



MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

LEHIGH VALLEY INTERNATIONAL AIRPORT

2020

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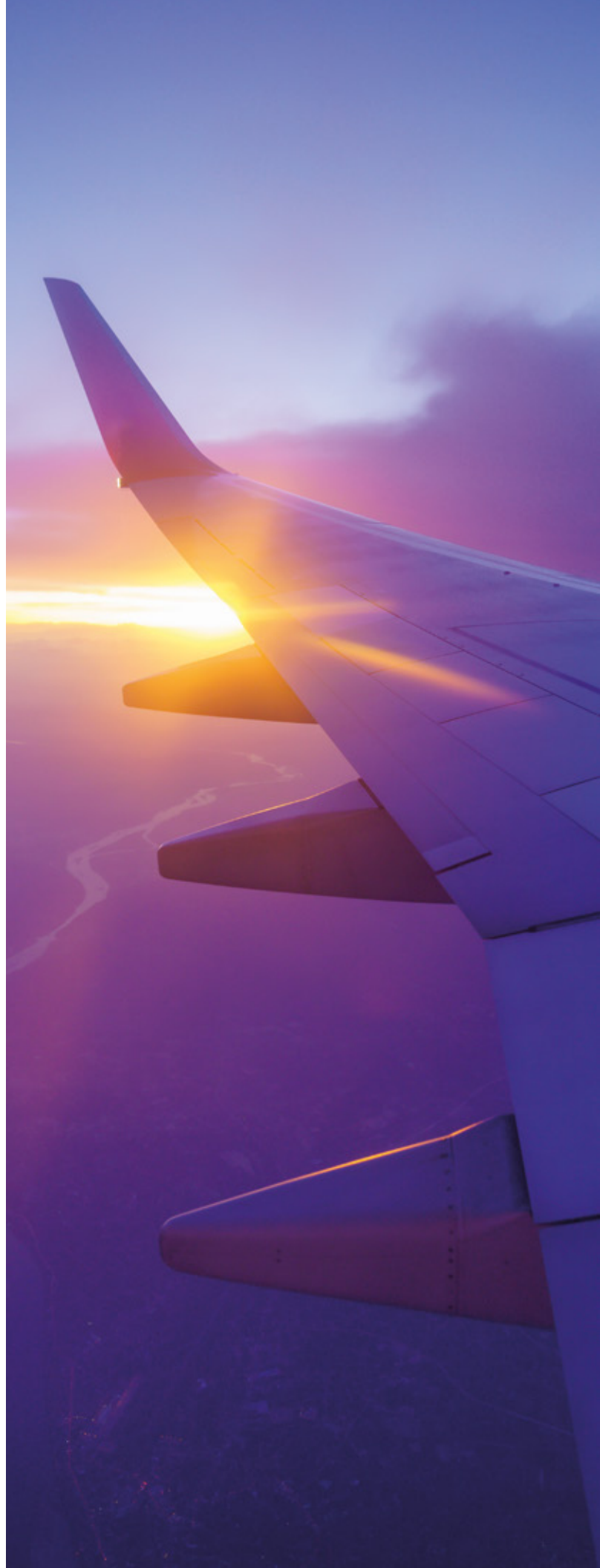


MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

LEHIGH VALLEY INTERNATIONAL AIRPORT

The Lehigh-Northampton Airport Authority, as the owner of the Lehigh Valley International Airport, recognizing the necessity of identifying uniform, non-discriminatory standards to ensure the safe and efficient operation of the Lehigh Valley International Airport, hereby promulgate and adopt the following Minimum Standards for the use of any land or facility on said airport.

Any current or prospective Commercial Aeronautical Operator bears the burden of reviewing and complying with both these Minimum Standards and also the Rules and Regulations, and any updates thereto, as well as the conditions of any applicable Agreement, and all applicable local, state, and federal laws.





I. DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

Aeronautical Activity – 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 such operations.

Agreement – A lease or other written agreement approved by the Authority that authorizes the conduct of a Commercial Aeronautical Activity at the Airport.

Air Carrier – A Commercial Aeronautical Operator holding an operating certificate under Federal Aviation Regulation Part 121.

Air Taxi/Charter – An operator licensed by the Federal Aviation Administration to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration. This term specifically includes, but is not limited to, operators certificated by FAA under 14 C.F.R. Part 135.

Airport – The Lehigh Valley International Airport, including all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted

on a current Airport Layout Plan approved by the Federal Aviation Administration.

Airport Authority – The Lehigh-Northampton Airport Authority, which is the entity that owns, operates, and oversees the governance of the Airport.

Airport Layout Plan – The current, FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

Airport Security Program – The written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.

Airport Use Fee – The fee assessed by the Authority on Commercial Aeronautical Operators in exchange for the right to do business at the Airport.

Commercial Aeronautical Activity – Any commercial operation that is related to the operation of Aircraft as prescribed in these Minimum Standards for Commercial Aeronautical Activities. This does not include any commercial operation not directly related to the operation of Aircraft, *e.g.* restaurant, rental car, or other concessions. *See*, Article II, Section B.



DEFINITIONS

Commercial Aeronautical Operator – An Entity conducting a Commercial Aeronautical Activity at the Airport pursuant to an Agreement with the Authority.

Entity – Any person, firm, general or limited partnership, corporation, trust, association or similar entity making application for, leasing or using any land or facility at the Airport.

Executive Director – The person hired by the Authority to administer and direct the operation of the Airport and to enforce and administer the Rules and Regulations and the Minimum Standards, and his/her designee, as set forth in the most current Delegation of Authority Resolution adopted by the Authority, from time to time.

FAA – The Federal Aviation Administration.

Fixed Base Operator or FBO – An entity that maintains and operates facilities at the Airport for the purpose of providing the commercial aeronautical services listed on Appendix B.

Flying Club – A nonprofit or not-for-profit entity organized for the express purpose of providing its members with the noncommercial use of aircraft for their personal use and enjoyment.

Gross Revenue – The revenue generated and collected by the Commercial Aeronautical Operator through its provision of the Commercial Aeronautical Activity at the Airport, prior to any deductions.

Minimum Standards – The qualifications established herein, as amended from time to time by the Authority setting forth the minimum requirements that must be met to conduct a Commercial Aeronautical Activity on the Airport.

Rules and Regulations – Rules and regulations as may be promulgated from time to time by the Authority to protect the public health, safety, interest and welfare on the Lehigh Valley International Airport, and to augment the Ordinances and Resolutions pertaining to the Airport.

Specialized Aeronautical Service Operator or SASO – An entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include commercial fueling.

Through the Fence or TTF Operations – Those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering a Commercial Aeronautical Activity or to owners of aircraft based on land adjacent to, but not part of, the airport.

Variance – The conditional grant of a modification to the Minimum Standards requirements, often for only a temporary period to address unique facts or hardships.

Waiver – The conditional grant of an exemption, or partial exemption, from one or more requirements of the Minimum Standards.





II. INTRODUCTION

A. GENERAL

1. These Minimum Standards are adopted by the Authority. The Authority, however, delegates the oversight, enforcement, and approval authority associated with the Minimum Standards to the Executive Director (or to his or her designee).
2. All Commercial Aeronautical Activities conducted on the Airport must be authorized in an Agreement approved by the Authority, as appropriate (Agreement), and all such Agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with these Minimum Standards and the Rules and Regulations.
3. In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of federal law, and the laws of the State of Pennsylvania and of Lehigh County.
4. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The Authority reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available.

5. These Minimum Standards cancel and supersede all previous minimum standards governing use of the Airport.
6. The invalidation of any specific minimum standard shall not affect the validity of the remainder of the Minimum Standards.
7. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.

B. EFFECTIVENESS AND AMENDMENT

1. The Minimum Standards shall be effective upon enactment and shall apply to (i) any new Agreement to conduct a Commercial Aeronautical Activity at the Airport; and (ii) any existing Agreement and any amendment to an existing Agreement, to the fullest extent permissible and in the manner provided under any such Agreement. An Entity may request an advisory opinion from the Executive Director as to the application of the Minimum Standards to the Entity.
2. The Authority shall review these Minimum Standards from time to time and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to protect



the health, safety and interest of the Authority and the public. Upon approval of any such amendments, the Commercial Aeronautical Operators shall be required to conform to such amended standards.

3. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the party to the Agreement may seek an extension or renewal of the Agreement in accordance with the procedural and substantive requirements of the Minimum Standards then in effect. Nothing herein shall be construed to convey the right to continue to conduct a Commercial Aeronautical Activity beyond the term of an Agreement.

C. COVERED ENTITIES AND ACTIVITIES

The Minimum Standards shall apply to the following Entities and activities:

1. Any Entity proposing to conduct a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators (FBOs) and Specialized Aeronautical Service Operators (SASOs), whether or not such Entity is based at the Airport.
2. The Authority, in any instance in which the Authority elects to operate a Commercial Aeronautical Activity at the Airport.

D. NON-COVERED ENTITIES AND ACTIVITIES

1. Non-Covered Entities

The Minimum Standards shall **not** apply to the following **Entities**:

- Air Carriers, with respect to the conduct of scheduled passenger operations at the Airport.
- Scheduled or non-scheduled Air Carriers companies providing service to and from the Airport, but not based at the Airport.
- An Air Taxi/Charter operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Airport.
- A flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based at the Airport.
- An aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a

“rapid response” or similar program to provide outsourced aircraft maintenance at a remote location.

Notwithstanding the foregoing, to the extent that any Entity otherwise exempted from the Minimum Standards provides ground handling services, the standards applicable to ground handling services outlined in these Minimum Standards shall apply to those services (*see* Article VII, Section F).

2. Non-Covered Activities

The Minimum Standards shall **not** apply to the following **activities**:

- Non-commercial Aeronautical Activities (except Flying Clubs), including, without limitation, individuals storing their own aircraft; and
- Self-servicing and self-fueling by a tenant to the extent permitted by the Rules and Regulations.

E. PROHIBITED ACTIVITIES

1. Through-the-Fence Operations

These Minimum Standards expressly forbid all Through-the-Fence (TTF) operations. The Authority’s obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access.

2. Cross-Ownership

All Commercial Aeronautical Operators have an affirmative obligation to identify if they hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in any on-Airport commercial service provider. Consistent with the Authority’s obligation to avoid granting exclusive rights, no Commercial Aeronautical Operator may hold or control such interests in more than one on-Airport commercial service provider, absent written authorization by the Authority.

3. Subleasing

No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use.

4. Fuel Cooperative Organizations (CO-OPS)

The sale of fuel at the Airport is limited to those entities meeting the Minimum Standards for a Fixed-Base Operator. In addition, an airport



sponsor is not required to permit a CO-OP to self-service, and the Authority does not permit it at the Airport. Accordingly, CO-OPs are not permitted at the Airport for any purpose.

F. WAIVERS AND VARIANCES

1. Waivers

The Authority may issue a Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.

In all other instances, the Authority may approve a Waiver of the Minimum Standards upon finding that each of the following conditions is satisfied:

- The Commercial Aeronautical Operator seeking the Waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement.
- The Commercial Aeronautical Operator has agreed to come into substantial or full compliance with the Minimum Standards within a prescribed schedule, as required by the Authority as a condition of granting the Waiver.
- The schedule is enforceable by the Authority.
- The Waiver is needed to alleviate the financial burden of initiating a new or expanding an existing Commercial Aeronautical Activity at the Airport.
- The Authority finds that the Waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

In extraordinary circumstances, the Authority may also grant a Waiver under circumstances that are fair and equitable when the Commercial Aeronautical Operator is unable to satisfy all of the above conditions.

2. Variances

The Authority may approve a Variance of the Minimum Standards upon finding that each of the following conditions is satisfied:

- A special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome.
- The Variance is narrowly tailored to address the special condition or unique circumstance.

- The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.
- The schedule is enforceable by the Authority.
- The Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport.
- The Authority finds that the Variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

Any Waiver or Variance approved by the Authority hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and (i) shall not serve to amend, modify, or alter the Minimum Standards, (ii) shall have no precedential effect as to circumstances that may arise in the future on the Airport, and (iii) shall not create any rights in the specific Commercial Aeronautical Operator to be granted a Waiver or Variance in like circumstances in the future.

G. ADDITIVE STANDARDS AND CONFLICTS

Except as otherwise specifically provided herein, Commercial Aeronautical Operators must meet every minimum standard for every authorized Commercial Aeronautical Activity.

In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between the Agreement and the Minimum Standards, the terms of the Agreement shall apply. However, in no event shall an Agreement with standards less stringent than these Minimum Standards govern unless the Authority has granted the Commercial Aeronautical Operator a Waiver or Variance as described in Section II.F or an off-set as described in this Section II.G.

The Authority may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Authority finds that each of the following conditions is satisfied:

- The off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users in keeping with the policies hereof.
- The off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport.

An off-set granted pursuant to this provision shall not constitute a Waiver or Variance as provided in Section II.F above.



III. APPLICATIONS FOR COMMERCIAL AERONAUTICAL LEASES

Applications for permission to conduct any Commercial Aeronautical Activity on the Airport, with the necessary permits and licenses shall be made to the Executive Director. The Executive Director shall thereafter present the application to the Authority. The applicant shall submit all information and material necessary, or requested by the Authority, to establish to the satisfaction of the Authority that the applicant will qualify and will comply with these Minimum Standards. The application shall be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership, or a director or an officer of a corporation.

A Commercial Aeronautical Operator on the Airport as of the date of enactment of these Minimum Standards shall not be required to submit a statement of interest or application as described by this Article III, nor be or subject to review under Article IV, with respect to the current Agreement. However, at the time of enactment of these Minimum Standards, the Executive Director may request additional information listed in Article III, Paragraph C, to complete the Authority's records.

A. STATEMENT OF INTEREST

The Authority will not accept or take action on a request to conduct a Commercial Aeronautical Activity at the Airport until after the proposed applicant submits a Statement of Interest in writing which provides: (1) a general overview

and scope of the proposed Commercial Aeronautical Activity(ies), including the general area in which the proposed activity(ies) shall occur; and (2) appropriate contact information, including the name, mailing address, email address and telephone number of the applicant.

B. NOTICE / PROCUREMENT

Upon receipt of a statement of interest, or on its own initiative, the Authority may authorize a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation. In such event:

1. The Authority shall issue a Request for Qualifications or a Request for Proposals in a manner consistent with then-applicable local and Federal procurement requirements to determine whether any other Entity is interested and qualified to perform the same or similar Commercial Aeronautical Service.
2. The Authority shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.

In the discretion of the Authority, all other Entities then conducting Commercial Aeronautical Activities on said Airport who, in the opinion of the Authority, would be directly affected by the approval of a Commercial Aeronautical



Service pursuant to a Request for Qualifications or Proposals, may also be notified of the filing of such statement of interest and the time and place of the Authority meeting to consider the same.

C. WRITTEN APPLICATION

If the Authority elects to issue a Request for Qualification or Request for Proposals, it will request a written application from interested parties. If not, the Authority will only request a written application from the initial applicant. The written application shall be in the form prescribed by the Executive Director, or, in the absence of a form, shall include the information listed below and any such additional information as may be requested by the Authority or the Executive Director.

Upon the consideration of the application, the Airport Authority shall determine whether the applicant meets the standards and qualifications as herein set out and whether such application should be granted in whole or in part, and if so, upon what terms and conditions.

Information for Written Application:

1. The name and address of the applicant.
2. Comprehensive listing of the scope of the proposed Commercial Aeronautical Activity(ies).
3. Map, to scale, of the amount, configuration, and location of the land requested or desired to be constructed or leased.
4. The names and the qualifications of the personnel to be involved in conducting such activity(ies).
5. The financial responsibility and ability of the applicant to perform and provide the activity(ies) sought for a minimum of five (5) years. The Authority shall be the sole judge of what constitutes adequate financial capacity.
6. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity(ies), including the number, type(s) and basing of aircraft to be provided/maintained (as applicable).
7. Copies of the necessary certificates from the FAA or other authority where the same are required for the activity proposed, or demonstration that the applicant can reasonably obtain such approvals.
8. The requested or proposed date for commencement of the activity(ies) and the term of conducting the same.
9. The size and position of the building(s) to be constructed or leased and the proposed design and terms for the construction of any

additional space and the ownership, leasing or sub-leasing thereof. The estimated cost of any structure(s) or facility(ies) to be furnished, the proposed specifications for same, and the means or method of financing such constructions or acquisition of facilities.

10. The specific types and amounts of insurance proposed in accordance with minimum requirements for the activity(ies).
11. Names and financial statement(s) of proposed guarantor(s) for the Agreement, if appropriate.
12. Proforma operating statement for first year.
13. Identification of any and all bankruptcies relating to the applicant and the applicant's principals.
14. Disclosure of any and all documented violations by the applicant and/or the applicant's principals of FAA regulations.
15. A preliminary safety and emergency response plan for the proposed Commercial Aeronautical Activities, if applicable.
16. Disclosure if any Entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the potential operator, provide complete information about the extent and nature of such cross-ownership.

D. SUPPORTING DOCUMENTS

If requested by the Authority, the applicant shall submit the following supporting documents to the Authority, together with such other documents and information as may be requested by the Authority:

1. **Financial Statement.** A current financial statement certified by a Certified Public Accountant.
2. **Assets.** A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.
3. **Credit Report.** A current credit report covering all areas in which the applicant has done business during the past ten years.
4. **Authorization for Release of Information.** A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or department of all states in which the applicant has engaged in aviation business to supply the Authority with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.



IV. REVIEW OF APPLICATION

The Authority shall not take action on an application to conduct a Commercial Aeronautical Activity on the Airport unless and until it has received all required and/or requested information and documentation specified in Section III.C. and III.D. above.

In reviewing an application to conduct a Commercial Aeronautical Activity on the Airport, any of the following reasons shall be grounds for denial of that application:

- 1. Not Qualified.** The applicant for any reason does not meet the established qualifications, standards and requirements.
- 2. Safety Hazard.** The applicant's proposed operations or construction will create a safety hazard on the Airport.
- 3. Authority Expenditure.** The granting of the application will require the Authority to spend airport revenue or public funds, or to supply labor or materials in connection with: the proposed operations to an extent which or at a time when the Authority is unwilling to enter into such arrangement; or, the operation will result in a financial loss to the Airport.
- 4. Availability.** There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application.
- 5. Non-Compliance with Airport Layout Plan or Airport Master Plan.** The proposed operation or Airport development or construction does not comply with the Airport Layout Plan or current Airport Master Plan.
- 6. Congestion.** The development or use of the area requested by the applicant will result in depriving existing Fixed Base Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Fixed Base Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Fixed Base Operator's area.
- 7. Misrepresentation.** Any party applying, or interested in the business, has either intentionally or unintentionally, supplied the Authority with any false information or

has misrepresented any material fact in his application or in supporting documents or has failed to make full disclosure on his application or in supporting documents.

- 8. History of Violations.** Any party applying, or interested in the business, has a record of violating these Minimum Standards, the rules and regulations of this or any other airport, or the Federal Aviation Administration regulations.
- 9. Defaulted Performance.** Any party applying, or interested in the business, has defaulted in the performance of any Agreement with the Authority.
- 10. Poor Credit Report.** Any party applying, or interested in the business, has a credit report which contains derogatory information and who does not appear to have satisfactory business responsibility and reputation.
- 11. Lack of Finances.** The applicant does not appear to have, or have access to, the finances necessary to conduct the proposed operation for a minimum period of six months. (For example, the applicant lacks the ability to post performance bond equal to six months' rental.)
- 12. Undesirable Reputation.** Any party applying, or interested in the business, has been convicted of any crime or violation of any ordinance of such nature that it indicates to the Authority that the applicant would not be a desirable operator on the Airport.
- 13. FAA Determination.** The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
- 14. Other.** Denial of the application is otherwise appropriate because it would cause the sponsor to be in violation of applicable federal, state or local obligations.

In addition, in considering every application for establishing Commercial Aeronautical Activities, the Authority shall give due consideration to whether such proposed activity would be wasteful or uneconomical duplication of facilities or detrimental to the public interest.

V. STANDARD REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL ACTIVITIES

The following performance standards apply to all Commercial Aeronautical Operators and Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections VI and VII of these Minimum Standards.

A. CAPABILITY/EXPERIENCE.

Every applicant for permission to conduct any Commercial Aeronautical Activity(ies) at the Airport shall satisfy the Authority that such applicant has:

1. A history of management and personnel ability in conducting the same or similar or comparable type of service or activity in a good and workmanlike manner.
2. The financial responsibility and technical ability to provide facilities and services proposed.
3. The capability of consistently providing the required products, services and facilities and engaging in the required Commercial Aeronautical Activities in a safe, secure manner in service to and to the benefit of the general public.

B. AGREEMENT REQUIREMENTS.

1. General.

An Agreement is a prerequisite to providing any Commercial Aeronautical Activity on the Airport. Upon the approval of

any application for a Commercial Aeronautical Activity at the Airport, the Authority shall cause to be prepared an Agreement setting forth the terms and conditions of the proposed activity(ies). Simultaneously with submitting an application, the proposed Commercial Aeronautical Operator shall pay the Authority a non-refundable application fee according to the fee schedule set forth at Appendix C, which may be amended by the Authority from time to time. Should the Authority approve an application, such application fee shall be credited towards the Entity's first month's rent under the subsequent Agreement.

It is the intention of the Authority that the total costs of operation, overhead and maintenance costs be borne by the Commercial Aeronautical Operator, and that no costs be incurred by the Authority. Title to any improvements is to vest in the Authority upon completion of the work, subject to rights of mortgagee, unless separately addressed in an Agreement.

The failure to remain current in the payment of rents, fees, charges, pass-through expenses, and other sums due and owing to the Authority shall be grounds for termination of the Agreement for Commercial Aeronautical Activities at the Airport.

2. Agreement Terms.

The Agreement with the Authority must recite the terms and conditions under which the Commercial Aeronautical Operator will do business on the Airport, including but not limited to, the term of Agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants.

Each Commercial Aeronautical Operator shall each year pay to the Authority an Airport Use Fee in the applicable amount



set forth in Appendix D. The specific provisions (due dates, mechanism of payment, etc.) shall be set forth in each individual Agreement. The calculation of Gross Revenue, if applicable, shall also be specifically set forth in each individual Agreement. The Authority reserves the right to modify Appendix D, including the amount or type of Airport Use Fee paid, at any time and for any reason.

Term lengths will be determined by the Authority depending upon such factors as the degree of investment made by the prospective tenant, the remaining value of such improvements at the end of the proposed lease or contract term, and requirements of federal law.

Agreements for Commercial Aeronautical Activities shall contain or reference all provisions required by the Federal Aviation Administration as a condition of any Federal Grant to the Airport and shall also incorporate these Minimum Standards and the Rules and Regulations by reference.

C. INSURANCE REQUIREMENT.

1. All Commercial Aeronautical Operators at the Airport shall maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport, including indemnity insurance or bond to protect and hold the Airport, and its Authority, employees, agents and assigns harmless from any liability in connection with the conduct of the activity proposed. The insurance policy terms and coverage limits requirements applicable to each type of Commercial Aeronautical Activity are set forth in Appendix A to these Minimum Standards.
2. Each Commercial Aeronautical Operator shall maintain insurance throughout the term of the Agreement. The applicable insurance coverage shall be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business. Lapses in insurance coverage may result in denial of access to the Airport and/or termination of the Agreement.
3. Any Commercial Aeronautical Operator, who by nature of its size, has become self-insured, shall furnish evidence of such self-insurance and shall hold the Airport, its Authority, employees, agents and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.
4. Each Commercial Aeronautical Operator, and any contractor or subcontractor of each Commercial Aeronautical Operator doing business on the Airport, will provide a Certificate of Insurance listing the Airport as an additional insured. This obligation shall not apply to any workers' compensation policy. It shall be the Commercial Aeronautical Operator's responsibility to ensure that its contractors and subcontractors fulfill this requirement. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage. Each policy shall be primary and non-contributory. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Commercial Aeronautical Operator under an Agreement. It shall be the Operator's responsibility to pay any retention or deductible for the coverages required herein and in the Agreement. Insurance shall be secured by a company authorized to conduct business in the State of Pennsylvania and shall be issued by insurers having a rating of at least "A" VIII, by A. M. Best or an equivalent rating by a similar rating entity, acceptable to the Authority. Insurance policies must include a requirement that a 30-day notice of cancellation, material change, or non-renewal will be sent to the Executive Director.
5. In requiring Commercial Aeronautical Operators to maintain insurance hereunder, the Authority in no way assumes liability for injury and damage occurring on or in connection with the Airport, and the Authority reserves the right to claim any defense or immunity available under law.
6. In prescribing insurance coverage types and limits, the Authority is not representing or guaranteeing that the types and limits are adequate to protect the Commercial Aeronautical Operator's interests and liabilities. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of a Commercial Aeronautical Operator.
7. The Authority reserves the right to review insurance requirements at any time and to make reasonable adjustments to Appendix A, including but not limited to the required types of insurance coverage, limits, and exclusions.

D. COMPLIANCE.

1. Federal, state and local requirements.

Commercial Aeronautical Operators must comply with all federal, state and local requirements applicable to their operations, including, but not limited to, the Airport Rules and Regulations and grant assurances applicable to the Airport. Without limiting the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements, as they now exist or are hereafter amended:

- **Airport Access and Security.** Commercial Aeronautical Operators are to comply with the Airport Security Program; laws, regulations, orders and directives of the Transportation Security Administration (TSA), as each may be amended; instructions of law enforcement personnel; and the policies, orders and directives of the Authority in furtherance of the Airport Security Program. Commercial Aeronautical Operators are responsible for their employees', vendors', and agents' compliance with the Airport Security Program.



- **Safety.** Commercial Aeronautical Operators are to comply with federal, state and local law applicable to workplace and aviation safety; and the orders and directives of the Executive Director in furtherance of any FAA-required Safety Management System or similar or related program at the Airport designed and intended to enhance safety.
- **Environmental.** Commercial Aeronautical Operators are to comply with all applicable federal, state and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, Preparedness, Prevention and Control Plan, Spill Prevention Response Plan, Stormwater Management Plan, and generally accepted industry environmental policies and standards.

2. Licenses, Permits, Certifications and Regulations.

Commercial Aeronautical Operators shall, at their own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of their activities at the Airport. Upon request, the Commercial Aeronautical Operator shall provide copies of such licenses, permits, certifications, or ratings to the Executive Director.

E. FACILITIES, MAINTENANCE AND EQUIPMENT.

1. Commercial Aeronautical Operators shall lease an area of adequate and appropriate size, shape, and location to provide for its activities/ services and operations.
2. All structures shall meet appropriate building and fire code requirements as determined by the jurisdiction responsible for enforcing building and fire codes.
3. All building maintenance, repair, and replacement of non-Airport-owned facilities shall be the Commercial Aeronautical Operator's responsibility.
4. Absent a provision in the Agreement establishing a different standard or requirement, the following provisions shall apply:
 - A. Unless otherwise specified in the particular Agreement, Airport-owned facilities, structural and external repairs (except for windows and hangar doors) shall be the Authority's responsibility, and all other maintenance, including repair of windows and hangar doors, shall be the Commercial Aeronautical Operator's responsibility.
 - B. Unless otherwise specified in the particular Agreement, Commercial Aeronautical Operators shall be responsible for trash removal, sewage, grass mowing, landscape maintenance (including weed removal), utility line maintenance, and pavement maintenance within its leased premises, including the set-back areas around structures. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
 - C. Commercial Aeronautical Operators shall maintain all premises in a clean, sanitary condition and at the expiration of the lease term shall return said premises to the Authority in this condition, reasonable wear and tear excepted.
 - D. Each FBO and SASO shall ensure the sanitary handling and disposal, away from the Airport, of all trash, waste and other materials utilized in its Commercial Aeronautical Activity, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
5. If painting operations are contemplated, the Commercial Aeronautical Operator shall provide a separate paint shop that meets all applicable safety requirements.
6. Unless otherwise stated in the applicable Agreement, Commercial Aeronautical Operators are responsible for the removal of snow and ice within their leased premises. All snow removal activities shall be conducted in adherence with the approved Airport Snow and Ice Control Plan and shall be coordinated with Airport operations personnel.
7. All paving and other construction shall be permanent and fire resistant and shall be compatible with the design, material and landscaping of the basic structures of the Airport.
8. Detailed plans and specifications of all construction and architectural design shall require the written approval of the Authority before any construction takes place. The Commercial Aeronautical Operator shall submit all required municipal permits (building, stormwater, etc.) to the Authority prior to the Authority granting such approval.
9. Commercial Aeronautical Operators must own, lease, or otherwise have access to the equipment to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Airport.
10. Commercial Aeronautical Operators shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with their intended use.
11. All vehicles operating at the Airport shall comply with recurrent federal training requirements, applicable FAA and TSA transportation requirements, and applicable Airport Rules and Regulations governing vehicles and traffic.



F. PERSONNEL

1. Commercial Aeronautical Operators must provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, and professional service.
2. A list of contacts shall be supplied to the Executive Director including after-hours phone numbers. This list shall be updated when any change occurs.
3. Commercial Aeronautical Operators must control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb or endanger any Airport customers, tenants or other operators. Commercial Aeronautical Operators are also responsible for the compliance of their personnel, agents, subcontractors and subtenants with the Airport Security Program.

G. NOTICE AND REPORTING

1. Commercial Aeronautical Operators must submit to the Executive Director new, updated, or amended FAA certificates and ratings applicable to the Commercial Aeronautical Operator, its employees or contractors annually when received.
2. Upon hiring new employees for positions requiring FAA certificates of ratings, all Commercial Aeronautical Operators must file said certificates of ratings with the Executive Director within two weeks of hiring the employee.
3. Commercial Aeronautical Operators must provide written notice to the Executive Director within two weeks after any revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder.
4. Commercial Aeronautical Operators shall provide the Executive Director with three weeks' notice of its intention to begin or discontinue a Commercial Aeronautical Activity authorized under its Agreement. However, if said start-up or discontinuation is not permitted or authorized under the Agreement, an amendment to the Agreement is required prior to the initiation or discontinuance of said use and a formal procurement process (*i.e.*, a Request for Proposals or a Request for Qualifications) may be required.

H. SUBCONTRACTING, SUBLEASING AND ASSIGNMENT

The Authority or Executive Director, as appropriate, must provide written approval for any sublease, assignment or subcontracting for the provisions of commercial services, products and services at the Airport.

1. Subcontracting.

Commercial Aeronautical Operators are prohibited from subcontracting absent extraordinary circumstances and written approval from the Executive Director. However, this prohibition does not apply with respect to an FBO or SASO's contractual relationship with individual independent contractors or temporary employees.

2. Subleasing.

Commercial Aeronautical Operators are permitted to sublease space to another Commercial Aeronautical Operator to perform one or more Commercial Aeronautical Activities, provided that, in its sole discretion, the Authority provides express written consent to such sublease. No such approval will be given unless, at a minimum, the following conditions are met:

The Commercial Aeronautical Operator must carry insurance for its sublessee or provide a certificate of insurance which shows the sublessee and the Airport as additional insured, in amounts commensurate with the services provided by the sublessee. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

3. Assignment.

The Authority may, in its sole discretion, provide express written consent for a Commercial Aeronautical Operator to assign its rights under an Agreement subject to these Minimum Standards. Prior to granting consent for any assignment, the Authority may require the prospective assignee to complete an application or submit the information prescribed in Section III (Applications for Commercial Aeronautical Leases) hereof. The Authority may reject the request to assign the Agreement based on the factors enumerated in Section IV hereof or for any other reason.



VI. MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)

The Authority is presently exercising its proprietary exclusive right to function as the sole FBO at the Airport and provide the FBO services described in Appendix B.

Accordingly, no entity shall have the privilege of conducting the FBO services described in Appendix B unless the Authority has agreed to, in writing, forgo exercising its right to be the exclusive provider of those services. In the event the Authority foregoes its proprietary exclusive right, the requirements to provide FBO services, products, and

facilities will be set by the Authority in amended Minimum Standards for FBOs. The Authority reserves the right to review and revise Appendix B at any time to adjust FBO services, products, or facilities the Authority provides on an exclusive basis.

Nothing in this Section VI is intended to prohibit self-service of aircraft by employees or affiliates of Commercial Aeronautical Operators.



VII. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOs)

A. MINIMUM STANDARDS FOR ALL SASOs:

In addition to meeting the requirements of Paragraph V above, every Specialized Aeronautical Service Operator shall comply with the following minimum requirements of this Paragraph A as well as any applicable standards for the relevant Commercial Aeronautical Services provided.

1. Land and Improvements.

SASOs shall construct, lease, or sublease an area that is adequate to erect a building with sufficient floor space to accommodate its operations. This floor space shall be used to house all equipment and provide for aircraft storage, offices, restrooms, customer lounges, or other uses necessary to the SASO's operations.

SASOs shall construct, lease, or sublease sufficient:

- (1) paved onsite automobile parking space with

accommodations for automobiles; and, where appropriate, (2) a paved aircraft apron to accommodate the SASO's services and operations.

2. Hours of Operation.

Each SASO shall have its premises open and services available on an as needed basis sufficient to meet the needs of its users.

3. Personnel.

Each SASO shall employ and have on duty sufficient staff to meet the Minimum Standards for each Commercial Aeronautical Activity provided. A staffing plan shall be submitted to the Executive Director for reference.

Each SASO shall provide the Executive Director with a point-of-contact, including telephone numbers, for personnel empowered to make decisions in emergency situations.



SASOs shall hold all licenses and certifications required to perform each Commercial Aeronautical Activity provided.

The SASO shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the SASO's services.

4. Prohibited Activities.

The sale of fuel by SASOs is prohibited. Unless explicitly specified in the applicable Agreement, a SASO shall not own or operate a fuel farm on the Airport. SASOs shall be strictly limited to self-fueling of its own aircraft. SASOs are not permitted to dispense fuel into any aircraft other than those it owns or leases, regardless of whether it is paid to do so. SASOs must comply with federal, state, and local laws, and Authority directives, regarding the placement, operation, and maintenance of any fuel farms on the Airport.

B. AIR CHARTER AND TAXI SERVICE

1. Personnel

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to perform the provided Commercial Aeronautical Activity and other customer service, as necessary.

2. Land and Improvements

Commercial Aeronautical Operators conducting an Air Charter and/or Air Taxi service shall construct, lease, or sublease an area providing a minimum of 2,000 square feet of hangar space and 200 square feet of office space.

3. Services and Equipment

Commercial Aeronautical Operators conducting an Air Charter and/or Air Taxi service shall be required to provide the following:

- Passenger lounge and restroom facilities, which may be shared in common with other Commercial Aeronautical Operators subject to review and approval by the Authority.
- Adequate table, desk, or counter for checking in passengers, handling ticketing or fare collection, handling of luggage.
- Sufficient properly certificated aircraft with properly certificated and qualified operating crew.
- Sufficient ground service equipment to perform the provided Commercial Aeronautical Activity.

C. AIRCRAFT ENGINE AND AIRFRAME MAINTENANCE AND ACCESSORY SALES

1. Personnel

All Commercial Aeronautical Operators operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

- At least one FAA certificated airframe and power plane mechanic available during 8 hours of the day, 5 days per week and on call by readily accessible means at other hours during the day or night, or at such hours as specified by the Authority.

2. Land and Improvements

Commercial Aeronautical Operators conducting aircraft engine, airframe and accessory maintenance shall construct, lease, or sublease an area providing a minimum of 5,000 square feet of hangar space and 200 square feet of office space.

3. Services and Equipment.

All Commercial Aeronautical Operators operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

- Sufficient inside and/or outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed, other than major repairs or alterations of less than 24 hours duration.
- Adequate shop space to house the equipment and adequate equipment as required to perform repairs.
- Facilities for washing and cleaning aircraft if operator engages in said business.

D. AIRCRAFT RENTAL AND SALES (COMMERCIAL ONLY; NON-FLIGHT TRAINING)

1. Personnel

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to perform the provided Commercial Aeronautical Activity and other customer service, as necessary.



2. Land and Improvements

Commercial Aeronautical Operators conducting aircraft rental and/or sales shall construct, lease, or sublease an area providing a minimum of 500 square feet of hangar space, 200 square feet of office space, and 500 square feet of ramp space.

3. Services and Equipment

Commercial Aeronautical Operators conducting an aircraft rental and sales activity shall provide:

- Sufficient office space for consummating sales and/or rentals and the keeping for proper records in connection therewith.
- Adequate storage space for at least two (2) aircraft to be used for sales or rental.
- For rental, at least two airworthy aircraft suitably maintained and certificated.
- Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed on the Airport for such service and repair.
- The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
- Current up-to-date specifications and price lists for types and models of new aircraft sold.
- Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

E. CROP-DUSTING OPERATIONS

1. Personnel

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified and licensed to perform the provided Commercial Aeronautical Activity and other customer service, as necessary.

2. Land and Improvements

Commercial Aeronautical Operators conducting agricultural operations shall construct, lease, or sublease an area providing a minimum of 2,000 square feet of hangar space and 200 square feet of office space.

3. Services and Equipment

Commercial Aeronautical Operators conducting crop dusting or spraying of agricultural chemicals shall provide:

- Properly certificated aircraft suitably equipped for the agricultural operation undertaken.
- Sufficient arrangements for servicing, repairing, storing and parking its aircraft, with adequate safeguards against spillage on runways and taxiways or pollution or disbursement of chemicals by wind to other operational areas on the Airport.
- Sufficient arrangements for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
- Adequate provisions for the storage and disposal of hazardous materials, as necessary, and will comply with all federal, state, and local laws and regulations concerning the use, storage, or disposal of such hazardous materials.

F. COMMERCIAL GROUND HANDLING SERVICES

1. Personnel

A Commercial Aeronautical Operator providing ground handling services to commercial airlines, charters, or other aircraft owner/operator that is conducting commercial passenger service shall provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions, including a full-time qualified on-site representative, responsible for the conduct of day-to-day operation and the handling of each flight.

2. Land and Improvements

Commercial Aeronautical Operators conducting ground handling services to commercial airlines, charters, or other aircraft owner/operator that is conducting commercial passenger service shall construct, lease, or sublease an area providing a minimum of 750 square feet of office space.

3. Services and Equipment

A Commercial Aeronautical Operator providing ground handling services to commercial airlines, charters, or other aircraft owner/operator that is conducting commercial passenger service shall:

- Maintain an office at the Airport suitably located and adequate to conduct its business.



- Provide ground handling services in accordance with FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing, as the same may be amended or superseded.
- Provide two or more of the following services:
 - Ramp services, including supervision, marshaling, aircraft start-up, moving/towing aircraft, and safety measures.
 - On-ramp aircraft services, including wheel and tire chock, ground power supply, deicing and anti-icing, cooling/heating, toilet servicing, potable water, routine maintenance, and cleaning of cockpit windows, wings, nacelles and cabin windows.
 - Ramp services to airlines, including cleaning, catering, minor servicing of cabin fittings, alteration of seat configuration, ground service equipment, air stairs, catering loaders, baggage handling, cargo loading, mail and equipment loading.
 - In-terminal services, including ticketing, processing, loading and unloading of passengers, baggage, cargo, property, express packages and mail.
 - Provide service in accordance with a written operating agreement with an Air Carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.
- At least one (1) single-engine, complex aircraft, certified for instrument instruction, which shall have retractable landing gear and a controllable pitch propeller, one (1) single-engine aircraft equipped for primary instruction, one (1) dual equipped single engine land aircraft properly equipped and maintained for flight instruction, and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
- Adequate office and classroom space for students, proper restroom and seating facilities, and a student service counter, and adequate automobile parking for students and staff.
- Adequate teaching aids necessary to provide proper ground school instruction, including access to an-FAA approved aviation weather briefing source and flight planning service at no additional charge to students.
- Continuing ability to meet certification requirements of the FAA for the flight training proposed.
- Adequate facilities for storing, parking, servicing, and repairing all its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted on the Airport for such services.

G. FLIGHT TRAINING

1. Personnel

All Commercial Aeronautical Operators conducting flight training and instruction activities shall provide:

- At least two (2) FAA-certified flight instructors, one of whom is qualified as “CFI” and the other as “CFII,” and one FAA-certified or qualified Ground Instructor, available, through employment or contract, to students at competitive rates, at any time during normal school hours by appointment.

2. Land and Improvements

Commercial Aeronautical Operators conducting flight training shall construct, lease, or sublease an area providing a minimum of 600 square feet of hangar space, 500 square feet of office space, and 2 tie down ramp spaces.

3. Services and Equipment

All Commercial Aeronautical Operators conducting flight training and instruction activities shall provide:

- Business hours of at least eight (8) per day, six (6) days per week.

H. HANGAR KEEPERS

1. Personnel

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to perform the provided Commercial Aeronautical Activity and other customer service, as necessary.

2. Land and Improvements

Commercial Aeronautical Operators engaging in the business of renting and leasing hangar storage space to aircraft owners shall construct, lease, or sublease an area providing a minimum of 20,000 square feet of hangar space, 500 square feet of office space, and 10,000 square feet of ramp space.

3. Services and Equipment.

A Commercial Aeronautical Operators engaging in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:

- Ensure that facilities that are constructed are in accordance with plans and specifications as approved by the Airport.
- Require all tenants who sublease space to have an executed Agreement with the Commercial Aeronautical Operator prior to occupancy, the form of which provides adequate indemnification protection for the



Airport. A copy of the standard sublease form must be approved by the Airport in writing prior to commencement of leasing activities.

- Ensure that hangar tenants perform no maintenance within the hangar other than: (1) hangar tenants performing preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. § 43.7 (federal regulations regarding the specific persons authorized to approve aircraft or component parts for return to service after maintenance, preventive maintenance, rebuilding, or alteration); or (2) other maintenance permitted by FAA's final policy on the non-aeronautical use of airport hangars.
- Ensure that hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.
- Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, those items are either incidental to aeronautical use consistent with then-current FAA policy, or the non-aeronautical use has been approved by FAA.

In addition, Commercial Aeronautical Operators engaged in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall comply with the following:

- No individual fuel facilities will be allowed. Owners of hangars may operate their own fuel truck, but purchase of fuel must be made from an existing Fixed Base Operator by contract.
- Taxiway improvements to the site will be borne by the proponent.

I. OTHER AERONAUTICAL FUNCTIONS

This section addresses other Commercial Aeronautical Activities that are too varied to reasonably permit the establishment of specific minimum standards for each. Some of the Commercial Aeronautical Activities in this category include but are not limited to:

- Non-stop sightseeing flights
- Banner towing and aerial advertising
- Aerial photography or surveying
- Power line or pipeline patrol
- Aircraft cleaning and washing
- Aircraft salvage

- Specialty shops such as engine overhaul, accessory overhaul, prop shops, instrument shops, radio shops, etc.

- Ground Schools

Ground Schools are those Commercial Aeronautical Operators which provide instruction and education on aeronautical activities, including, but not limited to, aircraft maintenance, flight procedures, and emergency procedures, but do not provide any airborne flight instruction. Commercial Aeronautical Operators that desire to conduct these Commercial Aeronautical Activities at the Airport are encouraged to be tenants of existing operators. However, special requirements will be studied by the Authority on an individual basis.

This section shall only apply to those Entities which are conducting regular and frequent Commercial Aeronautical Activities, in the sole opinion of the Authority. The Authority may require that any Entity performing any Commercial Aeronautical Activity at or from the Airport comply with the Minimum Standards, whether or not that Entity or its aircraft are based at the Airport.

The proposed Commercial Aeronautical Operator of a Commercial Aeronautical Activity under this section shall meet the general requirements applicable to SASOs in these Minimum Standards. The Authority shall determine whether the proposed Commercial Aeronautical Operator shall be subject to any additional requirements.

J. UNMANNED AERIAL SYSTEMS (UAS) OPERATORS

1. Personnel

A Commercial Aeronautical Operator engaged in the operation and/or maintenance of an Unmanned Aerial System ("UAS," sometimes referred to as a "drone") for commercial purposes at the Airport shall provide:

- A sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- Have in place established and formalized safety protocols, as approved by the Executive Director.
- A person dedicated to maintenance and leasing.

2. Land and Improvements

Commercial Aeronautical Operators conducting UAS for commercial purposes shall construct, lease, or sublease an area providing a minimum of 10,000 square feet of hangar space and 200 square feet of office space.



3. Services and Equipment

A Commercial Aeronautical Operator engaged in the operation and/or maintenance of a UAS for commercial purposes at the Airport shall:

- Maintain a current and valid Private Pilot certificate issued by the FAA as well as an Instrument Rating.
- Shall obtain and have a current "UAS Operations License" issued by the Executive Director.
- Comply with all directives given by the Executive Director as to the time, place and manner UAS operations at the Airport.
- Comply with all applicable rules, regulations, advisory circulars, statements of policy or other directives issued by the Federal Aviation Administration as well as in any Certificates of Waiver or Authorization ("COA") and/or any other FAA authorizations.

4. Safety Management Systems

Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, the Commercial Aeronautical Operator shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the Authority entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator.

The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

K. SKYDIVING/PARACHUTE JUMPING AND ULTRALIGHTS

1. Personnel

A Commercial Aeronautical Operator engaged in the business of skydiving/parachute jumping and/or the rental, sale, or use of ultralight aircraft for commercial purposes at the Airport shall provide:

- A sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.

- A person dedicated to maintenance and leasing of any aircraft used in the Commercial Aeronautical Operator's business.

2. Land and Improvements

Commercial Aeronautical Operators conducting skydiving/parachute jumping and/or ultralight aircraft flights for commercial purposes shall construct, lease, or sublease an area providing a minimum of 5,000 square feet of hangar space and 200 square feet of office space.

3. Services and Equipment

A Commercial Aeronautical Operator engaged in the business of skydiving/parachute jumping and/or ultralight aircraft flights for commercial purposes at the Airport shall:

- Maintain a current and valid Private Pilot certificate issued by the FAA as well as an Instrument Rating.
- Shall obtain and have a current "Operations License" issued by the Executive Director.
- Comply with all directives given by the Executive Director as to the time, place and manner of such skydiving/parachute jumping and/or ultralight aircraft operations at the Airport.
- Comply with all applicable rules, regulations, advisory circulars, statements of policy or other directives issued by the Federal Aviation Administration.

4. Safety Management Systems

Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, the Commercial Aeronautical Operator shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the Authority entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator.

The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.



L. NON-COMMERCIAL FLYING CLUBS

Each Non-Commercial Flying Club (Flying Club) must satisfy the following:

- Each Flying Club shall keep a complete Aircraft list on file and available for review by the Authority or its designated representative. In the event that this list changes, the Flying Club shall provide a revised version to the Authority immediately.
- Each Flying Club shall keep on file with a current list of its designated representative, the current operating rules and the location and address of the club's registered office. In the event that this information changes, the Flying Club shall provide a revised version to the Authority immediately.
- Flying Clubs shall not conduct any commercial activity.
- Members may conduct flight instruction relating to Aircraft checkout and/or currency for other members. The Flying Club shall not permit its Aircraft to be utilized for commercial flight instruction by any person other than members of the Flying Club. Any flight instruction utilizing Flying Club Aircraft is only permitted if both the flight instructor and the student are members of the Flying Club.
- Flying Club Aircraft shall only be used by members.
- The Flying Club may rent Flying Club Aircraft only to members of the Flying Club.
- A Flying Club shall have at least one aircraft which is fully-airworthy and possesses all necessary documentation and inspections to be legally operated with passengers on board.

[END OF MINIMUM STANDARDS, APPENDICES ATTACHED]





APPENDIX A: INSURANCE REQUIREMENTS

Unless otherwise specified in this Appendix A, all Commercial Aeronautical Operators shall maintain the insurance types at the minimum limits specified in Table A in accordance with Section V.C. of these Minimum Standards. Coverage limits required herein may be achieved by an individual primary policy, or in combination with an Umbrella/Excess Liability policy.

All coverage required under this Appendix A shall include the following:

- The Authority as an additional insured;
- Provisions for waiver of subrogation in favor of the Authority;
- Provisions for hold harmless in favor of the Authority;
- Provisions for indemnification in favor of the Authority.

Table A

Insurance Type	Minimum Limits
Comprehensive General Liability*	\$5,000,000 combined single limit and each accident
Fire Damage Liability	\$500,000 combined single limit
Hangar Keepers' Liability	\$1,000,000 combined single limit
Products and Completed Operations Liability	\$1,000,000 combined single limit
Aircraft Liability**	\$1,000,000 general aggregate
Motor Vehicle^	\$1,000,000 combined single limit
Workers' Compensation	PA Statutory Limit

* Must include (1) Premises and Operations coverage, (2) Premises Medical Payments coverage, (3) Contractual, Personal Injury, and Advertising Injury Liability, and (4) coverage for Mobile Equipment Liability.

** Applies to only those Commercial Aeronautical Operators who utilize an owned aircraft for their Commercial Aeronautical Activity.

^ Applies to those Commercial Aeronautical Operators who use a motor vehicle on or about the Airport.



APPENDIX B: LIST OF SERVICES CURRENTLY PROVIDED BY AUTHORITY

- Aircraft marshaling;
- Aircraft refueling Jet A / 100LL;
- Aircraft lavatory service;
- Potable water service;
- Aircraft deicing (Types 1 & 4);
- Aircraft towing;
- Aircraft cleaning;
- International Trash handling;
- Baggage handling;
- Arrangement of hotel, catering and ground transportation reservations;
- Acceptance of all fuel deliveries: Jet A / 100LL;
- Mogas & Diesel;
- Crew car available;
- Pilots lounge with flight planning room;
- FBO conference room.

APPENDIX C: APPLICATION FEE SCHEDULE

Application Type	Application Fee
Commercial Aeronautical Operator	\$500.00
Non-Commercial Aeronautical Activity	\$150.00



APPENDIX D: AIRPORT USE FEE SCHEDULE

Commercial Aeronautical Operator Type	Annual Fee
Air Charter and Taxi Service	\$1,500.00
Aircraft Engine and Airframe Maintenance and Accessory Sales	\$1,500.00
Aircraft Rental and Sales (Non-Flight Training)	\$1,500.00
Crop-Dusting Operations	\$1,500.00
Commercial Ground Handling Services	\$1,500.00 <i>plus</i> 5% of Gross Revenue
Flight Training	\$1,500.00
Hangar Keepers	\$1,500.00
Unmanned Aerial System (UAS) Operators	\$1,500.00
Skydiving/Parachute Jumping and Ultralights	\$1,500.00
Other Aeronautical Functions	\$1,500.00



MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES
LEHIGH VALLEY INTERNATIONAL AIRPORT

2020

