

The Applicant requests approval to conduct Non-Commercial Self-Fueling of based aircraft that are owned by or leased by the Applicant.

FEE PAYMENT: Applicant shall pay the monthly fuel flow fee on time for fuel dispensed into aircraft owned or leased by the applicant, and all required fees including late fees, interest and penalties.

PERMIT LIMITATIONS:

- A. This Permit may not be assigned or transferred.
- B. A holder of a Self-Fueling Permit shall not dispense or permit the dispensing of aircraft fuels into aircraft that are not owned or leased by the applicant.
- C. This permit shall remain in effect unless otherwise suspended, relinquished or revoked.

INFORMATION CHANGES: The Applicant must notify the Director of Aviation in writing within ten (10) days of any changes to the information provided on this form.

COMPETENCY: The Applicant certifies that the personnel engaged in self-fueling are properly trained in aircraft fueling, fuel handling and associated safety procedures, and will conform to the best practices for such operations.

SELF-FUELING RULES AND REGULATIONS: The Applicant certifies that he or she has read and understands the Airport's Rules and Regulations regarding Non-Commercial Self-Fueling and acknowledges receipt of a copy of these Rules and Regulations.

REPORTING: The Applicant shall provide monthly fuel inventory reconciliation reports listing the type and amount of fuel dispensed to all aircraft, fuel received, spilled or otherwise accounted for.

The undersigned representative certifies he/she is authorized to sign for this permit and shall comply with all the provisions of the Airport Rules and Regulations and the Minimum Standards.

SignatureDate

Printed Name

Airport Administration Only

Insurance Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
Spill Prevention Contingency and Control Plan (SPCC)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Standard Operating Procedures/Quality Control Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fire Marshal Inspection Conducted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Aircraft Ownership or copy of Lease	<input type="checkbox"/> Yes <input type="checkbox"/> No
Copy of:	
1) NFPA 407 Standards for Aircraft fueling	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) FAA AC 150/5230-4 Aircraft Fuel Storage, Handling, and dispensing	<input type="checkbox"/> Yes <input type="checkbox"/> No

Approved by:

Dawn R.H. Veatch, Director of Aviation

Date signed

Return Original To: Attention: Director of Aviation , Terminal Building, 5485 Airport Terminal Road, Unit A, Salisbury, Maryland 21804-1599

SBY Regional Airport

Non-Commercial Self-Fueling Rules and Regulations

Section 1 Statement of Concept

1.1 Self-Fueling is the dispensing of fuel into an aircraft by the owner from facilities and equipment provided by that owner. This section applies exclusively to the dispensing of Fuel by other than an Aircraft Fuels and Oil Sales and Services FBO as described in Article 6 of the Airport Minimum Standards.

1.2 All entities desirous of Self-Fueling shall be accorded a fair and reasonable opportunity, without unjust discrimination, to qualify and receive a Non-Commercial Self-Fueling Permit. Those entities that have a Franchise granting them the right to perform commercial Fueling are not required to apply for a Self-Fueling Permit.

Section 2 Agreement/Approval

2.1 No person who Self-Fuels his or her aircraft and dispenses over 1,200 gallons of Fuel annually in their aircraft shall engage in Self-Fueling activities unless a valid Non-Commercial Self-Fueling Permit authorizing such activity has been entered into with the Airport.

2.2 The Permit shall not reduce or limit the Permittee's obligations with respect to these Self-Fueling Standards, which shall be included in the Permit by reference.

2.3 Prior to issuance and subsequently upon request by the Director of Aviation, the Permittee shall provide evidence of ownership (and/or lease agreement) of any Aircraft being Fueled by the Permittee or his employee(s). Aircraft that are leased must be under the complete operational control of the Permittee and leased for a minimum of two (2) years. The Permittee may be required to show proof that the person fueling the aircraft is an employee of the Permittee (proof may be a copy of the employee's W-2 Statement).

Section 3 Reporting

3.1 Permittee shall report all Fuel dispensed during each calendar month and submit a summary report along with the appropriate Fuel Flowage Fee due to the Airport on or before the 15th of each subsequent month.

3.2 Permittee shall during the term of the Permit and two (2) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records shall be made available for audit by the Director of Aviation or representatives from the County. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional fees and charges due the Airport, plus interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

Section 4 Fuel Storage

4.1 Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage of Fuel through either an authorized FBO at the Airport or with a reputable off-airport aviation petroleum supplier/distributor.

4.2 Operators authorized by the Airport to construct or install a Fuel storage facility at the Airport shall do so at their cost in the centrally located Fuel Farm owned by the Airport. In no event shall the total storage capacity be less than:

- A. 12,000 gallons for Jet A Fuel
- B. 10,000 gallons for 100 LL Fuel (AvGas)

4.3 The use of a portable or transportable fuel tank is acceptable at the Airport. The storage of a portable or transportable tank on Airport property is prohibited. All transportable tanks or portable fuel tanks must be removed immediately from Airport property once the aircraft is fueled. No more than five (5) gallons of fuel can be stored anywhere on Airport property except in the Airport's consolidated Fuel Farm located on Taxiway E.

Section 5 General Standards For Refuelers

5.1 Permittee shall utilize a single refueling vehicle for each type of Fuel to be dispensed. AVGAS refuelers shall have a minimum capacity of 750 gallons and Jet refuelers shall have a minimum capacity of 1,200 gallons. All refueling vehicles shall be capable of bottom loading.

5.2 Each refueling vehicle shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements set forth in the Airport Rules and Regulations, County Fire Code and the National Fire Protection Association (NFPA) Codes.

5.3 Prior to transporting Fuel onto the Airport, the Permittee shall provide the Airport with a Spill Prevention Contingency and Control Plan

(SPCC) that meets regulatory requirements for above ground Fuel storage facilities. A copy of such SPCC Plan shall be filed with the Director of Aviation at least ten (10) business days prior to such implementation. Such plan shall describe, in detail, those methods that shall be used by the Permittee to clean up any potentially hazardous Fuel spills. This plan shall also describe, in detail, which methods the Permittee intends to use to prevent any such spill from ever occurring.

5.4 In accordance with all applicable Regulatory Measures and appropriate industry practices, the Permittee shall develop and maintain Standard Operating Procedures (SOP) for Fueling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A, entitled "Aircraft Ground Handling and Servicing (including updates). The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures for Fuel spills and fires. The SOP shall be submitted to the Director of Aviation no later than ten (10) business days before the Permittee commences Non- Commercial Self-Fueling at the Airport. The Airport shall conduct inspections on a periodic basis to ensure compliance.

5.5 The dispensing of Fuel must meet all applicable Airport, State of Maryland and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Av-Gas, ASTM D-1655 for Jet Fuel and ASTM D-439-58 for Mogas, which shall be determined at the time of delivery into the Aircraft, and NFPA 407.

5.6 Prior to Self Fueling of any Aircraft, the person shall provide to the Director of Aviation a copy of the FAA's Aircraft registration certificate for that Aircraft verifying sole ownership by the person, or proof of being the lessee of said Aircraft and that he or she has complete operational control over the aircraft.

5.7 Provide insurance coverage in amounts no less than specified in Appendix B of the Airport Minimum Standards.

5.8 Provide written proof that the County Fire Marshal has inspected the Fueling facilities and reviewed the Fueling methods for dispensing Fuel into the aircraft.

5.9 Persons or designees who do not have written permission from an FBO which allows the user to Fuel on the FBO's Leased premises shall coordinate with and receive written permission from the Director of Aviation for the location of, and access routes to an alternative Fueling location.

**SBY Regional Airport
Rules and Regulations
Appendix G. T-Hangar Lease Agreement**

**SBY Regional Airport
Rules and Regulations
Appendix H. Corporate Hangar Lease Agreement**

**SBY Regional Airport
Rules and Regulations
Appendix I. SBY Regional Airport Rules and Regulations**