



HANCOCK COUNTY-BAR HARBOR AIRPORT

TRENTON, MAINE

MINIMUM STANDARDS AND PROCEDURES

FOR THE LEASE AND OR USE OF PROPERTY

AND FACILITIES FOR AERONAUTICAL ACTIVITIES

1. PURPOSE, INTENT AND REQUIREMENTS

A. The purpose herein is to allow for the establishment and orderly development of a sound economic base upon which the Airport will thrive and experience a stable growth pattern; to insure that the public receives reliable, safe, adequate and nondiscriminatory service from Operators conducting commercial aeronautical activities at or from the Airport and; to insure that Operators conducting commercial aeronautical activities at the Airport receive fair, equitable and nondiscriminatory treatment as compared to others conducting the same or similar activities at the Airport.

B. The intent herein is to categorically identify those minimum standards and procedures by which all persons, firms or other legal entities conducting commercial (revenue producing) or noncommercial aeronautical activities at the airport shall conduct their respective operations.

C. The requirements, as set forth in these standards and procedures are intended to ultimately protect the public health, safety and other interests; and to foster and promote the continued development of the airport in a safe and efficient manner.

2. IMPLEMENTATION AND APPLICATION

A. The implementation and application of these standards and procedures shall be accomplished by the County of Hancock, acting through its duly elected County Commissioners and it's duly appointed Airport Manager.

B. These standards and procedures shall be published; they shall be appended to all existing and future leases/contracts/permits and operating rights agreements and shall be considered a part of all leases/contracts and/or operating rights agreements, of an Aeronautical Activity, which the County of Hancock has now or does in the future enter into.

3. GLOSSARY OF TERMS

A. AERONAUTICAL ACTIVITY: shall mean 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.

"COMMERCIAL" aeronautical activities shall mean any activity by an Operator intended to result in a monetary gain.

"NON-COMMERCIAL" aeronautical activities shall mean any activity by a Tenant which is conducted for their own benefit, without the intent of monetary gain.

B. ACRONYMS:

FAA Federal Aviation Administration

FBO Fixed Base Operator
BHB Hancock County-Bar Harbor Airport
Maine DOT State of Maine Department of Transportation, Air Transportation
Division

C. AIRCRAFT: shall mean and include any and all contrivances now and hereafter used for the navigation of, or flight in air or space, including but not limited to airplanes, airships, dirigibles, helicopters, gliders, amphibians and seaplanes.

D. AIRPORT: shall mean the land at the Hancock County-Bar Harbor Airport, Trenton, Maine and all developments thereon, either held in fee simple or as a leasehold, either occupied by tenants or fee holders, which are controlled, operated and maintained by either the Owner, its tenants and/or those to whom title in fee has been legally transferred. The Airport shall also include but not be limited to all runways, taxiways, rights of way, control tower(s), ramps, aprons, aircraft and vehicle parking areas, storage areas of all kinds and descriptions, improvements, utilities, facilities or other real property, necessary, convenient, or desirable, for the landing, takeoff, accommodation and service of aircraft of all types.

E. APPLICANT: shall mean that person(s), firm, or legal entity desiring to acquire use of a portion of the airport, establish or use any facility on the airport for an aeronautical activity; and, who shall apply in writing and in the manner and form prescribed, for permission to establish such operations on the airport.

F. APPLICATION OF LAW: shall be construed as prohibiting the conferring of a positive privilege and/or exclusive right to do business on the airport, irrespective of any existing agreement between the Owner and an Operator. Any subsequent grant of Federal funds, administered by the FAA, or State funds, administered by the Maine Department of Transportation (Maine DOT), will require the Owner to agree not to permit the establishment of an exclusive right to engage in any aeronautical activities in the future and to terminate any existing agreement which permits such exclusive right as soon as possible.

G. FIXED BASE OPERATOR; hereinafter referred to as "FBO", shall be any person(s), firm or legal entity located on the airport, or on privately owned property contiguous to the airport runway - taxiway system to which access may be granted by the Owner under the terms of these Standards and Procedures, performing any one or more of the following FBO categories and functions:

1. FBO CATEGORY I - FUEL SALES:

This Operator shall provide line services to include the sale and/or into plane delivery of recognized brands of aviation fuels, lubricants and other related aviation petroleum products. This FBO function shall include, in addition to the above, the necessary ramp assistance in the parking of such aircraft as may require the above services.

2. FBO CATEGORY II - FLIGHT INSTRUCTION (OTHER THAN SPORT PILOT TRAINING):

This Operator shall provide the flight training and instruction of pilots in dual and solo flight training, in fixed or rotary wing aircraft, and provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

3. FBO CATEGORY III - AIRCRAFT CHARTER AND AIR TAXI:

This Operator shall be engaged in the business of providing air transportation (persons or property) to the general public for hire, either on a charter basis (Commercial Operation) or as an air taxi Operator, as defined in the Federal Aviation Act of 1958.

4. FBO CATEGORY IV - AIRCRAFT SALES:

This Operator shall be engaged in the sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis) or otherwise; and provide such repairs, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by them.

5. FBO CATEGORY V - AIRCRAFT RENTALS (OTHER THAN LSA):

This Operator shall be engaged in the rental of aircraft (fixed or rotary wing) for operation by student pilots or other pilots not employed by the Operator.

6. FBO CATEGORY VI - AIRCRAFT AIRFRAME AND POWER PLANT REPAIR AND MAINTENANCE:

This Operator shall be engaged in the maintenance and repair of airplanes, power plants, propellers and accessories, and shall employ at least one person currently certificated by the FAA with ratings appropriate to the work being performed. This category shall include the sale of aircraft parts and accessories, but such is not an exclusive right.

7. FBO CATEGORY VII - AIRCRAFT PAINTING AND/OR REPAIR OF INTERIORS:

This Operator shall be engaged in the business of providing a shop for the painting of aircraft and or the repair, rehabilitation, renovation of aircraft interiors.

8. FBO CATEGORY VIII - FAA AUTHORIZED REPAIR STATION FOR AVIONICS SALES AND SERVICE:

This Operator shall be engaged in the business of and providing a shop for the repair of aircraft radios, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, instruments, and accessories, but such is not an exclusive right.

9. FBO CATEGORY IX - AIRCRAFT TIE-DOWNS AND STORAGE:

This Operator shall be engaged in the temporary and or permanent parking or storage of aircraft at the airport.

10. FBO CATEGORY X - MULTIPLE SERVICES:

This Operator shall be engaged in any two (2) or more of the FBO categories hereinbefore defined.

11. FBO CATEGORY XI – SPECIALIZED COMMERCIAL FLYING SERVICES

This Operator shall be engaged in one or more of the following services being offered at the Hancock County – Bar Harbor Airport:

1. Non-stop sightseeing flights that begin and end at the Airport.
2. Crop dusting, seeding, spraying, bird chasing.
3. Banner Towing and aerial advertising.
4. Aerial Photography or survey.
5. Firefighting and/or fire patrol.
6. Power line or pipe line patrol.
7. Any other operations specifically excluded from Part 135 of the FAA Regulations.

12. FBO CATEGORY XII - SPORT PILOT FLIGHT INSTRUCTION AND LIGHT SPORT AIRCRAFT RENTAL

This Operator shall provide flight training and instruction for pilots seeking to obtain a sport pilot certificate including the ability to rent LSA aircraft to the public.

H. LEASEHOLD IMPROVEMENTS: Shall include, but not necessarily be limited to any modification, alterations or repairs, either of a structural or architectural nature, performed by the Operator at their sole cost and expense. Any such improvements shall be accomplished only after the Owner has approved the Operator's written application requesting same.

I. OPERATOR: shall mean any person(s), firm or legal entity who has applied for and received written permission to conduct a "commercial" aeronautical activity on the airport; and, who has entered into and executed the required lease/contract/operating rights agreement or received the necessary temporary operating permit.

J. OWNER: shall mean the County of Hancock, Maine, its inhabitants, acting through its duly elected County Commissioners and/or its duly appointed Airport Manager.

K. STANDARD CONSTRUCTION SPECIFICATIONS: shall include, but not necessarily be limited to:

1. FAA "Standards for Specifying Construction of Airports".
2. All other applicable Federal, State, County and local building codes or other rules and/or regulations controlling construction on public airports.

L. SELF-FUELING and SELF-SERVICE Self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own

employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

M. TENANT: shall mean any person(s), firm or legal entity who has applied for and received written permission to conduct a "non-commercial" aeronautical activity on the airport; and, who has entered into and executed the required lease/contract/operating rights agreement.

N. PRIVATE HANGAR TENANT LEASES: see A. AERONAUTICAL ACTIVITY, "NON-COMMERCIAL".

4. STATEMENT OF POLICY

A. It is the policy of the Owner to grant access and operating rights on the Airport to those qualified Operators/Tenant who have duly made application for said access and operating rights in the manner and form prescribed. Such policy shall conform with the recommendations of the FAA, The Maine DOT and the County Commissioners.

B. It is the Owners intent to have prepared, and make available an Airport Layout Plan of the Airport property, indicating current and proposed usage for each identifiable segment.

C. All present Operators/Tenants conducting operations on the Airport, prior to the effective date of these standards and procedures, may be allowed to continue operations without fully complying with the portions of these standards and procedures relating to the number of categories and the physical requirements of land and buildings so long as such operations is in the public interest, and does not conflict with any FAA or Maine DOT requirement, or if the Owner determines that it would be an extreme hardship, financial or otherwise for such an Operator/Tenant to fully comply with said portions of these standards and procedures.

D. All Applicants shall meet the minimum standards, as now in existence or as may hereafter be modified or amended, as recited herein and which pertain to their respective category.

E. It is the intent of the Owner to examine each Applicant and Operator/Tenant. Each Applicant and Operator/Tenant shall provide satisfactory evidence to the Owner of their technical and financial abilities including the ability to meet the insurance requirements as stated herein.

F. In addition to the requirements of the FAA and the Maine DOT, the Owner may establish and implement such rules and regulations as may be required for the (i) safe and orderly operation of the Airport, (ii) the safe and orderly operations of aircraft in the airport traffic area and airspace surrounding the Airport, and (iii) the safe and orderly operations of aircraft on the ground.

G. No person(s), firm or legal entity shall act as an Operator/Tenant on the Airport, until such time as that person(s), firm or legal entity has (i) applied for and received permission to so act, and (ii) has entered into and executed a lease/contract/operating rights Agreement with, or received a temporary permit from, the Owner. Each successful Applicant shall, within thirty (30) calendar days after having received written approval of their application, enter into a written lease/contract/operating rights Agreement with, or be granted a temporary permit by, the Owner in a form and manner prescribed by the Owner.

H. It is the intention of the Owner to enter into and execute a lease/contract/operating rights Agreement or to issue a temporary permit to the approved Applicant within the thirty (30) calendar days after such application is approved.

I. No lease/contract/operating rights Agreement or temporary permit executed under these standards and procedures shall be transferable without first obtaining the prior written approval of the Owner.

J. It is the Owners intention not to approve any application, or enter into any lease/contract/operating rights Agreement or temporary permit, which offers more favorable terms and conditions for the same or similar rights to any one Operator/Tenant more than another.

K. All leases/contracts/operating rights Agreements shall contain, inter alai, a covenant reciting the Operator's/Tenant's obligation to pay, as applicable (i) an amount for the basic annual rental of agreed premises and (ii) an amount equal to certain percentage of its gross annual income or revenue, or a fixed fee for operating rights granted. Such stipulation and covenant will be recited in the applicable lease/contract/operating rights Agreement or temporary permit.

L. The Owner shall review these Standards and Procedures on occasion and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the health, safety, and interest of the public. Upon approval of any such amendments, the operators of the commercial aeronautical activities secured hereunder shall be required to conform to such amended standards.

M. It is specifically understood and agreed that nothing contained in herein shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

5. APPLICATION FOR LEASE/CONTRACT/OPERATING RIGHTS AGREEMENT OR A TEMPORARY PERMIT ON THE AIRPORT

A. Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish leasehold on the airport shall make written application to the Owner in the manner and form heretofore prescribed.

B. Application for permission to lease and/or use airport land or any facilities thereon shall be accomplished in the manner and form as may be published by the Owner; however, in no case shall an Applicant submit anything less than the following information:

1. Applicant's legal name and address.
2. Applicant's principals (complete names and addresses).
3. Applicant's primary business.
4. Applicant's expressed purpose in applying for lease/operating rights/temporary permit on the airport.
5. Applicant's expressed interest for utilization of the land and/or facilities to be occupied, and the services which are intended to be provided to the public.
6. Applicant's estimate of costs which will be incurred, for the development and improvement of such leasehold position applied for (if applicable).
7. Applicant's schedule for commencement of lease term, operation and construction of leasehold improvements (if applicable).
8. Applicant shall provide qualified references attesting to their financial responsibility and technical ability as related to the proposed type of business.
Applicant shall provide the names, addresses and qualifications of those key management) personnel who will be involved in the day-to-day operation of the business intended.
10. Applicant shall provide a detailed drawing at a scale of 1"=10'. The drawing shall include but not be limited to, clearly identify the locations of all premises boundaries; the location of all buildings, parking lots, walks, landscape improvements, above ground and below ground utilities and other prominent features (if applicable).

C. Upon consideration of the application or temporary permit, the Owner shall determine whether or not the Applicant meets the standards and qualifications as herein set out (if applicable) and whether or not such application or temporary permit should be granted in whole or part, and if so, upon what terms and conditions.

D. The Owner shall, after review and hearing, reserve the right to approve or disapprove the subject application.

**6. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY I-
FUEL SALES**

A. The Operator shall lease from the Owner an area of not less than 20,000 square feet of ground space on which shall be erected a building to provide at least 6,500 square feet of floor space for aircraft storage and/or maintenance and at least 1,000 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. The Operator shall provide at least one (1) 10,000 gallon fuel storage tank at the airport and maintain an adequate supply of aviation gasoline on hand at all times; and, if in the judgement of the Owner, public demand requires it, the Operator shall provide a second 10,000 gallon tank and maintain in same an adequate supply of standard jet fuel at all times. The Operator shall provide metered, filter equipped dispensers, fixed or mobile for dispensing the required grades of fuel. Separate dispensing pumps and meters are required for each grade of fuel.

The Operator shall provide such minor repair service that does not require a certificated mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the Operator.

The Operator shall procure and maintain tools, jacks and such equipment as necessary to provide for aircraft towing, repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with Federal, State and Local industrial codes.

C. In conducting refueling operations, every Operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide fire extinguishers or other equipment, approved by the National Fire Protection Association, of such types and in such numbers as are commensurate with the hazards involved in refueling and servicing aircraft.

D. The Operator shall have their premises open for aircraft fueling and oil dispensing service during daylight hours seven (7) days a week. The Operator shall make provision for such service during hours of darkness on a call basis. The Operator shall post in conspicuous locations, not less than two (2) signs explaining the procedures to be followed in obtaining after hours services.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

E. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of service in an efficient manner. Said personnel shall be trained in operating firefighting equipment specified in 6.C. above.

F. Persons, firms or other legal entities wishing to fuel their privately owned aircraft shall be required to obtain an oil company contract to make bulk purchases of aviation fuel and oil, a copy of which must be provided to and approved by the Owner. Such contract shall provide for direct payment of fuel flowage fees to the Owner by the oil company upon bulk deliveries to the facilities at the airport.

**7. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY II-
FLIGHT INSTRUCTION**

A. The Operator shall lease from the Owner an area of not less than 10,000 square feet of ground space on which shall be erected a building to provide at least 1,750 square feet of floor space for aircraft storage and at least an additional 500 square feet of floor space for office, classroom, briefing room, pilot lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. The Operator shall have available for use in flight training, either owned or under written lease to the Operator, not less than one (1) properly certificated aircraft, which must be equipped for and capable of use in instrument flight instruction. The aircraft shall be equipped consistent with the types of flight offered.

C. The Operator shall provide adequate mock-ups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction.

D. The Operator shall have their premises open and services available eight (8) hours daily, five (5) days a week.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

E. The Operator shall have, on a full time basis, at least one flight instructor who has been properly certificated by the FAA to provide the types of training offered.

The Operator shall have available for call in, on a part-time basis, at least one flight instructor who has been properly certificated by the FAA to provide the types of training offered.

**8. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY III-
AIRCRAFT CHARTER AND AIR TAXI**

A. The Operator shall rent appropriate ground space for aircraft tie down and/ or lease from the Owner an area not less than 8,000 square feet of ground space on which shall be erected a building to provide at least 3,000 square feet of floor space for aircraft storage and at least an additional 175 square feet of floor space for an office. Provisions must be made for passenger conveniences and services that include but are not limited to: customer lounge and rest rooms, which shall be properly heated and lighted, and telephone facilities for customer use.

B. The Operator shall provide, either owned or under written lease to the Operator, not less than one (1) single engine, four place aircraft or one (1) multi-engine aircraft, both of which must meet the requirements of the air taxi commercial operator certificate held by the Operator, including instrument operations.

C. The Operator shall have their premises open and services available at least four (4) hours daily, five (5) days per week. The Operator shall provide on-call service during hours other than the aforementioned. The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

D. The Operator shall have in their employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one (1) FAA certificated commercial pilot and otherwise appropriately rated to permit flight activity offered by the Operator.

**9. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY IV-
AIRCRAFT SALES**

A. The Operator shall lease from the Owner an area of not less than 12,000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 3,000 square feet of floor space for aircraft storage and at least an additional 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft and at least one demonstrator model of such aircraft.

C. The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a repair shop

operator at the Airport. The Operator shall provide an adequate inventory of spare parts for the type of aircraft which sales privileges are granted.

D. The Operator shall provide current, up to date specifications and price lists for the types of models of aircraft sold.

E. The Operator shall have their premises open and services available eight (8) hours daily, six (6) days per week.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

F. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) FAA certificated commercial pilot with single engine rating and instructor rating.

10. STANDARDS AND PROCEDURES FOR FBO -CATEGORY V- AIRCRAFT RENTALS

A. The Operator shall lease from the Owner an area of not less than 12,000 square feet of ground space on which shall be erected a building to provide at least 3,000 square feet of floor space for aircraft storage and at least an additional 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) properly certificated and currently airworthy aircraft, at least one of which must be equipped for and capable of use in instrument flight conditions, and at least one of which has no less than four places.

C. The Operator shall have on hand, at all times, proper check lists and operating manuals for each and every aircraft available for rental.

D. The Operator shall have their premises open and services available eight (8) hours daily, six (6) days per week.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

E. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) FAA certificated commercial pilot with single engine rating and instructor rating.

**11. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY VI-
AIRCRAFT AIRFRAME AND POWER PLANT REPAIR AND MAINTENANCE**

A. The Operator shall lease from the Owner an area of not less than 20,000 square feet of ground space on which shall be erected a building to provide at least 3,600 square feet of floor space for airframe and power plant repair services, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting Federal, Local and State industrial code requirements and at least an additional 500 square feet of floor space for office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and machine tools, jacks, lifts and testing equipment to perform top overhauls as required for the FAA certification on all single engine land and light multi-engine land general aviation aircraft.

C. The Operator shall have their premises open and services available eight (8) hours daily, five (5) days per week.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

E. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating, and one other person not necessarily rated.

**12. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY VII-
AIRCRAFT PAINTING AND/OR REPAIR OF INTERIORS**

A. The Operator shall lease from the Owner an area of not less than 12,000 square feet of ground space on which shall be erected a building to provide at least 3,500 square feet of floor space to hangar at least two (2) aircraft; to house all equipment, supplies and materials; and to provide an office, customer lounge and rest rooms, which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

If applicable, a segregated painting area meeting all Federal, State and Local code requirements shall be provided within said building.

B. The Operator shall have their premises open and services available eight (8) hours daily, five (5) days per week.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

C. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner.

**13. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY VII-
FAA AUTHORIZED REPAIR STATION FOR AVIONICS SALES AND SERVICE**

A. The Operator shall lease from the Owner an area of not less than 12,000 square feet of ground space on which shall be erected a building to provide at least 2,000 square feet of floor space to hangar at least one (1) aircraft, to house all equipment, and to provide an office, shop, customer lounge and rest rooms, all which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. The Operator shall have their premises open and services available eight (8) hours daily, five (5) days per week.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

C. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certificated by the FAA with ratings appropriate to the work being performed and who holds a radio and instrument repairman rating, and one other person not necessarily rated.

**14. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY IX-
AIRCRAFT TIE-DOWN AND STORAGE**

A. The Operator shall lease from the Owner an area of not less than 20,000 square feet of ground space for aircraft tie-downs and storage, parking and other uses in accordance with the services to be offered, and on which shall be erected a minimum of five (5) "T" hangars, or a single large storage hangar with not less than 6,500 square feet of floor space.

**15. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY X-
MULTIPLE SERVICES**

A. The Operator shall lease from the Owner, ground space at least equal in area to the highest of the minimum square footage requirements set forth for the several services to be provided. A building shall be erected on the leased area, and such buildings shall at least meet the largest of the minimum floor area requirements for the several services to be provided. The Owner reserves the right to require the leased area and/or building floor space to be greater than the aforementioned minimums, if in the Owner's opinion, such increased requirements are necessary or desirable to properly accommodate the multiple services to be provided. In no case will the Owner require the leased area and/or building floor space area to be greater than the sum of the requirements for the same as specified for the several services provided. The building shall include all of the functions required or appropriate for the several services to be provided, including offices, a customer lounge and restrooms, which shall be heated and properly lighted; and shall provide telephone facilities for customer use.

If flight instruction is one of the multiple services offered, the Operator shall provide class room and briefing room facilities in the aforementioned building.

If crop dusting, aerial application, or other commercial use of chemicals are part of the multiple services offered, the Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical matters. Such facilities will be in a location on the Airport which will provide the greatest safeguard to the public.

B. The Operator shall comply with the aircraft requirements including the requirements thereon, for each aeronautical service to be provided.

Multiple uses may be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

The Operator shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operator is performing.

C. The Operator shall adhere to the hours of operation required for each aeronautical service being performed.

D. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service the Operator is performing as hereinbefore provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator, except the

multiple responsibilities may not be assigned to the FAA certificated radio repair station or the aircraft repair shop personnel.

E. The Operator shall obtain, as a minimum, that insurance coverage which is equal to the highest individual insurance requirement of all the aeronautical services to be provided by the Operator.

**16. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY XI-
SPECIALIZED COMMERCIAL FLYING SERVICES**

A. The Operator shall lease from the Owner an area of not less than 10,000 square feet of ground space on which shall be erected a building to provide at least 2,000 square feet of floor space for aircraft and other storage space and floor space for office, customer lounge and rest rooms, all which shall be properly heated and lighted; and shall provide telephone facilities for customer use.

B. In the case off crop dusting, aerial application, or other commercial use of chemicals the Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical matters. Such facilities will be in a location on the Airport which will provide the greatest safeguard to the public.

C. The Operator shall provide, either owned or under written lease to the Operator, not less than one (1) aircraft which will be airworthy, meeting all of the requirements of the FAA and applicable regulations of the State of Maine with respect to the type of operations to be performed

D. The Operator shall have in their employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) FAA certificated commercial pilot properly rated for the aircraft to be used and the type of operation to be performed and one (1) other person to assist in the loading and servicing of the aircraft.

**17. STANDARDS AND PROCEDURES FOR FBO
-CATEGORY XII-
SPORT PILOT FLIGHT INSTRUCTION AND LSA RENTAL**

A. The Operator shall lease from the Owner an area of not less than 8,000 square feet of ground space on which shall be erected a building to provide at least 1,750 square feet of floor space for aircraft storage. Additionally, the operator shall provide via owned or under written lease to the Operator, a minimum of one hundred and forty (140) square feet of office space at the airport that is properly heated and lighted, to be used

for classroom and briefing room purposes, which must be accessible to the public with sufficient parking and with sufficient access to rest rooms.

B. The Operator shall have available for use in flight training and for aircraft rental, either owned or under written lease to the Operator, not less than one (1) properly maintained Special Light Sport Aircraft (S-LSA) or not less than one (1) properly maintained type certificated aircraft in the standard airworthiness category that qualifies as a LSA.

C. The Operator shall provide the training materials necessary for a sport pilot student to prepare for the sport pilot knowledge test required by CFR Part 61.307.

D. The Operator shall cause the operator's office to be attended in person at all times during the required operating hours, which for the period of May 15th to October 15th, are eight (8) hours a day, five (5) days a week, and for the period of October 16th to May 14th, the operator shall at least maintain a representative available for contact by telephone or via electronic communication for eight (8) hours a day, five (5) days per week.

E. The Operator shall have at least one (1) certified flight instructor who has been properly certificated by the FAA to provide the types of training offered.

18. FLYING CLUBS

A. Each club must be a non-profit Maine corporation or partnership or demonstrably affiliated with same. Each member must be a bona fide owner of the aircraft or a stockholder in the corporation or, in the case of a parent corporation or institution, each member must be currently employed by or enrolled in same.

B. The club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter or air taxi.

C. In the event that the club fails to comply with these conditions, the Owner will notify the club in writing of such violations. If the club fails to correct the violation in fifteen (15) days, the Owner may take any action deemed advisable.

D. Student instruction may be given in the club aircraft provided such instruction is given by an Operator based on the airport who provides flight training.

19. PRIVATE HANGAR LEASES

A. The Tenant shall lease from the Owner an area of not less than 5,625 square feet of ground space on which shall be erected a building to provide storage space for aircraft.

B. Operator shall not conduct, from the leased premises, any commercial activities referred to in Articles 6 through 17 of these standards and procedures.

**20. BASIC TERMS AND CONDITIONS,
TEMPORARY PERMITS/LEASES/CONTRACTS/OPERATING RIGHTS
AGREEMENTS/USE OF SUBCONTRACTORS**

The following terms and conditions shall be basic to all temporary permits/leases/contracts/operating rights agreements now in existence or to be entered into in the future.

A. HOLD HARMLESS

Operator/Tenant shall keep and hold harmless Owner from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Operator/Tenant or Owner, by reason of death or injury to persons, or loss or damage to property, resulting from anything done or omitted by Operator/Tenant hereunder, except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the negligent acts or omissions of the Owner or its agents or employees.

Neither Owner nor Operator/Tenant shall be liable to the other or any persons claiming through the other by right of subrogation or otherwise for any damage either to the demised premises (including those airport facilities used in common) as to Owner, or to the properties of Operator/Tenant, from fire or any casualty usually included in the so-called standard "extended coverage" endorsements as contained in fire insurance policies issued in the State of Maine, whether or not such damage was caused by the negligence of the Owner or Operator/Tenant, their respective servants, agents, tenants, employees or others.

Operator/Tenant shall at all times be regarded as an independent contractor and shall not at any time act as agent for Owner.

B. INSURANCE REQUIREMENTS

1. Operator/Tenant shall obtain and maintain continuously in effect at all times during the term of any temporary permit or agreement or any extension thereof, at Operator's/Tenant's sole cost and expense, general liability insurance protecting Owner against liability which may accrue against Owner by reason of Operator's/Tenant's wrongful or negligent conduct incident to the use of the leased premises or resulting from any accidents occurring on or about any of the facilities at the Airport used by Operator/Tenant in the operations hereunder. Such insurance must be in the amounts and types specified in Exhibit A contained herein. Owner shall be named as a co-insured thereunder and Operator/Tenant shall furnish to Owner Certificates of Insurance evidencing that the required insurance coverage's are in effect, and said certificates

shall provide that the Owner shall be given not less than ten (10) days' notice, in writing, prior to modification or termination of any of said coverage's.

2. Operator/Tenant shall, during the term of this Agreement, keep the leased premises and any and all buildings or other facilities constructed or installed by Operator/Tenant on said premises insured against fire, hurricane, storm, or other casualty. Said insurance shall be provided through a company authorized to do business in the State of Maine and shall be at all times in an amount equal to not less than eighty percent (80%) of the insurable (fair) value thereof. In the event of damage to or destruction of the said buildings or other facilities by fire, hurricane, storm, or other casualty during the term of this Agreement, Operator/Tenant shall, unless it elects to cancel or terminate this Agreement as hereinafter provided, repair or rebuild the same to such an extent as to restore them to substantially the same condition as they were in immediately before such damage or destruction, provided only that Operator/Tenant shall not be obligated to expend more than the greater of the insurance proceeds payable on account of said loss, or the insurable value of the damaged or destroyed structure immediately before such damage or destruction. In the event that Operator/Tenant does not elect to repair or rebuild as hereinbefore provided, Operator/Tenant shall so notify Owner within thirty (30) calendar days of said damage or destruction of its desire to terminate this Agreement. In the event of such notification, Owner and Operator/Tenant hereby covenant and agree that:

1. Operator/Tenant shall tear down and remove the damaged buildings or other facilities and shall restore the leased premises to the condition of the premises prior to the agreement within sixty (60) days after such notification. This Agreement shall automatically terminate when such work has been completed to the satisfaction of the Owner.

2. If Operator/Tenant shall fail to tear down and remove the damaged buildings or other facilities and restore the leased premises to the condition of the premises prior to the agreement within sixty (60) days of such notification, Owner may enter the leased premises and remove said damaged buildings or other facilities and restore said premises to the condition of the premises prior to the agreement and charge all expense thereof to the Operator/Tenant, which expense Operator agrees to assume and pay. This Agreement shall automatically terminate when such work has been completed.

3. Notwithstanding the provisions of 1. and 2. above, within fifteen (15) days after receipt of such notification, Lessor may, subject to the rights and interests of any mortgagee, terminate this Agreement forthwith and take possession of the leased premises including all buildings and improvements thereon in their then condition and title to the same shall immediately pass to Owner, and Operator/Tenant shall be under no liability because of the provisions of 1. and 2. above.

C. OPERATOR/TENANT/APPLICANT AGREES

1. To, provide adequate automobile parking space within the leased area to accommodate all of Operator's/Tenant's/Applicant's customers and employees; provide paved walkways within the leased areas to accommodate pedestrian access to the Operator's/Tenant's/Applicant's office; and provide paved aircraft aprons within the leased area, and paved taxiways to accommodate aircraft movement from the Operator's/Tenant's/Applicant's facilities to the existing Airport taxiway system.
2. That landscaping of facilities is required. Each Operator/Tenant/Applicant will be required to provide a plan for landscaping their area, to be approved by the Owner and maintained by the Operator/Tenant/Applicant in a neat, clean and aesthetically pleasing manner.
3. To provide for the adequate and sanitary handling and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to, used oil, solvents, and other waste. Piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
4. To, conduct their business on the premises for the use and benefit of the public; furnish good, prompt and efficient service adequate to meet the demands for its services at the Airport; furnish its services on a fair, equal and non-discriminatory basis to all users thereof; and to charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Operator/Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
5. That their agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Part 15 of the FAA Regulations.
6. That personnel performing services hereunder shall be neat, clean and courteous, and Operator/Tenant/Applicant shall not permit its agents, servants, or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner; and
7. Operator/Tenant shall, at their sole cost and expense, and under the direction of the Owner, be responsible for relocating any and all above or underground installations made necessary by its use of the leased premises, including but not limited to existing fencing and apron lights; and also for providing if necessary, all utility lines required for Operator's/Tenant's use and occupation of the leased premises, including but not limited to water, telephone and electricity.
8. Operator/Tenant shall during the term of this agreement, continuously keep and maintain the leased premises, and all buildings, fixtures, improvements, equipment,, and appurtenances constructed by them in good repair, excepting only for reasonable wear and tear, depreciation, obsolescence, damage occasioned as a result of insurable

casualty, settling or acts of God. They also shall keep and maintain said premises in a safe, neat and clean condition, to the reasonable requirement of the Airport Manager. Owner shall be the sole judge of the quality of maintenance. If said maintenance is not undertaken within fifteen (15) days of written notice, Owner shall have the right to enter upon the demised premises and perform the necessary maintenance the cost of which shall be borne by the Operator/Tenant.

9. Operator/Tenant/Applicant agrees to obey and operate in conformance with all present and future legal ordinances of the Town of Trenton, Maine, all present and future laws of the State of Maine, all present and future laws of the United States of America and all present and future rules and regulations of the County of Hancock, Maine. Operator/Tenant/Applicant shall secure all such permits and licenses required for the operations proposed/conducted.

10. Operator/Tenant/Applicant agrees to meet all expenses in connection with the use of the leased premises and the exercise of the rights and privileges granted by the Owner, including without limitation by reason of enumeration: charges for utilities, taxes on Operator's/Tenant's/Applicant's buildings and improvements and contents, permit fees, license fees and assessments lawfully levied or assessed upon the leased premises or structures and improvements and or personal property or equipment of Operator/Tenant/Applicant at any time situated at the airport.

D. OWNER RESERVES THE RIGHT TO:

1. Further develop, improve and maintain the airport and its facilities as it sees fit, regardless of the desires or view of the Operator/Tenant/Applicant and without interference or hindrance. If the physical development of the airport requires the relocation of the Operator/Tenant/Applicant, the Owner agrees to provide a new location.

2. Take any action it considers necessary to protect the general operation of the airport, and to protect the aerial approaches to the airport against obstruction, together with the right to prevent the Operator/Tenant/Applicant from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of the Owner, would limit the usefulness of the airport or constitute a hazard to aircraft.

3. To, without obligation to the Operator/Tenant/Applicant, keep the airport landing area, and publicly owned facilities in good repair.

E. NON-TENANT AERONAUTICAL OPERATORS – TEMPORARY PERMITS

The OWNER recognizes that aircraft operators utilizing this airport may require specialized assistance with the maintenance of their aircraft including services that are not offered by any existing FBO tenant on the airport. The OWNER also recognizes that not all aeronautical services that are, or could become needed by the public, are provided by on-airport service providers. For all of these reasons, the OWNER will

allow non-tenant Operators to offer Commercial services on this airport on a temporary basis via a permit and in accordance with the following terms.

1. Non-tenant operators seeking to offer aeronautical commercial services (except for FBO Category I – Fuel sales) on a temporary basis shall apply for a permit with the OWNER in accordance with the application requirements described in section 5.
2. Non-tenant Commercial Operators shall be required to comply with all of the basic terms and conditions listed in section 20 of these standards including all insurance and hold harmless requirements.
3. Non-Tenant Commercial Operator permits will be limited to seven (7) days, except when special circumstances require a longer duration as determined by the Airport Manager.
4. Non-Tenant Commercial Operator permits to perform aircraft maintenance services will be restricted to one (1) specific aircraft.
5. Permit fees shall be established by the Airport Manager on an annual basis.
6. In the absence of exigent circumstances, the non-tenant Commercial Operator must pay the permit fee specified prior to issuance of a permit and commencing operations: otherwise at the earliest time available as set by the airport manager.
7. Non-tenant Commercial Operator permit applications shall be submitted to the Airport Manager, who shall reasonably investigate the credentials of the applicant, and the nature and scope of the proposed Commercial activity, and who may in his or her discretion, accept the application, or present the application to the OWNER for consideration. In the event that the application is denied, the Owner or the Airport Manager shall specify in writing the grounds for denial.
8. Non-tenant Commercial Operator permits shall (a) be narrowly tailored to the approved Commercial service (b) designate a location on the airport where the approved Commercial service may be provided; (c) be limited to the time reasonably required for the approved Commercial service; and (d) not be transferred or assigned by the Non-tenant Commercial permittee.
9. Non-tenant Commercial Operators wishing to operate a motor vehicle on airport public apron areas are required to complete the airport driver training program.
10. All vehicles operating inside the AOA shall be clearly designated with the name of the Non-Tenant Commercial Operator displayed on the outside of the vehicle as required by the Airport Rules and Regulations.
11. Non-Tenant Commercial Operator permits shall be available for inspection by the airport authority and if applicable shall be displayed in a vehicle window.
12. Non-tenant Commercial Operators providing services on the airport must know and comply with all applicable Local, State, and Federal guidelines and regulations.
13. Non-tenant Commercial Operators shall conform to and abide by the requirements and procedures of the Airport Rules and regulations as now and hereinafter amended.
14. Non-tenant Commercial Operator permits may be revoked by the Airport Manager at any time for cause. Cause may include, but shall not be limited to:
 - Violation of any rule, regulation or standard of the airport or any other act or omission which poses a danger to public health, safety, or welfare.
 - Violation of any applicable law.

- Failure to perform any of the conditions and covenants entered into with the Airport Manager including failure to make timely payment of any fees.
- Operating in a manner which adversely affects airport operations.
- Failure on the part of any agent, employee, or representative of the non-tenant Commercial Operator to obey any directions properly issued by the Airport Manager.

F. THE USE OF SUB-CONTRACTORS BY TENANT OPERATORS

1. The OWNER recognizes that tenant operators may elect to utilize qualified sub-contractors to perform certain FBO or other services on their leasehold which they have been previously authorized to provide via existing LEASES/CONTRACTS/OPERATING RIGHTS AGREEMENTS with the OWNER.
2. The OWNER will look to the tenant, and not any sub-contractor to ensure that FBO services are being offered in accordance with safe operating practices and with the airport minimum standards.
3. Tenants who elect to utilize sub-contractors to perform FBO services are required to ensure that their sub-contractors procure and continuously maintain insurance, of the types and in at least such minimum amounts, as described in section 20 of these standards.
4. Please note that while the use of sub-contractors does not require the prior written consent of the OWNER, a request to SUB-LEASE or ASSIGN the whole or any part of the demised premises defined in any lease agreement with the OWNER does.
5. FBO tenants are required to include any revenues that are generated from the activity of their sub-contractor on their monthly activities report, and the OWNER will look to collect any applicable percentage of gross fees from its tenant, and NOT from any sub-contractor.

ADOPTED BY THE COUNTY OF HANCOCK,

BOARD OF COUNTY COMMISSIONERS

JULY 10, 1979

AS AMENDED ON NOVEMBER 9, 2010

AND AGAIN ON JUNE 6, 2017

	SQ. FT. LAND	SQ. FT. HANGAR	SQ. FT. OFFICE
FBO CATEGORY I FUEL SALES	20,000	6,500	1,000
FBO CATEGORY II FLIGHT INSTRUCTION	10,000	1,750	500
FBO CATEGORY III AIR CHARTER/AIR TAXI	8,000	3,000	175
FBO CATEGORY IV AIRCRAFT SALES	12,000	3,000	500
FBO CATEGORY V AIRCRAFT RENTALS	12,000	3,000	500
FBO CATEGORY VI AIRFRAME POWER PLANT R&M	20,000	3,600	500
FBO CATEGORY VII PAINTING REPAIR OF INTERIORS	12,000	3,500	NOTE 1
FBO CATEGORY VIII AVIONICS SALES AND SERVICE	12,000	2,000	NOTE 1
FBO CATEGORY IX TIE DOWNS AND STORAGE	20,000	6,500	
FBO CATEGORY X MULTIPLE SERVICES	NOTE 2	NOTE 2	NOTE 2
FBO CATEGORY XI COMMERCIAL FLYING SERVICES	10,000	2,000	NOTE 1
FBO CATEGORY XII SPORT PILOT FLIGHT INSTRUCTION	8,000	1,750	140
FLYING CLUBS	N/A	N/A	N/A
PRIVATE HANGAR	NOTE 3		

NOTE 1, Office spaces included in total hangar floor space.

NOTE 2, Ground space, hangar space and office space equal to largest required.

NOTE 3, Lease lot size fixed, hangar size at Tenant's discretion.

EXHIBIT A: MINIMUM INSURANCE REQUIREMENTS

	F B O C A T E G O R Y I	F B O C A T E G O R Y I	F B O C A T E G O R Y I	F B O C A T E G O R Y I	F B O C A T E G O R Y V	F B O C A T E G O R Y V	F B O C A T E G O R Y V	F B O C A T E G O R Y I	F B O C A T E G O R Y X	F B O C A T E G O R Y X	F B O C A T E G O R Y X	F B O C A T E G O R Y I	F B O C A T E G O R Y I	F L Y I N G C L U B S	P R I V A T E H L A E N A G S A E R S
COMPREHENSIVE PUBLIC LIABILITY															
COMPREHENSIVE PROPERTY DAMAGE															
BODILY INJURY (each person)	100	100	100	100	100	100	100	100	100	100	100	100	100		100
BODILY INJURY (each accident)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		1,000
PROPERTY DAMAGE (each accident)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000		1,000
HANGAR KEEPERS LIABILITY (each occurrence)	300			300			300	300	300						
(each aircraft)	100			100			100	100	100						
PRODUCTS LIABILITY (each occurrence)	1,000						1,000	1,000		1,000					
(each aircraft)	100						100	100		100					
(property damage)	1,000						1,000	1,000		1,000					
AIRCRAFT LIABILITY															
BODILY INJURY (each person)		1,000	1,000	1,000	1,000	1,000	1,000				1,000	1,000	1,000		
(each accident)		1,000	1,000	1,000	1,000	1,000	1,000				1,000	1,000	1,000		
PASSENGER LIABILITY (each pax/each accident)		100	100	100	100	100	100				100	100	100		
PROPERTY DAMAGE (each accident)		1,000	1,000	1,000	1,000	1,000	1,000				1,000	1,000	1,000		
MOTOR VEHICLE LIABILITY COMBINED SINGLE LIMIT	500						500	500	500						

\$\$ DOLLARS, THOUSANDS \$\$