



**Rules, Regulations, and Minimum Standards  
for the  
Tweed New Haven Airport  
Issued by the  
Tweed New Haven Airport Authority**

Administration Building  
155 Burr Street  
New Haven, CT 06512

Effective Date: November 16, 2022

## **Foreword**

As the operator of the Tweed New Haven Airport (the “Airport”), the Tweed-New Haven Airport Authority (the “Authority”) has the authority to promulgate rules and regulations to govern, and adopt minimum standards for, operations at, the Airport. These rules, regulations, and minimum standards may be modified, adopted, and updated from time to time.

The Authority has adopted the following Airport Operating Rules and Regulations, as set forth herein in Part I, to promote the safe and efficient operation of the Airport (the “Rules and Regulations”). The purpose of these Rules and Regulations is to inform Airport users, tenants, employees, and all other Persons on the Airport of the precautions necessary to maintain a safe environment and to explain the various policies in place at the Airport. These Rules and Regulations may be enforced by the Authority or its designee. All Persons on, or using, the Airport must comply with these Rules and Regulations.

The Authority has also adopted the following Minimum Standards for Commercial Aeronautical Activities at the Airport, as set forth herein in Part II, in order to foster, encourage, and ensure the economic health and orderly development of aviation and related aeronautical activities at the Airport (the “Minimum Standards”). These are certain policies, standards, and requirements that apply to all authorized Commercial Aeronautical Operators at the Airport. The Minimum Standards may be enforced by the Authority or its designee. All Persons on, or using, the Airport must comply with the Minimum Standards.

As of the effective date, the Authority has appointed an airport management firm as the Airport Manager (as defined herein) and thereby authorized the Airport Manager to enforce these Rules and Regulations and Minimum Standards as its designee. Additionally, portions of the Airport have been leased by the Authority to a private airport developer. The lease requires compliance with these Rules and Regulations and Minimum Standards by any sublessee, licensee, or the like operating within the developer’s leasehold. The developer will, therefore, be responsible for enforcing the Minimum Standards within its leasehold through contractual oversight of such parties.

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## Definitions

As used in these Rules and Regulations and Minimum Standards, the following terms shall have the following meanings:

**Aeronautical Activity** means 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.

**Air Operations Area (AOA)** means those areas that encompass the runway, taxiways, aprons and Ramps of the Airport, and all other areas within the AOA fence intended to be used by Aircraft for taxiing, take-off, maneuvering, and parking of Aircraft.

**Aircraft Charter and Air Taxi** means the Commercial Aeronautical Activity of providing air transportation of Person(s) 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 FAA.

**Aircraft** means any machine or contrivance now known or hereafter designated, invented, or used for navigation or flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, eVTOL, gyrocopter, ultra-light, balloon, or blimp. For purposes hereof, UAS are not Aircraft.

**Aircraft Movement Area** means all paved airfield surfaces (except for the designated general aviation, Terminal, and cargo aprons) which includes all runways, taxiways, and non-marked aircraft maneuvering areas of the airport. The Aircraft Movement Area is defined under formal agreement with the Airport Traffic Control Tower (ATCT) chief, airport owner, airlines, and other major aviation users of the Airport.

**Aircraft Non-Movement Area** means all airfield pavement other than those areas designated as the Aircraft Movement Area and includes aprons as depicted on the Airport Layout Plan.

**Aircraft Parking and/or Storage Areas** means those hangar and apron locations of the airport designated for the parking and storage of aircraft. These areas include “tiedown” aprons equipped with three-point rope or chain devices used to secure aircraft.

**Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing Aircraft for compensation.

**Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

**Aircraft Storage** means the Commercial Aeronautical Activity of renting and leasing hangar storage space to Aircraft owners or operators solely for Aircraft storage purposes.

**Airframe and Power Plant Repair** means the Commercial Aeronautical Activity of providing airframe and power plant services which include the inspection, repair, preservation, alteration, and the replacement of parts on Aircraft, Aircraft engines, propellers, and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended, by individuals or companies operating under 14 CFR Part 43 or Part 145, as currently in effect or as it may hereafter be amended, but excludes preventive maintenance.

**Airport** means the Tweed-New Haven Airport, including all of the areas, buildings, facilities and improvements within the interior boundaries of each such Airport as such Airport now exists or as it may be hereafter or extended or enlarged.

**Airport Manager** means a Person engaged by the Authority to manage and represent the Authority and/or manages or operates all or a portion of the Airport (including passenger Terminal facilities and associated areas) under a lease, management contract, or otherwise. As of the date hereof, Avports HVN LLC has been engaged as the Airport Manager by the Authority and The New HVN LLC is an Airport Manager for its leasehold and areas under its management.

**Airport Security Program** or **ASP** means the written plan concerning security on the Airport, containing the elements specified by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.

**ATCT** means the Airport's air traffic control tower.

**Authority** means the Tweed-New Haven Airport Authority or its duly designated employee or designee including, without limitation, the Airport Manager, if applicable.

**CFR** means the Code of Federal Regulations.

**Commercial Activity** means any activity or operation performed for a commercial purpose on or accessing the Airport. For purposes of the Rules and Regulations, Commercial Activities include, among other activities and operations, the provision of any service for commercial purposes and the sale and distribution of any good, even if such provision or distribution is conducted without compensation, the pickup and discharge of passengers at the Airport for remuneration or as part of a Commercial Activity at the Airport (*e.g.*, of employees at the Airport by their employer or a contractor thereof). The operation of a passenger terminal, for purposes hereof, is not a Commercial Activity.

**Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.

**Commercial Aeronautical Operator** means a Person conducting a Commercial Aeronautical Activity at the Airport. For the avoidance of doubt, Commercial Aeronautical Operator excludes the Authority and the Airport Manager except to the extent that they engage in a Commercial Aeronautical Activity at the Airport.

**Commercial Operator** means a Person, corporation, partnership, business, organization, or other entity that conducts a Commercial Activity on the Airport. A Commercial Operator may operate a Commercial Aeronautical Activity or a non-aeronautical Commercial Activity, the latter including, for example, the operation of a restaurant, hotel, rental car company, newsstand, or other concessions. The Authority and Airport Managers, for purposes hereof, are not Commercial Operators except to the extent that they engage in a Commercial Activity at the Airport.

**Commercial Self-Service Fueling** means the Commercial Aeronautical Activity of installing, maintaining, and operating a fuel pump for commercial fueling of an Aircraft by the aircraft's owner or operator, which may only be conducted by an FBO and not a SASO.

**Emergency Vehicles** means vehicles that respond to emergency incidents on the Airport including but not limited to ARFF equipment and Airport Operations Vehicles.

**FAA** means the Federal Aviation Administration of the United States Department of Transportation.

**FARs** means the Federal Aviation Regulations as codified at Titles 14 and 49 of the CFR.

**Fixed-Base Operator (FBO)** means a Commercial Aeronautical Operator which maintains facilities defined herein at the Airport for the purpose of engaging in the retail sales of aviation fuels and associated line service, and must engage in Airframe and Power Plant Repair, and a minimum of three (3) of the following: Flight Training; Aircraft Rental; Aircraft Sales; Aircraft Charter and Air Taxi Operation; Specialized Aircraft Repair Services; Aircraft Storage; and/or other miscellaneous services as defined in Sections 12.0 and 13.0 of the Minimum Standards herein.

**Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilot's licenses and ratings. Flight Training includes any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight Training also includes simulator training for pilot or crew proficiency.

**Flying Club** means a bona fide non-commercial flying club meeting the conditions of the Authority's Rules and Regulations for operating at the Airport and that does not engage in Commercial Aeronautical Activities.

**Fuel Servicing Vehicle** or fuel tanker vehicle or refueling truck/vehicle means any motor vehicle used for transporting, handling or dispensing aviation fuel, oils, and lubricants on the Airport.

**Fuel Storage Area** or **Fuel Farm** means facilities where AVGAS, Jet-A, automobile gasoline (Mogas), or other hazardous materials are stored. These facilities must be designated, inspected and approved by the Authority for safe storage and handling of fuels in accordance with these Minimum Standards.

**Grant Assurances** means the standard set of conditions agreed to by and obligating airport sponsors, including the Authority, in connection with their agreements with the federal government relative to the operation and maintenance of the Airport. A current list of the complete Airport Grant Assurances may be found at: [https://www.faa.gov/airports/aip/grant\\_assurances/](https://www.faa.gov/airports/aip/grant_assurances/).

**Laws and Policies** means any and all federal, state, and local laws, regulations, rules, ordinances, mandates, and guidance, including the Rules and Regulations, as each of these may be amended or updated from time to time. Laws and Policies include, but are not limited to, FAA regulations, including the FARs.

**Minimum Standards** means the minimum standards and requirements contained herein in Part II for Commercial Aeronautical Operators at the Airport, as they may be amended from time to time by the Authority.

**Person** means any individual, corporation, limited partnership, partnership, joint venture, club, trust, limited liability company, unincorporated association, or other legal entity (including any assignee, sublessee, receiver, trustee, or representative).



**Ramp** means the paved areas of the Airport intended to accommodate Aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

**Safety Areas** means the designated areas abutting the edges of a Runway or Taxiway (including pavement and grass) intended to reduce the risk of damage to an Aircraft inadvertently leaving the Runway or Taxiway. The Safety Areas of the Airport are as defined in the Airport Layout Plan.

**Security Identification Display Area (SIDA)** means the areas of the Airport identified in the Airport Security Program as requiring security credentials and not generally accessible to the public.

**Security Keys** means keys providing access to the Terminal, Ramps, main entrances, AOA, and emergency gate entrances at the Airport.

**Specialized Aeronautical Service Operator (SASO)** means a Commercial Aeronautical Operator that is authorized to provide one or a combination of Commercial Aeronautical Activities but that is not an FBO.

**Specialized Aircraft Repair Services** means the Commercial Aeronautical Activity of providing for the repair, service, or installation of Aircraft radios, instruments, and accessories.

**Specialized Commercial Flying Services** means the Commercial Aeronautical Activity of providing specialized commercial flying services including but not limited to nonstop sightseeing tours, banner towing, aerial photography or surveying, powerline or pipeline patrol, agricultural spraying, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 121 and 135.

**Terminal** means a commercial passenger terminal at the Airport.

**Terminal Operator** means a Person that operates a Terminal facility (including apron, parking, and access facilities) including a terminal building of at least 75,000 square feet at the Airport.

**Toxic Substances** has the meaning given to it in Section 3.10.1.

**TSA** means the federal Transportation Security Administration.

**UAS** means unmanned aircraft systems, including both the unmanned aircraft and the systems required to operate such aircraft.

**Vehicle** means automobiles, trucks, buses, motorcycles, push carts and any other device used to transport Persons or property, but not including Aircraft.

# **AIRPORT OPERATING RULES AND REGULATIONS**

## **1.0 GENERAL CONDITIONS**

### **1.1 Application of Rules and Regulations**

- 1.1.1 All Persons shall comply with these Rules and Regulations and with all applicable Laws and Policies when on the Airport.
- 1.1.2 The Authority may, from time to time, delegate its responsibilities and rights of enforcement of these Rules and Regulations to the Airport Manager. References herein to the Authority shall be presumed to be references to the Airport Manager within the scope of the Authority's delegation.
- 1.1.3 The Authority delegates to the Airport Manager the authority to enforce these Rules and Regulations at the Airport as its agent.
- 1.1.4 Any permission granted by the Authority, whether directly or indirectly, expressly or by implication, to any Person or Persons to enter or use the Airport or any part thereof is conditioned upon acceptance and compliance with all of the Rules and Regulations. From time to time, the Authority may amend these Rules and Regulations, and entry onto the Airport by any Person shall constitute an agreement by such Person to comply with the Rules and Regulations.
- 1.1.5 The Rules and Regulations are in addition to, not in lieu of, the FARs, which also govern the operation of the Airport. The Rules and Regulations shall be subordinate to the FARs and the Grant Assurances, so that, in the event of a conflict between the FARs or the Grant Assurances and the Rules and Regulations, the FARs or Grant Assurances, as applicable, shall govern to the extent of such conflict.
- 1.1.6 Subject to applicable Laws and Policies, the Authority, Airport Manager, FAA personnel, police officers, and other local, state and federal law enforcement officers have the power and authority to enforce all applicable Laws and Policies on the Airport.
- 1.1.7 These Rules and Regulations shall be subordinate to any contractual assurances the Authority has made to the United States Government, including but not limited to the FAA and TSA, as a condition of federal grant funding.

### **1.2 General Conditions of Airport Use**

- 1.2.1 The Airport Taxiways and roadways are used for the purpose of obtaining access to the Terminal, Ramp, apron space, and other portions of the Airport.
- 1.2.2 The public areas of the Terminal, including the Terminal hallways, corridors, lobbies, and waiting areas, are used by Persons checking in for, awaiting, boarding, or deplaning flights, conducting business, patronizing Airport concessionaires, administering or proceeding through Airport security checkpoints, awaiting arriving passengers, or awaiting ground transportation.
- 1.2.3 No Person, other than employees or other agents of the Authority, may use the Airport Taxiways, roadways, or public areas of the Terminal for any purpose other than those purposes stated above. Any right, permit, license or permission, whether express or implied, to enter, pass through, or otherwise use any portion of the

Terminal is subject to these Rules and Regulations, all applicable Laws and Policies, and the terms of any such right, permit, lease, or permission. In the event that any Person shall use or attempt to use any portion of the Airport for any purpose not permitted by these Rules and Regulations or by any applicable right, permit, lease, or permission, the Authority shall have the right, in his or her reasonable discretion, to terminate that Person's right, permit, license, or permission to use the Airport.

- 1.2.4 No Person shall use any area of the Terminal for the storage of cargo, baggage or other property without prior written authorization from the Authority. Should a Person use the Terminal for storage, then the Authority shall have the authority to order the cargo or other property removed and stored at the expense of the property's owner or consignee or discarded without the Authority incurring any liability for damage to such property arising from such removal or storage.
- 1.2.5 Any Person wishing to conduct a Commercial Activity or Commercial Aeronautical Activity at (including to or from) the Airport must obtain the prior written authorization of the Authority (or the applicable Airport Manager for Commercial Activity or Commercial Aeronautical Activity on its leasehold or areas under its management) and pay the fees applicable thereto. Upon receipt of such authorization, the Commercial Operator shall carry on its Commercial Activity(ies) in full compliance with such authorization, the Rules and Regulations, all applicable Minimum Standards, and all applicable Laws and Policies.
- 1.2.6 No Person shall use or occupy any part of the AOA to conduct any Commercial Activity whatsoever, except for providing services to Airport tenants, concessionaires, airlines, businesses providing services to airlines, or a purpose connected with the maintenance and operation of the Terminal. Any Commercial Operator operating within the AOA shall do so only with the prior written permission of the Authority.
- 1.2.7 All charges due to the Airport for the use of any part of the Airport to conduct a Commercial Activity shall be payable to the Authority in cash unless credit arrangements are made in advance in a manner deemed satisfactory by the Authority, or permission has been secured for payment by check.
- 1.2.8 Within ten (10) days of the end of each month a Person owing fees hereunder will submit a report with the information required to determine the amount due, which amount will be due within thirty (30) days of the end of that month unless alternative reporting requirements are specifically provided in an agreement with the Authority.
- 1.2.9 No Person may conduct the following activities on the Airport without the prior written permission of the Authority:
  - (1) The sale or any service or distribution of any merchandise, including but not limited to, jewelry, food products, candles, flowers, badges and clothing.
  - (2) The sale or distribution of flyers, brochures, pamphlets, books or any other printed or written material.

- (3) The solicitation and receipt of any funds.
- (4) The sale of any raffle ticket or entry in a game of chance.

1.2.10 The following conduct is prohibited on the Airport:

- (1) Inappropriate advances or unwanted behavior, including but not limited to any form of sexual, physical, emotional, psychological, or other type of harassment, towards another Person.
- (2) The performance of any ceremony, speech, song, carrying of a sign or placard, or other activity which constitutes a danger to Persons or property or that would interfere with the orderly formation and progression of any of the following: pedestrian and/or vehicular travel, the issuance of tickets, or the boarding of passengers, luggage and cargo movement or handling, security procedures, Terminal maintenance, or construction projects.
- (3) Intentionally leaving any item intended for distribution.
- (4) Attaching or affixing any sign, circular, or other written material, on any wall, post, counter, billboard, or any other surface on the Airport premises.
- (5) Loitering on any part of the Airport, including in the Terminal. Failure to comply with a proper request to leave any part of the Airport shall be regarded as trespassing. The unauthorized presence of any Person on the AOA shall be considered trespassing. This paragraph does not prohibit a ticketed airline passenger with a bona fide intent to take such flight from waiting for that flight on the date of the flight's departure in the location established for that purpose.
- (6) Nothing in this section or any other provision of these Rules and Regulations shall preclude the exercise of any rights under the U.S. Constitution, the Constitution of the State of Connecticut, or any applicable Laws or Policies.

1.2.11 Except for flights with nine (9) or fewer seats and unscheduled charter operations on which carriage is not sold to the public, passengers of any flight operating at the Airport must be processed through the Terminal.

### 1.3 **Personal Conduct**

1.3.1 The conduct and behavior by all Persons at the Terminal are subject to the following restrictions and limitations:

- (1) No Person on the Airport shall operate an Aircraft, operate a Vehicle, or in any way otherwise behave in such a manner as to endanger any Person or property.
- (2) No Person, including but not limited to employees and representatives of the Airport or the Authority, shall enter any area of the Airport that is closed to the public without prior permission from the Authority.
- (3) Unless continuously escorted by an authorized Person, no Person may enter the AOA unless specifically authorized to do so by the Authority.

- (4) No Person shall spit, urinate, or defecate on any part of the Airport in anything other than a urinal or toilet intended for that purpose.
- (5) No Person shall drink, or carry an open container of, any alcoholic beverage in any public area of the Terminal, except in compliance with applicable Laws and Policies in a location designated therefor. This paragraph does not prohibit licensed restaurants within the Terminal from selling alcoholic beverages to customers in compliance with all applicable Laws and Policies.
- (6) No Person in the Terminal or parking lots shall sleep, doze, lie, or sit down on the floors, hallways, stairs, Vehicles or other places where such activity may be hazardous to such Person or to others or may interfere with the operation of the Terminal or parking lots, the flow of pedestrians through such places, or the comfort of Persons present on or at the Airport or Airport tenants.
- (7) Except where posted rules allow it, no Person shall skateboard, rollerblade, or ride a bicycle, scooter or any self-propelled Vehicle or device on or through any part of the Airport. The foregoing will not prohibit the use of *bona fide* wheelchairs.
- (8) No Person shall cook, light a fire or otherwise create fire in any part of the Airport, except for concessionaires (such as restaurants and snack bars) or at a facility designated and duly authorized to do so by the Authority.
- (9) Except where posted rules allow it, no Person shall smoke (including vaping or “smokeless” smoking) or carry lighted cigars, cigarettes, pipes, matches, or lighters at the Airport.
- (10) No Person shall operate or use any Personal radio, television, phonograph, tape recorder or other sound reproduction device on the Airport in such manner that the sound reproduction device is audible to another Person.
- (11) No Person shall enter the Airport with any animal except for one properly confined for shipment, in which case such animals must be continuously confined, except for in designated animal relief areas, or service animals. Each Person is responsible for any damage caused by their animal.
- (12) Portable fire extinguishing equipment in the Terminal shall not be tampered with or used for any purpose other than firefighting or fire prevention. All such fire extinguishing equipment shall be inspected in conformity with the National Fire Protection Association’s regulations. Tags showing the date of the last such inspection shall remain attached to each unit.

## 1.4 Fees

### 1.4.1 Generally

- (1) The Authority reserves the right to impose rates and charges for use of the Airport for the following purposes: to compensate the Authority for costs to operate, maintain and develop the Airport; to make the Airport as self-sustaining as possible; to compensate the Authority for the privilege of

conducting commercial activities on and deriving revenue from the Airport; and to derive a reasonable rate of return from the use of Airport facilities.

- (2) The Authority may impose rates and charges, including, but not limited to: landing fees, Terminal fees, apron and Ramp fees, passenger facility charges, fuel flowage fees, rent for use of Authority or other Airport property and facilities, parking fees, access fees, equipment fees, fees for carriage of Persons to or from the Airport, baggage make-up and baggage claim fees, concession and privilege fees, and permit and administrative fees.
- (3) The Authority's imposition of any such rates or charges shall not affect a Person's obligation to pay any taxes that may be assessed by an authorized taxing jurisdiction, including without limitation possessory interest, sales, and fuel taxes.
- (4) The Authority reserves the right to review or approve the fees charged by Persons providing products or services to the public at the Airport, including the right to establish by policy or contract limits on prices charged by Terminal concessions. The foregoing reservation does not apply to the fees charged by air carriers.

#### 1.4.2 Adoption And Administration

- (1) The Authority may adopt and direct publication of a schedule or schedules of rates and charges. Such rates and charges may be adjusted from time to time by the adoption and publication of a new such schedule. Neither the adoption nor amendment of the schedule of rates and charges shall require an amendment to the Rules and Regulations.
- (2) All Persons on the Airport will be liable to pay the then-current rates and charges applicable to their use of, and activities on, that Airport, except in the event that a rate or charge is established by a lease, permit, or other agreement with the Authority, and such lease, permit, or other agreement does not permit adjustment of the rates and charges by the means provided herein.

#### 1.4.3 Advertisements

- (1) No Person or entity shall post, distribute, or display signs, advertisements, circulars, handbills or any other printed or written material in any public area of the Airport except as approved by the Authority.

#### 1.4.4 Preservation of Property

- (1) No Person shall destroy, injure, damage, deface, disturb or tamper with any building, Vehicle, sign, equipment, landscaping, fixture or any other structure or piece of property on the Airport.
- (2) No Person shall interfere or tamper with any Aircraft, put in motion the engine of such Aircraft, or use any Aircraft, or part, instruments, or tool thereof, without permission of the Aircraft's owner or authorized operator.

- (3) No Person shall leave any Personal property unattended on the Airport except for Personal Vehicles parked in designated parking lots. No Person shall abandon property on the Airport.
- (4) Any Person finding a lost or abandoned article in the public areas of the Airport shall turn it over to the Authority. Items turned over to the Authority, after holding such item for a period of 90 days, the Authority will, in its discretion, donate or dispose of the item or take possession of it for the use and benefit of the Authority (in compliance any applicable state law). Leaseholders may, subject to applicable law, retain or dispose of abandoned articles found on their leasehold in their discretion.
- (5) Any property that is destroyed, injured, or damaged by either the negligence or willful conduct of any Person shall be paid for in full by the Person(s) responsible for such destruction, injury or damage.

#### 1.4.5 Waiver of Liability

All Persons assume full responsibility for their personal conduct and minors under their charge while on the Airport. Each Persons, in consideration of the usage of the Airport and its facilities, releases and indemnifies the Authority and all of its employees and agents from and against any and all liabilities, responsibilities, or loss or damage that such Persons may have experienced due to that Person's use of the Airport. The use of the Airport by any Person for any purpose, including the paying of fees to the Authority, to any agent of the Authority, or to any Commercial Operator, including an FBO, including for the taking off or landing of Aircraft, shall in itself be an acknowledgment that such Person agrees to this paragraph, including but not limited to its indemnity provisions. Notwithstanding the foregoing, Persons shall not be required to indemnify the Airport for damage caused by the sole negligence or willful misconduct of the Authority or its employees or agents.

### 1.5 Noncommercial Speech

#### 1.5.1 Permitted Process and Procedure

- (1) Any Person or organization desiring to engage in non-commercial speech, on Airport premises, which speech would be protected under the First Amendment to the United States Constitution, shall be protected in such speech, provided that it will not result in interference with the constitutional rights of others, will not interfere with the operations and functioning of the Airport, and are conducted pursuant to the following procedures.
- (2) Any Person or organization desiring to distribute literature, seek contributions or otherwise communicate with members of the public at the Airport, in the exercise of the First Amendment rights, shall first obtain a written permit from the Authority. For purposes of obtaining such permit there shall be submitted to the Authority a written request on an application form setting forth the following:
  - (i) The full name, mailing address (other than a post office box number) and telephone number of the Person or organization sponsoring, promoting, or conducting the proposed activities;

- (ii) The full name, mailing address (other than a post office box number) and telephone number of the individual Person or Persons who will have supervision of and responsibility for the proposed activities;
  - (iii) A description of the proposed activities, indicating the type of communication to be involved, including whether solicitations of donations will be conducted;
  - (iv) The dates and hours on and during which the activities are proposed to be carried out, and the expected duration of the proposed activities;
  - (v) The number of Persons to be engaged in said activities at the Airport at any given time;
  - (vi) A certification that the proposed communications are not obscene, defamatory, or otherwise prohibited by law;
  - (vii) If donations are to be solicited, a statement signed by the applicant that the applicant represents and will be soliciting donations for the sole benefit of the following, and that the funds will be used for non-commercial charitable use:
    - A religion or religious group;
    - A political organization;
    - Other non-profit group or organization.
- (3) Each applicant shall include with the application one of the following:
- (i) A copy of an official Internal Revenue Service (IRS) ruling or letter of determination stating that the applicant's organization or its parent organization qualified for tax-exempt status under 26 U.S.C. sub-paragraph 501 §(3), §(4), or § (5). (This requirement will be deemed satisfied if the organization is listed in the current edition of or amendment to IRS publication 78, cumulative list of Organizations); or
  - (ii) A statement signed by the applicant that the applicant's organization has applied to the IRS for a determination of tax-exempt status under 26 U.S.C. sub-paragraph 501 §(3), §(4), or §(5)j, and the IRS has not yet issued a final administrative ruling or determination on such status.
- (4) Any organization or Person desiring to obtain a permit for any activities referred to herein shall sign an indemnification and hold harmless agreement, indemnifying the Authority, and any and all Authority Parties against any claim that might be made against any of the foregoing by reason of activities conducted by the permittee or its agents at the Airport. This agreement must be included with the application.
- (5) The permit granting or amending such request shall be issued with reasonable promptness following receipt of the application by the Authority, or the applicant shall be furnished with a written statement indicating why the issuance of the permit will be delayed or why a permit will be denied. In no event shall the granting or denial of the permit exceed fifteen (15) business days from the date the application is received by the Authority.



- (6) Should any applicant be denied a permit, such action shall be subject to review by the Authority. Any applicant desiring such review shall make a written request to the Authority within ten (10) days from the date written notice of denial of the permit is sent to the applicant. When such review shall be requested, the same shall be held at the next meeting of the Authority provided that the request for review is received at least five (5) days prior to such meeting. The Authority shall mail to the applicant, at the address on the application, written notice of the time and place at which the review will be held, and such notice shall be mailed at least five (5) days in advance of the review date. At the review the applicant may appear, may be represented by counsel, may cross-examine, and may present evidence. Upon completion of the review, the Authority shall affirm or reverse the action of the Authority and shall give prompt written notice of the affirmance or reversal to the applicant. Any determination of the Authority adverse to the applicant shall be subject to appeal in accordance with the laws of the State of Connecticut.
- (7) The activities referred to herein shall be conducted strictly in conformity with the terms and conditions set forth in the permit issued by the Authority. The Authority may cancel or suspend the permit, without prior notice, due to an emergency, overcrowded conditions, or for security reasons. Each permit issued by the Authority shall specify the area or areas in which the applicant's proposed activities may be conducted.
  - (i) Permits will be granted on a "first come, first served" basis. Permits are not transferable except among individuals who have completed and submitted applications for the same permit. In the event that one individual or entity has a demonstrated need for only a part of the area described in the permit, the Authority reserves the right to grant others use of unused space. When there are requests for space at the same time by more Persons or organizations than the available areas will reasonably accommodate, the Authority shall maintain a waiting list and upon availability, notify the next individual or organization of its turn to utilize the area. Upon expiration of a permit, the individual or organization may request to be placed on the waiting list again, or may re-apply for a permit if there is no waiting list. No individual or organization may sign up for more than one 30 day period at a time.
- (8) Each permit shall be issued for a period not to exceed thirty (30) consecutive days. Permits shall not be extended or renewed. A new permit may be issued to the former permit holder upon submission of a new application. In such a case, applicants may be permitted to incorporate by reference any required documentation filed with a previous application, so long as the previous documentation has not expired and it is not older than twelve months.
- (9) Any organization or Person who is issued a permit as provided for herein, shall also be issued pre-numbered identification badges by the Authority for the number of Persons to be engaged in said activities at the Airport. The Person or Persons who will have supervision and responsibility for the proposed activities shall be responsible for the badges and shall issue one badge to each Person engaged in said activities and shall maintain a record showing the name and address of each Person

issued a badge. Each badge shall display a badge number and the name of the Person or organization to whom the permit was issued. Each Person engaged in said activities shall wear the badge on the upper and outer clothing in a manner clearly visible to the public during all times he is engaging in said activities. No other badges will be allowed. Prior to the issuance of any badges, the permittee shall pay the Authority the administrative charge for such issuance as set forth in the Authority's current schedule of rates and charges. All badges must be returned at the termination of each permit.

#### 1.5.2 Areas

- (1) The Authority will review from time to time the Terminal building and associated landside area at the Airport to determine the area(s) which will provide a reasonable opportunity for the exercise of the rights afforded by the First Amendment; and at the same time protect the other users of the Airport from undue harassment in connection with their constitutional rights as well as insure the safe, efficient and orderly flow of pedestrian traffic throughout the Airport so that it can be used for the purposes intended and in accordance with its design. The area will be designated on the permit. Such area or areas will be subject to change upon written notice to the applicant, when in the judgment of the Authority such change is necessary to the safe or efficient operation of the primary function of the Airport.

#### 1.5.3 Prohibited Conduct

- (1) No Person shall:
  - (i) In any way obstruct, delay, or interfere with the free movements of any other Person; pin, tie or attach any flower or other symbol, insignia, article or object to the clothing, luggage, or vehicle of any Person without their consent; assault or commit battery on any other Person; touch any Person without their consent; or obstruct and interfere with the conduct or authorized business of the Airport.
  - (ii) Use any musical instrument, noise-making device, sound, or voice amplifying apparatus, engage in any singing or chanting, or do anything which will reduce the efficiency of or interfere with the business functions of the Airport without first obtaining approval from the Authority, which activity may be restricted to a location and time and manner.
  - (iii) Place a table, bench, chair, sign, or other structure on Airport property.
  - (iv) Sell any article.
  - (v) Engage in any solicitation(s) not authorized by a valid permit issued by the Authority.
  - (vi) Violate any of the provisions of these Rules and Regulations.

- (vii) Distribute literature or solicit funds at the Airport without having first complied with the provisions of these Rules and Regulations relative to obtaining the required permit.
- (viii) Distribute literature or solicit funds at the Airport after the required permit therefore shall have been terminated.
- (ix) Attempt to exercise the privileges under the permit in the following areas of the Airport:
  - Any area not designated on the permit; leased space in the Terminal; any areas reserved for particular uses, such as parking areas, restroom facilities, and general circulation areas and circulation space for ticket counters and baggage claim areas; within twenty-five (25) feet of a doorway or entranceway; any area reserved for embarking or disembarking of motor vehicle passengers; or any area within fifty (50) feet of any security checkpoint; or any protected security area.

#### 1.5.4 Termination of Permit

- (1) Any violations of the provisions of this policy or of the certifications made in an application for a permit by any Person or organization shall cause the termination of any permit under which they are operating. In addition, a permit may be revoked for any reason for which it could be denied. Upon termination or revocation, the Person or organization shall not be eligible to receive a new permit for a period of six (6) months. In the event of such termination or revocation, the Authority shall give notice thereof to the holder of the permit, orally or in writing, at the choice of the Authority. Upon termination or revocation, the permit holder and all Persons present on behalf of the permit holder shall vacate the premises immediately. Any Person or organization whose permit shall thus be terminated or revoked may request a hearing thereon before the Authority, provided that such request shall be made in writing and shall be filed with the Authority within ten (10) calendar days of the sending of the notice of termination. When such hearing shall be requested, the same shall be held at the next meeting of the Authority, provided that the request for hearing is received at least five (5) days prior to such meeting. The Authority shall mail to the party who requested the hearing, at the time and place where the hearing will be held; and such notice shall be mailed at least five (5) days in advance of the hearing. At the hearing, the party requesting the hearing may appear, may be represented by counsel, may cross-examine, and may present evidence. Upon completion of the hearing, the Authority shall affirm, revoke, or modify the termination, and shall give prompt written notice of its action to the party requesting the hearing. Any determination of the Authority adverse to the holder of the permit shall be subject to appeal in accordance with the laws of the State of Connecticut.

### 1.5.5 Standards to Govern Denial of a Permit

A permit may be denied, orally or in writing, by the Authority, upon the following grounds:

- (1) Receipt of Multiple Requests. A fully executed prior application for the same time and place has been received, and a permit has been or will be granted authorizing activities which do not reasonably permit multiple occupancy of the particular area. Under these circumstances an alternate time will be proposed by the Authority to the applicant if a suitable alternative time is available; or the applicant may be placed on a waiting list for the next available time.
- (2) Dangerous Activity or Location. It reasonably appears that the proposed activity will present a danger to public safety, or health, or convenience of Airport users, or will unduly interfere with normal Airport operations and functioning.
- (3) Incompatible Use. The proposed activity is of such a nature or duration that it cannot reasonably be accommodated in the particular area applied for; would be inconsistent or incompatible with the purpose(s) for which the area sought to be reserved is normally reserved, or with other uses of the Airport.
- (4) Failure to Meet Conditions. The application proposes activities contrary to the limitations and conditions specified in these regulations, or contrary to any applicable law, or application is incomplete.
- (5) No Responsible Person or Entity. There is no Person or entity authorized to sign an application on behalf of a group applying for a permit and/or there is no Person or legal entity willing to accept responsibility for the group's adherence to the limitations and conditions of a permit.

### 1.5.6 Leaseholders

The foregoing provisions of this Section 1.5 will not apply to property or facilities held under lease by private parties, which parties may establish their own rules or bar such activities as they may determine within their leasehold. Leaseholders that are Airport Managers may establish and publish their own rules for non-commercial speech so long as such rules do not contravene the foregoing provisions of this Section 1.5 or otherwise do not contravene applicable local, state or federal law concerning non-commercial speech at airports.

## **2.0 AERONAUTICAL OPERATIONS**

### **2.1 General**

- 2.1.1 No Person shall operate or maintain any Aircraft at the Airport except in strict conformity with all ordinances, rules and regulations of the FAA, the Authority, and with all other applicable Laws and Policies.
- 2.1.2 All Aircraft shall be operated in accordance with Air Traffic Patterns as established by either the Authority or the FAA, as applicable.

- 2.1.3 Unusual performance tests of Aircraft may be conducted only upon prior permission of the Authority.
- 2.1.4 No Person shall interfere or tamper with any Aircraft at the Airport or start the engine of such Aircraft without the consent of the Aircraft's owner or operator.
- 2.1.5 During an emergency, all Aircraft shall clear the active Runway and shall hold their positions unless otherwise directed by the ATCT.
- 2.1.6 UAS may be operated at or over the Airport only to the extent that such operations comply with Connecticut and federal law and regulations.
- 2.2 **Public Use**
  - 2.2.1 The runways, taxiways, aprons, and Ramps are open to Aircraft in accordance with various Laws and Policies governing the operation of Aircraft and the conduct of pilots as promulgated by federal and state agencies and the Authority.
- 2.3 **Licenses and Registrations**
  - 2.3.1 Only Aircraft properly licensed or otherwise authorized by the FAA or U.S. law shall operate at the Airport.
  - 2.3.2 Only Persons properly licensed or otherwise authorized to operate a given Aircraft may operate such Aircraft at the Airport.
- 2.4 **Airport Closure**
  - 2.4.1 Subject to any applicable Laws and Policies, including but not limited to the regulations, orders, and directives of the FAA, the Authority shall have the authority to close any portion of the Airport as appropriate whenever the Airport or any portion thereof is unsafe for aeronautical activity.
- 2.5 **Engine Starting & Run-Up**
  - 2.5.1 A competent Person shall attend the engine and Aircraft controls during engine start and run-up procedures.
  - 2.5.2 Aircraft brakes shall be applied, or the Aircraft shall be appropriately secured, before and during engine start and run-up.
  - 2.5.3 Operational checks requiring high power settings, between 1500-2500 RPMs, shall be performed only at such locations specified from time to time by the Authority.
- 2.6 **Landings and Takeoffs**
  - 2.6.1 Aircraft shall land and takeoff on runways only unless specifically authorized by the ATCT.
  - 2.6.2 Aircraft departing Runway 20 shall make a right or a left turn after passing the shoreline.
  - 2.6.3 When possible, avoid close-in base legs and short approach landings at Runways 20.
  - 2.6.4 Takeoffs will commence at the extreme end of the runway or area authorized for use.

2.6.5 When the ATCT is closed, the High Intensity Runway Lights (HIRL) on runway 02-20 may be activated using Pilot Controlled Lighting on 124.80 MHz.

## 2.7 **Taxiing Operations**

2.7.1 Taxiway Bravo, south of the closed runway 14-32 and Taxiway Echo are closed to air carrier Aircraft in excess of 75,000 pounds GTW.

2.7.2 All Aircraft are recommended to operate with navigation lights and landing lights turned on during low visibility conditions.

2.7.3 No Aircraft shall be taxied, or its engines operated, in any location of the Airport where the propeller blast or exhaust of such operation will cause injury to Persons or damage to property.

2.7.4 No objects that are not required for the safe operation of landing or departing Aircraft may be placed or left in Safety Areas. If an object is required to be located in a Safety Area, it must be mounted in a manner that would allow that object to break easily if struck by an Aircraft.

## 2.8 **Flying Clubs**

2.8.1 A Flying Club is not a Commercial Aeronautical Activity serving the public but is an organization for the purpose of providing its members with one or more Aircraft for their personal use and enjoyment. The Flying Club is considered as an individual Aircraft owner. Since Flying Clubs are NOT Commercial Aeronautical Activities serving the public they shall be exempt from the Airport Minimum Standards upon satisfactory fulfillment of the conditions contained herein, unless they engage in Commercial Aeronautical Activities, at which point they are subject to applicable Minimum Standards for such activities. In order to operate at the Airport, a Flying Club must meet the following conditions:

- (1) The Flying Club must be a nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
- (2) Each member must be a bona fide owner of the Aircraft or be a member of the Flying Club.
- (3) The Flying Club may not derive a profit from the operation, maintenance, or replacement of its Aircraft.
- (4) Flying Club Aircraft will not be used by Persons other than bona fide members and by no one for commercial or paid operations and tickets may not be sold for carriage on the aircraft.
- (5) Flight instruction may not be given in Flying Club aircraft except when given by an operator based on the Airport and authorized to provide flight training or by an instructor who does not receive remuneration in any manner for such service.
- (6) The Flying Club shall file a copy of its bylaws, articles of formation, association, partnership or other documentation supporting its existence and

shall keep current with the Authority a complete list of the club's membership, including names of officers and directors; evidence that ownership of club aircraft is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by the Authority or a designated representative.

### **3.0 SAFETY, SECURITY, AND ENVIRONMENTAL PROTECTION**

#### **3.1 Airport Security**

All Persons at or using the Airport are subject to the Airport Security Program adopted and implemented by the Authority pursuant to 49 C.F.R. Part 1542. All Persons using the Airport must comply with any lawful directives, orders, or instructions issued by law enforcement and security personnel at the Airport related to Airport security.

#### **3.2 Acquisition of Security Keys**

This rule establishes the guidelines for the acquisition of Security Keys Control of Security Keys is intended in part to prohibit unauthorized access to restricted areas and Airport surroundings. Security Keys will not be issued to companies but only to individual employees. The individual employee is responsible for the Security Key and its return upon termination of the employee's employment. The employer is responsible for its employee's compliance. Security keys may not be duplicated. Security Keys must be presented for inspection upon request. Loss of a Security Key must be immediately reported to the Authority. In the event the Security Key is lost, not presented when requested, or not returned upon the termination of the employee's employment, the employer will be subject to a fee, including rekeying of applicable locks.

To acquire a Security Key:

- A written request for a Security Key must be submitted from the supervisor of the individual who is to receive the Security Key to the Airport Security Coordinator ("ASC").
- The employee applying for a Security Key is required to present proper identification before the Security Key will be issued.
- The employee applying for a Security Key will receive the requested Security Key(s), if authorized, at the Airport Manager's office.

The following individuals and groups are authorized to receive Security Key:

- Airport Administration Employees
- Airport Operations Employees
- Airport Maintenance Employees
- Airline Employees
- Airport Tenants' employees, including concessionaires
- Members of the New Haven and East Haven Police and Fire departments
- FAA employees
- TSA officers

- Contractors, as the ASC deems necessary

### **3.3 Identification Badges and Proxy Cards**

- 3.3.1 Every Person accessing the SIDA must display a valid, unexpired, Authority-issued identification badge above the waist on their outermost garment at all times. Employees are required to challenge other employees for not displaying their identification badge properly.
- 3.3.2 An identification badge can be obtained by filling out an Airport Identification Badge Application at the Airport Manager's Office. If the application is made by a Person based on their employment, their employer must also sign the application and will be liable for the employee's compliance with these Rules and Regulations.
- 3.3.3 An identification badge must be returned upon the Person to whom it is issued no longer requiring the access it allows.
- 3.3.4 An identification badge must be presented for inspection upon requested by an authorized officer.
- 3.3.5 The loss or damage to an identification badge must be immediately reported to the ASC.
- 3.3.6 Any time an identification badge is either lost or damaged, a fee will be assessed as established from time to time by the Authority.
- 3.3.7 Anyone granted access to any door or gate must ensure that those doors and gates are secure immediately after passing through such door or gate and shall not allow others to pass through a secure door without using their own valid, unexpired Authority-issued identification badge to access such door or gate.

### **3.4 Dangerous and Hazardous Materials**

- 3.4.1 No Person, except duly authorized law enforcement officers and others expressly permitted by the Authority, may bring or carry firearms onto the Airport. The foregoing does not, however, bar the carriage of a firearm to be carried in checked luggage in accordance with the rules therefor provided that the firearm, when entering the Airport, is unloaded and in the container required under those rules.
- 3.4.2 No Person, except those expressly permitted by the Authority, may bring or carry explosives, acids, highly flammable materials, compressed gases, or other hazardous materials onto the Airport. The foregoing does not, however, bar, if permitted by law, the use, maintenance, or deposit of such materials for ordinary use of such materials in permitted activities or carriage by air departing from the Airport in accordance with the rules therefor provided that they are appropriately stored, used, and/or packaged, including when entering the Airport.

### **3.5 Fire Hazards**

- 3.5.1 All operations on the Airport shall be conducted in accordance with National Fire Protection Association standards and applicable state and local fire codes.
- 3.5.2 The following specific activities which potentially create fire hazards are prohibited:



- (1) Storing or stocking materials or equipment in such a manner restricting access to a doorway, building, roadway, or fire extinguisher.
- (2) Operating or using propane or charcoal-type barbecue grills inside an Aircraft hangar or within 50 feet of any Aircraft, fuel facility, or fuel truck.
- (3) Keeping or storing flammable liquids, gases, fuels, signal flares, or other similar materials in the hangars or in any building on the Airport except that such materials may be kept in an Aircraft in the proper receptacles installed in the Aircraft for such purpose, or in containers or receptacles specifically designed for storage of such materials.
- (4) Throwing, discharging, or depositing trash, garbage, waste, oil, or other petroleum products or any waste material into any portion of the Terminal or parking lots.
- (5) Starting or maintaining an open flame or fire within any Aircraft hangar, in any Airport fuel storage area, or in any components of the fuel distribution system, unless the work is required for the repair of such areas or hangars. Except for Airport operations personnel repairing Airport facilities, operating a flame or spark-producing device on any part of the Airport except in approved areas within FBO-leased premises is prohibited, unless authorized by the Authority. Where such repair is required, permission shall first be obtained from the Authority and shall be subject to conditions that may be imposed by the Authority.

### **3.6 Fire Equipment**

3.6.1 No Person shall tamper with any fire extinguishing equipment or Airport fire protection systems or use them for any purpose other than for fire-fighting or fire prevention.

### **3.7 Aircraft Fueling Operations**

3.7.1 All aircraft fueling, in addition to other requirements including those specified herein, must be conducted in accordance with NFPA 407 - Standard for Aircraft Fuel Servicing (latest edition).

3.7.2 No Person may operate a fuel truck or fuel-transfer Vehicle unless such Person has passed an operating training program and refresher training, as applicable, required by the Authority.

3.7.3 During the fueling of an Aircraft, the dispensing apparatus and the Aircraft must be bonded in accordance with all applicable federal, state, and local Laws and Policies and with Uniform Fire Code Standards.

3.7.4 Fuel-servicing Vehicles are prohibited from parking within 50 feet of a building and must be parked at least 10 feet from each other.

3.7.5 Fuel storage areas will be properly identified with warning placards required by either the Fire Marshal, Authority, or both.

3.7.6 No Person may fuel or defuel an Aircraft on the Airport while the Aircraft is in a hangar (open or closed) or any enclosed space.

- 3.7.7 No Person may start the engine of an Aircraft on the Airport if there is any gasoline or other volatile flammable liquid on the ground underneath the Aircraft.
- 3.7.8 Each Person engaged in fueling or defueling on the Airport must exercise care to prevent the overflow of fuel and must have readily accessible adequate fire extinguishers.
- 3.7.9 Each hose, funnel, or apparatus used in fueling or defueling an Aircraft on the Airport shall be maintained in a safe, sound, leak-free condition and shall be properly grounded to prevent ignition of volatile liquids.
- 3.7.10 Persons involved in fueling operations shall ensure:
  - (1) Fueling activities cease when lightning discharges occur within five miles of the Airport.
  - (2) The engine(s) of the Aircraft being fueled is/are not in operation.
  - (3) All Aircraft electrical systems, to include magnetos and the master switch, are in the “off” position.
  - (4) The Aircraft’s parking brake is set, at least one Aircraft wheel is chocked, or the Aircraft is secured to the ground by the two wing tie-down points.
  - (5) No fueling occurs if there are persons onboard the Aircraft.

### 3.8 **Fuel Spills**

- 3.8.1 Loading stations and mobile fuel trucks shall be maintained in a safe operating condition. Any indication of leaking, or malfunctioning equipment shall be removed from service until repaired.
- 3.8.2 Fuel nozzles shall not be dragged along the ground.
- 3.8.3 If a spill is observed, fuel servicing shall be stopped immediately by way of releasing the dead man control. In the event that a spill continues, the equipment emergency fuel shutoff shall be activated. Airport Operations must be notified and fueling operations shall not be continued until the spill has been cleared and it is determined to be safe.
- 3.8.4 ARFF shall be notified immediately of all fuel spills.

### 3.9 **Restricted Areas**

- 3.9.1 Restricted Areas are established for safety and security reasons. The general public is restricted from all areas of the Airport posted as a RESTRICTED AREA.
- 3.9.2 The following individuals are permitted access to Ramp areas: pilots, Aircraft owners, passengers or guests going to and from an Aircraft, Aircraft service and maintenance personnel, FAA personnel, and official, duly authorized public safety personnel. Members of the general public may also be authorized by the Authority to enter the AOA. Visitors shall check in with Airport Administration prior to entering the AOA.
- 3.9.3 Persons observed in the AOA without authorization from the Authority may be considered trespassing.

### 3.10 **Disposal of Toxicants/Pollutants**

- 3.10.1 No Person shall dispose of any oils, fuels, solvents, chemicals, pollutants, or any other toxic substances (collectively, “Toxic Substances”) on the Airport except in receptacles provided for such purpose, nor allow Toxic Substances to enter the surface water, sewer, or drainage system.
- 3.10.2 All Airport tenants shall report spills and any other release or discharge of Toxic Substances on the Airport immediately to the Airport Operations office.
- 3.10.3 Tenants that are found in violation of discharging pollutants on or in proximity to the Airport will be given a Notice of Violation (NOV) issued by the on-site Airport Operations Supervisor. The NOV will require the violating facility to report the incident to the Department of Environmental Protection, within 24 hours of receiving the NOV.
- 3.10.4 All Persons on or at the Airport shall at all times fully comply with all laws and regulations governed by the U.S. Environmental Protection Agency and with the environmental requirements of all state and local entities with jurisdiction over the Airport or the Person.

### 3.11 **Self-Servicing of Aircraft**

- 3.11.1 Aircraft operators are permitted to fuel, wash, repair, or otherwise service their own based Aircraft (utilizing their own equipment), provided there is no performance of or attempt to perform such services for others and further provided that such right is conditioned upon compliance with these Rules and Regulations and all other applicable regulatory measures.
- 3.11.2 An Aircraft operator may hire an individual as an employee to provide, under the direction and supervision of the Aircraft operator, services on the Aircraft operator’s Aircraft. Such services may only be provided by an employee of the Aircraft operator utilizing the equipment of the Aircraft operator. Such Persons must be bona fide employees of the Aircraft operator, not contractors or agents.
- 3.11.3 Self-fueling of Aircraft is permitted on the Airport in designated areas. No Person may conduct self-fueling on the Airport without complying with all applicable federal, state, and local codes and regulations and executing a self-fueling agreement with the Authority. Fuel flowage fees apply to this activity.

### 3.12 **Aircraft Deicing**

- 3.12.1 Deicing of aircraft may only be performed at the deicing pad designated therefor by the Authority.
- 3.12.2 Air carriers are required to contact Airport Operations at least 20 minutes prior to commencing deicing operations to ensure that the glycol recovery system is activated and ready to receive deicing fluids.
- 3.12.3 Air carriers and/or their agents may only use the amount of deicing fluid that they have deposited into the storage facilities therefor.

## **4.0 VEHICLE OPERATING PROCEDURES**

The procedures outlined herein have been established to promote the safe operation of Vehicles on Movement and Non-Movement Areas of the Airport.

### **4.1 Generally**

- 4.1.1 All Vehicles authorized to operate on or having access to the Movement or Non-Movement Areas must comply with these regulations governing the operation of ground Vehicles. Airport management, tenants and contractors are responsible for ensuring that their respective employees, who operate ground Vehicles on the Movement Area and Non-Movement Areas, have knowledge of these Rules and Regulations and the importance of compliance.
- 4.1.2 Persons authorized to operate on Airport property should question those they believe to be unauthorized operators and report any such incident to the Authority.

### **4.2 Operator Requirements**

- 4.2.1 No Person shall operate motorized equipment or a Vehicle of any kind on the Airport unless in possession of a valid driver's license, and has received the Authority-administered driver training program.
- 4.2.2 The Authority has the authority to prohibit a Person from operating a Vehicle on the Airport if in his/her opinion allowing them to operate a Vehicle would be hazardous to Persons or property.

### **4.3 Vehicle Requirements**

- 4.3.1 No Person shall operate a Vehicle on the Airport unless the Vehicle is in sound mechanical order, has adequate lights, horn, brakes, and clear vision from the driver's position.
- 4.3.2 All Vehicles operated on the Airport must have liability insurance as required by the Connecticut Department of Motor Vehicles ("DMV") and/or the Authority. Vehicles must also be properly registered and inspected as per DMV requirements.
- 4.3.3 All Vehicles operated on AOA area of the Airport must have an Authority-issued AOA Vehicle Permit displayed.
- 4.3.4 Aircraft and Airport support Vehicles operated by FBOs and Airport aviation businesses are required to display their company name or logo on each side of the Vehicle along with an appropriately sized flashing or steady-burning yellow beacon.

### **4.4 Vehicle Operations**

- 4.4.1 Motor Vehicles shall be operated only in those areas of the Airport designated by the Authority and under those rules established.
- 4.4.2 Except as authorized by the Authority, Vehicle traffic on the Ramp shall use the designated service roadway (Perimeter Road) to the extent possible.
- 4.4.3 Unless otherwise authorized by the Authority, no Person may operate a motor Vehicle above 15 MPH on any Aircraft apron, Ramp or Taxiway.

- 4.4.4 No Person may operate a Vehicle on an Airport Runway or Taxiway without prior permission from the Authority. If the Vehicle is not with an authorized escort, it must receive clearance from, and maintain two-way communication with, the ATCT when the ATCT is operational.
- 4.4.5 No Vehicle shall enter the Airport Movement Area unless equipped with an appropriately sized flashing or steady-burning yellow or amber beacon mounted on the uppermost part of the Vehicle, visible from any direction including from the air. An orange and white-checked flag may be used in lieu of the flashing beacon for daytime activities. The flag shall be mounted so that it is conspicuous from any direction.
- 4.4.6 Each Person operating a Vehicle on the Airport shall maintain control of that Vehicle at all times.
- 4.4.7 No Person shall stop or park a Vehicle:
  - (1) In front of a driveway.
  - (2) Within a bus stop safety zone, taxicab zone, or no parking zone, except Vehicles authorized to use such area.
  - (3) On the roadway side of any stopped or parked Vehicle (i.e., double parking).
  - (4) Within 15 feet of a fire hydrant.
  - (5) Blocking any gate or other point of access to the AOA.
- 4.4.8 The Authority may detain Vehicles parked in parking areas for non-payment of parking charges.
- 4.4.9 The Authority may remove from the area of the Terminal any Vehicle which is disabled, abandoned, parked in violation of these Rules and Regulations, or presents an operational or security problem to any other area at the Terminal, at the owner's expense and without liability for damage which may result while removing, towing or storing.
- 4.4.10 No Person under the influence of alcohol, narcotics, illicit drugs, or controlled substances may operate a Vehicle on the Airport.
- 4.4.11 Proper radio communication with Ground Control frequency 121.70 MHz is required for all Vehicles authorized to operate on the Movement Area. Ground Control should be monitored at all times while the Vehicle is within the Movement or Safety Areas. During the hours 10:00 pm – 6:00 am monitor CTAF 124.80 MHz.
- 4.4.12 In the event of radio communication failure with the ATCT, a Vehicle operator shall follow the following procedures:
- 4.4.13 Move the Vehicle off to the side of the Runway or Taxiway to allow Aircraft or Vehicles to pass.
- 4.4.14 Flash the headlights of the Vehicle towards the ATCT and remain behind any hold-short line until the Vehicle operator receives the proper light gun clearance from the ATCT. Vehicle operators should remain patient, as it may take some time for air traffic control to notice the Vehicle's headlights and respond.

4.4.15 Light gun signals must be strictly adhered to and are described below.

<u>Color of Signal</u>	<u>Meaning of Signal</u>
Steady Green	Cleared To Cross, Proceed
Steady Red	Stop
Flashing Red	Clear the Runway/Taxiway
Flashing White	Return To Starting Point On Airport
Alternating Red/Green	Exercise Caution (Hazardous Conditions Exist)

**4.5 Right-of-Way**

- 4.5.1 Pedestrians and Aircraft (including Aircraft under tow) shall at all times have the right-of-way over vehicular traffic.
- 4.5.2 All Vehicles shall pass to the rear of taxiing Aircraft. Vehicles should not pass within 200 feet of the rear of an Aircraft with running engines.
- 4.5.3 Any Person operating a Vehicle on any portion of the Airport shall immediately yield the right-of-way to police, fire, ambulance, or other emergency Vehicles.

**4.6 Vehicle Parking**

- 4.6.1 All Vehicles shall be parked in designated, paved parking spaces in such a manner as to comply with all posted or painted lines, signs, and rules.
- 4.6.2 All parking rules and regulations must be adhered to on the Airport.
- 4.6.3 Airport tenants with Aircraft are to park their Vehicles directly on their assigned Aircraft parking location while utilizing their Aircraft. Other tenants are to park in their assigned areas only.
- 4.6.4 The Authority may reserve public parking lots and other areas not under lease or permit for special event use, indicating any parking restrictions by appropriate signs or markings.
- 4.6.5 Fueling Vehicles shall park only in those areas designated by the Authority. Fueling Vehicles shall not block taxiways, taxiway lanes, and gate or door access points.
- 4.6.6 FBO Ramp Vehicles and support equipment shall be parked within the FBO leased areas only.
- 4.6.7 Smoking is prohibited on all Movement and Non-Movement Areas.
- 4.6.8 No Vehicle may park on the east ramp except for the purpose of loading and unloading.
- 4.6.9 T-Hangar tenants may only use the parking space they have been allocated.
- 4.6.10 All airline ground equipment must be parked in the spaces designated by the Authority.
- 4.6.11 Enforcement action will be taken against those employees, tenants and contractors who do not comply with the written rules and regulations for ground service

Vehicles on the Airport. The consequences of noncompliance are as follows and are included in the procedures given to each employee, tenant and contractor upon issuance of Airport identification badges and/or execution of any lease agreement.

- (1) First offense - Test and verbal warning with the explanation of proper procedures and correspondence will be sent to the violator's employer.
- (2) Second offense - Written warning to employer and suspension of Airport driving privileges to the employee until remedial training occurs.
- (3) Third offense - Correspondence to employer, suspension or permanent revocation of AOA Ramp privileges at the discretion of the Authority.

## **5.0 Severability**

The provisions of these Rules and Regulations shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions.

# **MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES**

## **1.0 INTRODUCTION TO MINIMUM STANDARDS**

The Tweed-New Haven Airport (the “Airport”) is a public use facility owned by the City of New Haven and operated by the Tweed-New Haven Airport Authority (the “Authority”).

The Federal Aviation Administration (the “FAA”) encourages airport operators to develop and publish minimum standards to be met by all Commercial Aeronautical Operators who use or occupy Airport property. It is the prerogative of the Authority to impose conditions on such users of the Airport to ensure its safe and efficient operation. Such conditions must be fair, equal, and not unjustly discriminatory. They must be relevant to the proposed activity, reasonably attainable, and uniformly applied.

In order to foster, encourage, and ensure the economic health and orderly development of aviation and related aeronautical activities at the Airport, the Authority has established certain policies, standards, and requirements for Commercial Aeronautical Operators (the “Minimum Standards”).

A fair and reasonable opportunity will be afforded to all applicants to qualify, or otherwise compete, for available airport facilities and the furnishing of selected aeronautical services, subject to the Minimum Standards as established by the Authority.

Any current or prospective Commercial Aeronautical Operator based on the Airport will be subject to applicable Federal, State, and local laws, codes, ordinances, and other regulatory measures, including Airport rules and regulations. The Authority reserves the right to change these Minimum Standards at its discretion.

## **2.0 AUTHORITY AND PURPOSE**

This document was originally approved on March 7, 1983 by the New Haven Board of Airport Commissioners pursuant to the City Charter. Effective July 1, 1998, oversight and enforcement of this document became the responsibility of the Authority, which has amended and may amend it from time to time. These provisions shall be applied uniformly to all prospective Commercial Aeronautical Operators. No operation of Commercial Aeronautical Activities will be permitted except in compliance with the provisions set forth herein.

The Authority has delegated its responsibilities and rights of enforcement under these Minimum Standards to the Airport Manager. Lessees are responsible for requiring compliance with the Minimum Standards by any sublessees. A written agreement, permit, or lease executed by the Authority (or, in accordance with Section 10.0 below, another Commercial Aeronautical Operator) and the Commercial Aeronautical Operator is a prerequisite to tenancy or any entity conducting business on the Airport and the commencement of any operations thereon. The agreement, permit, or lease provisions must be compatible with these Minimum Standards. The Minimum Standards are included as part of all agreements, permits, and leases between the Authority and any Person or Persons, firm or corporation based on the Airport and engaged in any Commercial Aeronautical Activities. Information relative to rentals, fees, and charges applicable to Commercial Aeronautical Activities included herein will be made available to all prospective Commercial Aeronautical Operators by the Authority.



Benefits derived from Minimum Standards include:

- Promoting safety in Airport activities;
- Maintaining high quality service for all airport users;
- Providing financially equitable treatment to all tenants;
- Defining the minimum operating threshold for prospective Commercial Aeronautical Operators;
- Protection of Airport users from unlicensed and unauthorized products and/or services;
- Promotion of orderly development of Airport property; and
- Fostering mutually beneficial tenant-landlord relationships.

Minimum Standards establish a template for safe operations, address environmental liability issues, minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services, and minimize accident exposure. Minimum Standards set the format for which the Authority can measure requests for business activity on the Airport and allow providers of aeronautical services to make sound business decisions concerning the future of their business.

The details for construction of structures and other facilities are not included in the Minimum Standards, but will, as applicable, be specified in the applicable lease. Construction must be in accordance with local building codes or such other revised code as may subsequently be adopted.

### **3.0 GENERAL PROVISIONS**

The provisions of the Minimum Standards shall apply to any new lease, permit, or agreement authorizing a Commercial Aeronautical Operator to provide services at the Airport and to any material amendment to an existing lease, permit, or agreement authorizing a Commercial Aeronautical Activity at the Airport. The provisions of the Minimum Standards shall apply to the greatest extent permissible under any such lease, permit, or agreement for use of the Airport, and all such leases, permits, and agreements executed after the adoption of these Minimum Standards shall be subject to all such Minimum Standards as well as any future amendments to Minimum Standards and will not be grandfathered into any provision from any expired Agreement that is different than the then-current Minimum Standards. Any variances from the Minimum Standards granted for existing agreements will automatically terminate upon the expiration or renegotiation of any existing agreement and the then-current applicable Minimum Standards will apply for all future agreements.

No Person shall be permitted to conduct a Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the Authority's prior written approval. In reviewing a request, the Authority will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The Authority further may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The Authority may decide, in its sole discretion, to amend the Minimum Standards prior to executing an Agreement authorizing the new Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards.

Where these Minimum Standards require that a Commercial Aeronautical Operator lease Airport property and/or facilities, such requirement may be met by the Commercial Aeronautical Operator subleasing such property and/or facilities from the Authority or an existing tenant, subject to the approval of the Authority and Section 10.0 below.

#### **4.0 ADMINISTRATION AND ENFORCEMENT**

The Authority has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue directives and interpretive guidance in conformity with the Minimum Standards.

The principal means of enforcing the provisions of the Minimum Standards will be through an agreement authorizing a Person to conduct a Commercial Aeronautical Activity at the Airport. To the extent that the Authority has waived any portion of these Minimum Standards in accordance with Section 6.0 herein, such an agreement with or approved by the Authority shall explicitly recite said waiver.

The Authority may decline to enter into an agreement with any Person found to have violated the Minimum Standards and/or the adopted Rules and Regulations in the sole opinion of the Authority.

These enforcement procedures are in addition to any remedies or penalties authorized by an Agreement, or pursuant to law or regulation. Nothing herein is intended to limit the Authority's ability to exercise any other right or remedy available to it under an Agreement or applicable law.

#### **5.0 ADDITIVE STANDARDS AND CONFLICTS**

The Minimum Standards are intended to be additive, except where otherwise provided herein. A Commercial Aeronautical Operator may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.

In the event of conflicting Minimum Standards for a Commercial Aeronautical Operator performing multiple Aeronautical Services, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard.

The Authority may permit a Commercial Aeronautical Operator 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 determines, in its sole discretion, that each of the following conditions is satisfied: (i) 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; and (ii) 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 temporary waiver or temporary variance as provided in Section 6.0 below.

#### **6.0 WAIVERS AND VARIANCES**

The Authority may waive 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, firefighting, or military training.

The Authority further may waive all or any provision of these Minimum Standards in the event of a bona fide emergency, which may include for example, and without limitation, a natural disaster,

acts of terrorism, a pandemic where State or Federal restrictions are imposed to ensure the safety of the general public, or other similar occurrences.

The Authority may approve a temporary waiver of the Minimum Standards if the applicant for such a waiver demonstrates, to the satisfaction of the Authority, that each of the following conditions is satisfied: (i) 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 and the Authority has determined that the product, service, or facility is desired on the Airport; (ii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iii) the schedule is enforceable by the Authority; (iv) the temporary waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

The Authority may approve a temporary or permanent variance of the Minimum Standards if the applicant for such a variance demonstrates, to the satisfaction of the Authority, that each of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome; (ii) the variance is narrowly tailored to address the special condition or unique circumstance that the Authority desires to address; (iii) the operator has agreed to come into full compliance with the Minimum Standards if the conditions for granting the variance cease to exist; (iv) the variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport, and (vi) 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 shall not serve to amend, modify, or alter the Minimum Standards nor shall it serve as a precedent for future actions.

## **7.0 APPLICABILITY**

The Minimum Standards shall not apply to the following activities:

1. Non-commercial Aeronautical Activities, including, without limitation, Flying Clubs that do not perform Commercial Aeronautical Activities and that meet the Authority's rules and regulations for a bona fide Flying Club, or individuals storing their own Aircraft;
2. Air carriers operating at the Airport with respect to scheduled commercial service; and
3. Self-service, including without limitation self-fueling, by a Person on the Airport;

provided, however, that the above-referenced activities shall be subject to the Rules and Regulations and all other applicable federal, state, and local laws, rules, and regulations.

## **8.0 NON-COMMERCIAL ACTIVITIES**

These Minimum Standards do not govern the non-commercial use of Airport property. No Person shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use.

## **9.0 FUELING AND SELF-SERVICE**

The sale of fuel at the Airport is limited to those entities meeting the Minimum Standards. Nothing in these Minimum Standards is intended to prohibit self-service of Aircraft by employees of Commercial Aeronautical Operators. SASOs shall not be permitted to engage in commercial fueling or commercial self-service fueling. A SASO shall be strictly limited to self-service 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. In order to engage in self-service fueling, an Aircraft owner or operator, including a SASO, must seek and obtain a self-fueling permit, license, or other form of Agreement from the Authority. Self-fueling shall be subject to the self-fueling permit, license, or other form of agreement and the Rules and Regulations.

## **10.0 SUBCONTRACTING, SUBLEASING, AND ASSIGNMENT**

An agreement may allow a Commercial Aeronautical Operator to sublease, subcontract, or assign to another Person to conduct a Commercial Aeronautical Activity. In such event, the sublessee, subcontractor, sublicensee, or sub-permittee shall be responsible for complying with all applicable Minimum Standards; provided, however, that the Commercial Aeronautical Operator shall remain liable to the Authority for compliance with the Minimum Standards and the terms of any agreement for all sublessees, subcontractors, sublicenses, and sub-permittees.

Where a Commercial Aeronautical Operator is authorized to provide services at the Airport pursuant to a sublease or subcontract with an existing tenant, where these Minimum Standards reference an agreement with the Authority and any requirement related thereto, such reference shall be deemed to include such sublease or subcontract agreement between the Commercial Aeronautical Operator and the existing tenant.

Agreements may require the Authority's consent and written approval to any sublease, subcontract, or assignment. Prior to granting such consent, the Authority's may require the prospective sublessee, subcontractor, or assignee to complete an application or submit the information prescribed in Section 11.1 hereof. The Authority may reject the request to sublease, subcontract, or assign the agreement based on the factors enumerated in Section 11.8 hereof.

No Person shall conduct a Commercial Aeronautical Activity as a lessee, sublessee, subcontractor, or assignee 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.

## **11.0 REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL OPERATORS**

The standards and requirements set forth in this Section are applicable to each category of Commercial Aeronautical Operator described in Sections 12.0-13.0. These requirements are part of the Minimum Standards for each such operation, whether or not specifically recited in Sections 12.0-13.0. The Minimum Standards for operations not specified in those sections, if allowed, will be determined in connection with the permit, agreement, or lease for such operation.

### **11.1 APPLICATION**

Each prospective Commercial Aeronautical Operator shall submit the following information in writing to the Authority at the time of application, and thereafter shall submit such additional information as may be requested by the Authority.

The prospective Commercial Aeronautical Operator may propose to provide one or more Commercial Aeronautical Activities covered by these Minimum Standards. Where more than one

activity is proposed, the minimum requirements will vary (dependent upon the nature of individual services in such combination) but will not necessarily be cumulative in all instances. Because of these variables, the applicable Minimum Standards on combinations of services will be discussed with the prospective Commercial Aeronautical Operator at the time of its application.

As a condition precedent to the granting of an operating privilege on the Airport, each prospective Commercial Aeronautical Operator must submit a detailed description of the intended operation and the means and methods proposed to comply with these standards in order to provide high-quality service to the aviation and general public, including the following (as applicable):

1. The name, address, and telephone/facsimile number of the applicant. If the applicant is a corporation, name, address and telephone/facsimile number of registered agent of the corporation. If the applicant is a partnership, name, address and telephone number of all general partners.
2. The services to be offered.
3. The proposed date for commencement of operations.
4. The amount of land to be leased and building to be constructed or leased, if any.
5. The number of Aircraft to be provided, if applicable.
6. The number of Persons to be employed and hours of proposed operation.
7. The number and types of insurance coverage maintained. Evidence of insurance will be a condition precedent to the prospective Commercial Aeronautical Operator beginning its proposed operations at the Airport.
8. Evidence of financial capability to perform and provide the proposed services and facilities.
9. Copies of all licenses, certifications, and permits possessed by the applicant or its key employees that are necessary or required to perform the proposed services.
10. Description of the methods to be used to assure compliance with fire, sanitation, health and safety codes.
11. Layout Site Plan of proposed facilities including utilities, drainage, and landscaping.
12. Designated Professional Engineer that the prospective Commercial Aeronautical Operator will use to design the facilities.
13. Proposed development construction schedule and engineering cost estimates.

## **11.2 FINANCIAL RESPONSIBILITY**

Each proposal must be accompanied by a certified statement from a C.P.A., bank or other financial institution which indicates that the prospective Commercial Aeronautical Operator currently has assets of such an amount as to successfully finance, equip and supply the facilities being proposed. In lieu of such statement, a performance bond may be considered by the Authority.

The prospective Commercial Aeronautical Operator must also demonstrate financial capability to initiate operations and to construct improvements and appurtenances that may be required for the

proposed operation, and shall also indicate its ability to provide working capital to carry on the contemplated operations once initiated.

### **11.3 EXPERIENCE**

The prospective Commercial Aeronautical Operator shall furnish the Authority with a statement of its past experience in the specified services proposed to be furnished, together with a statement setting forth personnel to be used for the operations and the experience of said personnel.

### **11.4 REQUIREMENT OF A WRITTEN AGREEMENT**

Prior to the commencement of operations, the prospective Commercial Aeronautical Operator will be required to enter into a written agreement with the Authority setting forth the terms and conditions for its 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. The conditions set forth in the Minimum Standards do not represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions, however, may not change or modify the Minimum Standards or be inconsistent therewith (subject to Section 6.0).

All such written agreements (including subleases) shall contain a provision stating that such agreement is subject and subordinate to the Grant Assurances and providing further that in the event that such Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement solely as required to resolve such conflict or violation and provided further that the Person with whom the Authority has entered into the Agreement shall not knowingly cause the Authority to violate any Grant Assurances.

### **11.5 INSURANCE**

The prospective Commercial Aeronautical Operator shall procure and maintain insurance of the types and in at least the minimum limits set forth in Appendix A to these Minimum Standards and in compliance with this Section and its agreement with the Authority. The insurance company, or companies, writing the required policy, or policies, shall be licensed to do business in the State of Connecticut. In all cases, the Operator must comply with Connecticut Statutes with respect to Workmen's Compensation and Unemployment Insurance.

Such policies will name the following as insured parties, and all agreements will contain a clause wherein the Commercial Aeronautical Operator indemnifies and holds harmless the Authority for any and all claims, damages, costs, or judgments arising as a result of the Operator's conduct of any operations on the Airport. Insurance coverage must be approved by the Authority and certificates must be provided to the Authority and maintained in full force and effect at all times.

Insurance required by the Authority shall include coverage of: Premises and operations, Independent contractors and subcontractors liability, real property (fire), personal injury, worker's compensation, employer's liability, builder's risk, and product/completed operations coverage. The applicable insurance coverages shall be in force during the construction of the Commercial Aeronautical Operator's facilities and/or prior to entry upon the airport for the conduct of business.

### **11.6 MOTOR VEHICLES ON AIRPORT.**

The Commercial Aeronautical Operator may make provisions for the transportation of pilots and passengers of transient general aviation Aircraft (using the Commercial Aeronautical Operator's

facilities and services and in the conduct of the Operator's business) to and from the Commercial Aeronautical Operator's office to the Commercial Aeronautical Operator's Aircraft parking or tie-down areas, etc.

Commercial Aeronautical Operators performing this service shall do so only in strict accordance with Airport Rules and Regulations, applicable federal, state, and municipal laws, ordinances; codes, or other regulatory measures now in existence or hereinafter adopted. All drivers assigned by the Commercial Aeronautical Operator must complete the Airport's on-airport driving training course. The Commercial Aeronautical Operator shall be required to equip these motor vehicles with two-way radio capable of communicating with the FAA Airport Traffic Control Tower (ATCT) as well as with appropriate rotating beacons, and must comply strictly with the orders and instructions by radio, light signal or other communications from the ATCT. No vehicle allowed on any paved or treated Aircraft Movement or parking Area shall have dual wheeled axle loadings greater than that provided for in construction plans, certified by a professional engineer, or subsequently approved by the FAA.

### **11.7 MISCELLANEOUS**

Each Commercial Aeronautical Operator shall keep and maintain its leased premises in a safe, neat, and orderly manner to the extent necessary to meet or exceed good housekeeping/HAZMAT containment practices in conformance with the Airport's Stormwater Pollution Prevention Plan (SWPPP) as required by the U.S. Environmental Protection Agency NPDES Stormwater Program and in accordance with regulations of the Connecticut Department of Environmental Protection.

The Commercial Aeronautical Operator shall maintain in good condition any pavement or other site work constructed by the Commercial Aeronautical Operator, as well as the exterior and interior of buildings that it leases. Unless specified otherwise in the applicable sublease, utility service, trash removal, and all grass mowing and landscape maintenance within the Commercial Aeronautical Operator's leased premises shall be the Commercial Aeronautical Operator's responsibility.

Unless specifically addressed by lease terms or written agreement, all leasehold improvements constructed or installed by a Commercial Aeronautical Operator become the property of the Authority at the end of the lease term without charge or cost to the Authority.

All Operators shall keep the sound level of their operations as low as reasonably possible, particularly during the hours of 10 p.m. to 7 a.m. Commercial Aeronautical Operators will endeavor to avoid and eliminate annoyances to others on or off the airport as may be caused by noise, dust, fumes, vibrations, lighting, or other characteristics of the lessees operation as much as possible and consistent with safe operations.

### **11.8 GROUNDS FOR DENIAL**

Any of the following reasons may be grounds for denial of an application by the Authority:

1. The Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein.
2. The Authority has determined, upon examination of the applicant's business plan, financial plan, and information submitted to establish financial responsibility, that the applicant is unlikely to be able to continue to meet the Minimum Standards

prescribed herein throughout the term of an Agreement, including the payment of the required rates, fees, and charges or investment requirements.

3. The applicant has supplied the Authority, or any other Person, with false or misleading information or has failed to make full disclosure in their application or supporting documents.
4. The applicant has not provided the required security deposit as called for herein.
5. No appropriate, adequate, or available space exists at the Airport to accommodate the proposed operation of the applicant at the time of the application, nor is such contemplated within a reasonable time frame.
6. The proposed operation, development, and/or construction does not comply with the Master Plan and/or Airport Layout Plan of the Airport in effect at that time, or anticipated to be in effect within the time frame proposed by the applicant.
7. The FAA has determined that any proposed development or the related activity would constitute an obstruction or hazard to air navigation.
8. The proposed Commercial Aeronautical Activity would require the Authority to spend funds or to supply resources that the Authority is unwilling to spend or supply.
9. The applicant, or an officer, director, agent, representative, shareholder, or employee of the applicant, or a Person of which a principal of the applicant was a principal, was party to an Agreement with the Authority that was terminated for cause and/or the applicant, an immediate family member of the applicant, a principal of the applicant, or a Person of which a principal of the applicant was a principal, was previously defaulted by the Authority.
10. The applicant, or an officer, director, agent, representative, shareholder, or employee of the applicant, or a Person, of which a principal of the applicant was previously a principal, has been party to litigation or claims, whether threatened or filed, which a reasonable Person would determine to be vexatious or frivolous, including, without limitation, administrative litigation, against the Authority concerning Commercial Aeronautical Activities at the Airport.
11. The applicant, or an officer, director, agent, representative, shareholder, or employee of the applicant, or a Person of which a principal of the applicant was a principal, has been debarred or evicted or provided notice of potential debarment or eviction from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the Authority, nevertheless, may approve the application upon examination of the facts and circumstances surrounding the actual or potential debarment or eviction.
12. The applicant, in the sole judgment of the Authority, poses an undue risk to the safety of operations at the Airport.
13. Denial of the application is otherwise appropriate because it would cause the Authority to be in violation of applicable federal, state, or local obligation.



14. The applicant proposes to provide services within the scope of an activity currently being exercised by the Authority pursuant to its proprietary exclusive right.

## **12.0 REQUIREMENTS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOs)**

### **12.1 AIRCRAFT SALES (NEW AND/OR USED)**

A Commercial Aeronautical Operator engaging in Aircraft Sales shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease an area of sufficient size and location to provide for the display and storage of Aircraft in a building providing sufficient floor space for aircraft storage, parts, repairs and maintenance, and at least 700 square feet of floor space for office, restrooms, customer lounge and customer telephone facilities. The Commercial Aeronautical Operator shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) will be provided by the Commercial Aeronautical Operator. Adequate hard-surface Aircraft ramp must be provided within the leased area to accommodate the Operator's activities, operations, and adequate tie-down facilities.
2. The Commercial Aeronautical Operator shall employ or have available on call a sufficient number of pilots with instrument and instructor ratings who shall be current (in type) in all Aircraft makes and models offered.
3. The Commercial Aeronautical Operator shall provide necessary and satisfactory arrangement for repair and service of Aircraft but only for the duration of the guarantee or warranty period. Servicing facilities may be provided through a written agreement with any authorized repair station operating at the Airport.

### **12.2 AIRFRAME AND POWER PLANT REPAIR**

A Commercial Aeronautical Operator engaging in Airframe and Power Plant Repair shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease an area of sufficient size and location upon on which shall be erected a building providing at least 4,500 square feet of floor space for airframe and power plant overhaul and repair services and at least 1,000 square feet of floor space for office, restrooms, customer lounge and customer telephone facilities, properly heated and lighted. The Operator shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) will be provided by the Commercial Aeronautical Operator. Adequate hard- surface Aircraft ramp must be provided within the leased area to accommodate the Commercial Aeronautical Operator's activities, operations, and adequate tie-down facilities.

2. The Commercial Aeronautical Operator shall provide sufficient equipment, supplies, and parts for certification as a FAA approved repair station. The Commercial Aeronautical Operator's premises shall be open and services available eight (8) hours daily, five (5) days a week. The Commercial Aeronautical Operator shall employ (and have on duty or readily available on call during required operating hours), sufficiently uniformed, efficient, and trained personnel in numbers required to meet the minimum standards set forth in this category currently certified by the FAA with ratings appropriate to the work being performed and holding an airframe and power plant (A&P) rating.
3. The Commercial Aeronautical Operator shall have an employee in the office at all times during required operating hours, who may be the same Person as required above.

### 12.3 AIRCRAFT RENTAL

A Commercial Aeronautical Operator engaging in Aircraft Rental shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease an area of sufficient size and location to accommodate the Operator's activities and operations including at least 5,000 square feet of floor space for storage and maintenance of Aircraft, office, shop, restrooms, customer lounge and customer telephones, all properly heated and lighted. The Commercial Aeronautical Operator shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) will be provided by the Commercial Aeronautical Operator. Adequate hard-surface Aircraft ramp must be provided within the leased area to accommodate the Commercial Aeronautical Operator's activities, operations, and adequate tie-down facilities.
2. The Commercial Aeronautical Operator shall have available for rental, either owned or under written lease to the Operator, a sufficient number of aircraft properly certificated to handle the proposed scope of its operation, but not less than two (2) certified and currently air worthy aircraft, at least one (1) of which must be a four-place aircraft, and at least one (1) of which must be equipped for and capable of flight under instrument conditions. The Commercial Aeronautical Operator shall employ at least one Person having current FAA certified flight instructor ratings for each of the Aircraft models offered for rental. The Commercial Aeronautical Operator shall develop and implement written policies to ensure that only qualified and licensed Persons may rent Aircraft and shall provide a copy of said policies to the Authority.
3. The Commercial Aeronautical Operator shall have its premises open at least eight (8) hours a day, six (6) days a week. The use of an adequate telephone service will be considered as being "open" if such service has immediate access to the Operator or its local representative. The Commercial Aeronautical Operator shall provide an employee in attendance in the facility office at all times during operating hours.

## 12.4 FLIGHT TRAINING

A Commercial Aeronautical Operator engaging in Flight Training shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. For Commercial Aeronautical Operators who operate flight schools pursuant to 14 C.F.R. Part 141, the Commercial Aeronautical Operator shall lease an area of sufficient size and location to accommodate its activities and operations including at least 15,000 square feet of floor space for storage and maintenance of aircraft, office, shop, restrooms, customer lounge and customer telephones, all properly heated and lighted. The Commercial Aeronautical Operator shall provide at a minimum an office, classroom, and a briefing room space as required by 14 CFR Part 61 or Part 141 (with adequate mockups, pictures, slides, filmstrips, and other visual aids) to support flight-training activities. The Commercial Aeronautical Operator shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) will be provided by the Commercial Aeronautical Operator. Adequate hard-surface aircraft ramp must be provided within the leased area to accommodate the Commercial Aeronautical Operator's activities, operations, and adequate tie-down facilities. Commercial Aeronautical Operators who engage in Flight Training only pursuant to 14 C.F.R. Part 61 must provide ground-based instruction on the Airport and sufficient space must be provided on the Airport for classroom training.
2. The Commercial Aeronautical Operator shall have available for use in flight training, either owned or under written lease to the Commercial Aeronautical Operator, a sufficient number of Aircraft properly certificated to handle the proposed scope of its student operation, but not less than three (3) properly certificated Aircraft, at least one (1) of which must be equipped for and capable of use in instrument flight instruction. The Authority reserves the right to require one (1) twin-engine Aircraft in addition to the above if it feels this is necessary to insure full training availability on the Airport. The Commercial Aeronautical Operator may engage in Aircraft maintenance of only those Aircraft either owned or under written lease. Commercial Aeronautical Operators who engage in Flight Training only pursuant to 14 C.F.R. Part 61 may instead conduct the Flight Training on student-owned or leased Aircraft with the approval of the Authority.
3. For Commercial Aeronautical Operators who operate flight schools pursuant to 14 C.F.R. Part 141, the Commercial Aeronautical Operator shall have its premises open and services available at least eight (8) hours daily, six (6) days a week and shall have an employee in the facility at all times during the required hours. The Commercial Aeronautical Operator shall have on duty at least one (1) full-time flight instructor currently certificated by the FAA to provide the type of flight training offered and shall have available on call at least one (1) additional part-time flight instructor currently certificated by the FAA to provide the type of flight training offered; and shall provide a currently-certificated ground school instructor, at least four (4) days per week, three (3) hours per day, available as needed.

## **12.5 SPECIALIZED AIRCRAFT REPAIR SERVICES**

A Commercial Aeronautical Operator engaging in Specialized Aircraft Repair Services shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease an area of sufficient size and location as mutually agreed upon for a building providing at least 5,000 square feet of floor space for airframe and power plant overhaul and repair services and at least 1,200 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Commercial Aeronautical Operator shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Paved walkways with all points of access conforming to criteria specified in the Americans with Disabilities Act (ADA) will be provided by the Commercial Aeronautical Operator. Adequate hard surfaced Aircraft ramp must be provided within the leased area to accommodate the Commercial Aeronautical Operator's activities, operations, and tie-down facilities.
2. The avionics portion of the services offered must maintain a current qualification of Class I and Class II FAA-designated repair station or such other minimums determined by the Authority.
3. The Commercial Aeronautical Operator shall obtain and maintain current 14 CFR Part 145 Class I and Class II repair station certification for the operation or the operations contemplated.
4. The Commercial Aeronautical Operator shall have its premises open and services available eight (8) hours daily, five (5) days each week.
5. The Commercial Aeronautical Operator shall have in its employ and on duty during the required operating hours trained personnel in numbers sufficient to meet the minimum standards set forth in this category, but never less than one (1) Person currently certificated as FAA-rated radio, instrument or propeller repairman, and one (1) other repairman, not necessarily rated. The Commercial Aeronautical Operator shall have personnel available on two hours' notice on an on-call basis at all times outside of the Commercial Aeronautical Operator's regularly scheduled business hours for emergency service.

## **12.6 AIRCRAFT CHARTER AND AIR TAXI**

A Commercial Aeronautical Operator engaging in Aircraft Charter and Air Taxi shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease an area of sufficient size and location as mutually agreed upon wherein at least 2,000 square feet of floor space will be provided for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Commercial Aeronautical Operator shall provide sufficient automobile parking to accommodate employees and customers with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the

Americans with Disabilities Act (ADA) will be provided by the Commercial Aeronautical Operator. Adequate hard surfaced aircraft ramp must be provided within the leased area sufficient to accommodate the Commercial Aeronautical Operator's activities, operations, and tie-down facilities.

2. The Commercial Aeronautical Operator shall provide not less than one (1) single-engine (four-place), and one (1) multi-engine Aircraft, one of which shall be equipped for and capable of use under instrument conditions, either owned or under written lease to the Commercial Aeronautical Operator, all of which must meet the requirements of the FAA and the FAR Part 135 certificate held by the Commercial Aeronautical Operator.
3. The Commercial Aeronautical Operator shall have its premises open and services available eight (8) hours daily, six (6) days per week; and shall provide on-call service during all other hours.
4. The Commercial Aeronautical Operator shall have in its employ trained personnel in numbers required to meet the minimum standards set forth in this category, but never less than two current FAA-certificated commercial pilots appropriately rated to conduct the flight activity offered by Commercial Aeronautical Operator. The Commercial Aeronautical Operator shall have available sufficient qualified operating crews and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing and furnishing or arranging for suitable ground transportation.
5. Except for flights with nine (9) or fewer seats and unscheduled charter operations on which carriage is not sold to the public, passengers of a Commercial Aeronautical Operator must be processed through the Terminal at the Airport.
6. Special Provisions For Air Taxi Companies Not Based At Tweed-New Haven Airport: Air Taxi Companies not based at the Airport who are providing air taxi service to and from the Airport must make arrangements with a local FBO for use of Aircraft parking, passenger lounge area and auto parking facilities, or enter into an agreement with the Authority to use the main passenger Terminal and its auto parking area. Such Persons must still provide evidence of insurance coverage to the Authority.

## 12.7 SPECIALIZED COMMERCIAL FLYING SERVICES

A Commercial Aeronautical Operator engaging in Specialized Commercial Flying Services shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease an area of sufficient size and location as mutually agreed upon for a building providing at least 1,200 square feet of floor space for office, restrooms, customer lounge, and telephone facilities for customer use. All office/lounge space shall be properly heated and lighted. The Operator shall provide sufficient automobile parking to accommodate employees and customers with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) will be provided by the Operator. Adequate hard surfaced aircraft ramp must be

provided within the leased area sufficient to accommodate the Operator's activities, operations, and tie-down facilities.

2. The Commercial Aeronautical Operator shall provide and have based on its leased area, either owned or under written lease to Operator, not less than one (1) airworthy Aircraft suitably equipped for, and meeting all the requirements of the FAA and applicable regulations of the State of Connecticut with respect to the type of operations to be performed. In the case of crop dusting or aerial application, the Operator shall provide tank trucks for the safe handling of liquid spray and mixing liquids. The Operator shall also provide adequate ground equipment for the safe handling and loading of dusting materials.
3. The Commercial Aeronautical Operator shall have in its employ and on duty during the required operating hours sufficient trained personnel for its operation, but not less than one (1) Person holding a current FAA pilot certificate, properly rated for the aircraft to be used and the type of operation to be performed.

## **12.8 AIRCRAFT STORAGE**

A Commercial Aeronautical Operator engaging in Aircraft Storage shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease land sufficient for a building to accommodate the Commercial Aeronautical Operator's activities and operations. Minimum hangar sizes for Aircraft Storage shall be as follows:
  2. T-Hangars 1,200 square feet, with a depth of 40 feet, and
  3. Conventional or Box Hangars 6,400 square feet, with a depth of 80 feet.
4. Paved walkways and points of access will conform to criteria specified in the Americans with Disabilities Act (ADA). The Commercial Aeronautical Operator shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex. The Commercial Aeronautical Operator shall provide adequate tie-down facilities with paved access to taxiways.
5. The Commercial Aeronautical Operator shall have its premises open and services available to meet the demand for its services at least eight (8) hours a day, five (5) days a week. The Commercial Aeronautical Operator shall have an employee in the facility office or readily on-call and available at all times during the required operating hours.
6. The Commercial Aeronautical Operator may sublet hangar space for Aircraft Storage without the specific approval of the Authority; however, any such subletting shall be subject to all Minimum Standards herein set forth. The sub-lessee must agree to assume the full obligations of the lease and to comply with these Standards. The sub-lessee shall immediately comply with any reasonable request or direction of the Authority related to the enforcement of these standards. The lessee shall remain responsible for sub-lessee's compliance with obligation

under the lease or these Minimum Standards and the sublease shall in no way waive the lessee's responsibilities.

## 12.9 COMMERCIAL SELF-SERVICE FUELING

A Commercial Aeronautical Operator engaging in Commercial Self-Service Fueling shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators:

1. The Commercial Aeronautical Operator shall lease land sufficient for a structure to accommodate the Operator's activities and operations. The Commercial Aeronautical Operator shall provide adequate tie-down facilities and a paved Aircraft apron within the leased area to accommodate the movement of aircraft from its facility to the taxiway complex. Paved tie-down facilities shall be provided or leased from the Authority with public access for the number of aircraft expected to be accommodated in operator's business plan. To reduce the hazard of static electricity, an adequate number of grounding rods will be installed in aprons and parking areas or other locations where aircraft fueling will be performed. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).
2. Only an FBO may engage in Commercial Self-Service Fueling operations. An FBO shall not engage in Commercial Self-Service Fueling operations at the Airport without having first been issued written permission to do so by the Authority.

### 12.9.1 Commercial Self-Service Fueling Permittee Responsibilities

1. All into-plane delivery of fuels shall be performed only on leased premises unless written permission is granted to the other property by the Authority or lessor.
2. A permittee shall obtain the written approval of the Authority prior to the construction or installation of any improvement on the permittee's leased premises.
3. A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar airport improvements.
4. A permittee shall promptly repair any damage caused to the facilities or the Airport by the permittee, the permittee's employees, agents, patrons, and guests.
5. A permittee shall replace any fueling facility improvement on its leased premises destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
6. Upon written notice, a permittee shall perform any non-emergency reasonable facility maintenance that the Authority determines is necessary. If a permittee fails to undertake such maintenance within three (3) days of receipt of the written notice, the Authority may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the Authority, the permittee shall reimburse the Authority for the cost of the maintenance performed. The Authority reserves the right to order any fuel

facility be placed out of service immediately if the Authority determines in its best reasonable judgment that an unsafe condition exists. In such case, operator is obligated to take appropriate corrective action immediately.

7. The permittee shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for the delivery of fuel and oil in quantities necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the operator by a vendor will be considered by the Authority to be fuel and oil dispensed by the permittee under the purview of the rates and charges established by the Authority.

#### 12.9.2 Cancellation By Permittee, Assignment, And Transfer

A permittee may cancel its commercial self-service fueling operations permission upon thirty (30) days written notice to the Authority. The right to conduct commercial self-service fueling operations is not assignable or transferable.

#### 12.9.3 Revocation or Suspension of Permit.

The Authority may revoke or suspend a commercial self-service fueling operations permit if it is determined that:

1. The permittee has violated any provision of these regulations and has not made needed corrections in a timely manner as directed by the Authority;
2. The permittee has given false or misleading information to the Authority during the application process;
3. The permittee has intentionally or knowingly impeded a lawful inspection by the Authority or other operator authorized to inspect the fueling operations of the permittee, or;
4. The permittee has demonstrated an inability or unwillingness to comply through repeated (defined as more than twice during any 90 day period) violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame as reasonably directed in writing by the Authority.
5. The permittee has failed to provide the Authority with an up-to-date (monthly) Self-Service Fueling report of fuel dispensed and flowage fees paid, or maintained inspections of the Self-Service Fueling equipment and the retention of a log of activity.

#### 12.9.4 Commercial Self-Service Fueling Operations Minimum Standards

1. A permittee shall develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the Airport as prescribed in (each as amended or replaced):
  - Aircraft Fuel Storage, Handling, and Dispensing on Airports, FAA Advisory Circular 150/5230-4C Changes 1 and 2
  - Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 to FAA Advisory Circular 150/5230-4C



- NFPA 30, Flammable and Combustible Liquids Code 2021 Edition
  - Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, Revision - 2019.1
  - NFPA 407 - Standard for Aircraft Fuel Servicing (2022 Edition)
  - NFPA 415, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (2022 Edition), and
  - American Petroleum Institute / IP Standard 1542, Identification Markings for Dedicated Aviation Fuel Manufacturing and Distribution Facilities, Airport Storage and Mobile Fuelling Equipment (Eighth Edition, August 2007).
2. Commercial Self-Service Fueling operations must be conducted in compliance with all applicable Federal, State, and local rules and regulations.
  3. Commercial Self-Service Fueling operations may be conducted only by the Aircraft owner.
  4. Commercial Self-Service Fueling operations may be conducted only on leased or licensed premises at the Airport.
  5. No fuel may be dispensed into any Aircraft other than those owned or controlled by the aircraft operator.
  6. The current applicable fuel flowage fee shall be paid on all fuel dispensed under this category.

#### 12.9.5 Personnel

The Commercial Aeronautical Operator shall provide properly trained Persons to be on-call during all hours of operation. The Commercial Aeronautical Operator shall submit to the Authority evidence of the training in safety procedures received by each Person who will directly manage the self-service fueling operation.

#### 12.9.6 Commercial Self-Service Fueling Facilities

1. All fuel storage locations shall be designated by the Authority and identified on the FAA approved Airport Layout Plan;
2. Individual tank sites shall be leased by the Authority to the Commercial Self-Service Fueling Operator subject to availability and compliance with all airport and fueling regulations.
3. The Commercial Aeronautical Operator shall construct and maintain its facilities and shall provide commercial self-service fueling operations in compliance with all applicable Authority, State and Federal laws and regulations whether presently in effect or enacted hereafter.
4. A Commercial Self-Service Fueling Operator shall provide at least one metered filter equipped fixed dispenser for dispensing 100 octane or turbine fuels from storage facilities having a minimum capacity of ten thousand

(10,000) gallons. The Commercial Aeronautical Operator shall maintain all fueling facilities in a safe and clean condition.

### **13.0 MINIMUM REQUIREMENTS FOR FIXED BASED OPERATORS (FBOs)**

A Commercial Aeronautical Operator who is also an FBO shall comply with the following minimum standards in addition to those minimum standards generally applicable to all Commercial Aeronautical Operators, as well as the minimum standards applicable to any Commercial Aeronautical Activity that it performs:

1. The FBO shall lease an area of sufficient size and location to accommodate the FBO's activities and operations. The leased space shall include a minimum of 120,000 square feet of land area, 33,000 square feet of hangar space including not less than 22,000 square feet dedicated to the storage of FBO tenant and transient aircraft, and not less than 3,000 square feet dedicated to aircraft repair and maintenance services and spare parts storage. The FBO shall provide a minimum of 3,200 square feet of heated, lighted, and air conditioned Terminal and office space that will include space for crew and passenger lounges, public restrooms and telephones, flight training, and flight planning. The FBO shall provide sufficient automobile parking to accommodate employees and customers, with no on-street parking. Paved walkways with all points of access conforming to the criteria specified in the Americans with Disabilities Act (ADA) will be provided by the FBO. Adequate hard-surface aircraft ramp must be provided within the leased area to accommodate the FBO's activities, operations, and adequate tie-down facilities. The FBO is not authorized to provide facilities for the processing of passenger or waiting rooms for scheduled, air taxi, or charter operations for Aircraft with more than nine (9) seats, provided, however, that such facilities may be provided to the passengers of unscheduled charter operations on which carriage is not sold to the public.

The provision of services by an FBO other than agreed upon in the initial contract will require a lease amendment, and the requirements of the "additional aeronautical activities" as set forth by the Authority must be met prior to the to the FBO's engaging in any such activities.

### **13.1 FUELING OPERATIONS REQUIREMENTS**

Only an FBO or a Terminal Operator may engage in fueling operations. No Person shall engage in fueling operations at the Airport without having first been issued fueling operations permission by the Authority.

#### **13.1.1 Fuel Permittee Responsibilities**

1. All into-plane delivery of fuels shall be performed only on leased premises, airside access roads or aprons unless a permit allowing otherwise is obtained from the Authority. All into-plane delivery of fuels will be done in accordance with NFPA 407 that requires that fueling be performed outdoors and not inside of hangars or within 50 feet of any building.
2. A permittee shall obtain the written approval of the Authority prior to the construction or installation of any fuel-related improvements on the permittee's leased premises.

3. A permittee shall maintain all fueling facilities in a safe and clean condition equal in appearance and character to other similar airport improvements. A permittee shall promptly repair any damage caused by the permittee, its employees, agents, patrons, and guests.
4. A permittee shall commence replacement of any fuel facility improvement on its leased premises which is destroyed by fire, explosion, weather conditions, or disaster within sixty (60) days of such destruction.
5. Upon written notice, a permittee shall perform any non-emergency reasonable fuel facility maintenance that the Authority determines is necessary. If a permittee fails to undertake such maintenance within three (3) days of receipt of the written notice, the Authority may perform the maintenance and/or revoke or suspend the permit. If maintenance is performed by the Authority, the permittee shall reimburse the Authority for all cost related to the maintenance performed. The Authority reserves the right to order any fuel facility be placed out of service immediately if Authority determines in its best reasonable judgment that an unsafe condition exists. In such case, the party responsible for such facility is obligated to take appropriate corrective action immediately.
6. The permittee shall demonstrate that satisfactory arrangements have been made with an aviation petroleum distributor for the delivery of fuel and oil in such quantities as are necessary to meet the requirements set forth herein. Aviation fuel and oil delivered to the permittee by a distributor will be considered by the Authority to be fuel and oil dispensed by the permittee under the purview of the minimum rates established in the agreement with the Authority.

#### 13.1.2 Records And Monthly Reports

1. A permittee shall maintain accurate records of all fuel received and dispensed. Each month, a permittee shall submit to the Authority a copy of the original report received from the permittee's suppliers showing the amount of fuel delivered, regardless of the amount.
2. A permittee shall allow its records of fueling operations to be audited at any time by a representative of the Authority or by an independent certified public accountant selected by the Authority.
3. Each month, a permittee shall submit a reconciled inventory report of fuel to the Authority upon which monthly fuel flowage fees will be calculated.

#### 13.1.3 Revocation Or Suspension Of Permission

The Authority may revoke or suspend fueling operations permission if it is determined that:

1. The permittee has violated any provision of these regulations and has not made needed corrections in a reasonable and timely manner following written notice by the Authority;

2. The permittee has intentionally or knowingly impeded a lawful inspection by the Authority or other operator authorized to inspect the fueling operations of the permittee, or;
3. The permittee has demonstrated an inability or willingness through repeated (defined as more than two in any given 90-day period) violations of these regulations and/or failure to take appropriate or adequate corrective actions, in the manner and time frame reasonably and timely directed in writing by the Authority.

#### 13.1.4 Fueling Operations Minimum Standards.

A permittee shall, as required to meet local conditions as appropriate, develop, enforce, and maintain minimum standards for the storage, handling, and dispensing of fuels and lubricants on the airport as prescribed in (each as amended or replaced):

- Aircraft Fuel Storage, Handling, and Dispensing on Airports, FAA Advisory Circular 150/5230-4C Changes 1 and 2
- Aircraft Fuel Storage, Handling, and Dispensing on Airports, Appendix 7 to FAA Advisory Circular 150/5230-4C
- NFPA 30, Flammable and Combustible Liquids Code 2021 Edition
- Air Transport Association Specification 103, Standards for Jet Fuel Quality at Airports, Revision – 2019.1
- NFPA 407 - Standard for Aircraft Fuel Servicing (2022 Edition)
- NFPA 415, Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways (2022 Edition), and
- American Petroleum Institute / IP Standard 1542, Identification Markings for Dedicated Aviation Fuel Manufacturing and Distribution Facilities, Airport Storage and Mobile Fueling Equipment (Eighth Edition, August 2007).

#### 13.1.5 Personnel And Training

All personnel involved in the handling of fuel and lubrication products for aviation use at the Airport shall be trained and qualified for the duties of the position held, as specified in FAR Part 139. Operators shall document the initial training and testing of supervisors and line personnel involved in servicing aircraft. These training records shall be provided to representatives of the Authority or the FAA, as specified in FAR Part 139.

#### 13.1.6 Fuel Storage Locations, Equipment And Facilities, Fueling Vehicles, Fuel Dispensers And Quality Control

Fuel storage equipment, vehicles, facilities and quality control procedures shall meet standards or requirements of the Authority, fuel supplier, NFPA 407, or as specified by the local Fire Marshal, whichever is more stringent.

### 13.1.7 Fueling Installation And Equipment Requirements

1. A fuel storage tank for each type of fuel stored shall be installed by a permittee in a location approved by the Authority. The minimum capacity of each tank shall be ten thousand (10,000) gallons. Combinations of tanks may be used to comply with this requirement provided that any new tank installations must have a minimum capacity of ten thousand (10,000) gallons.
2. Each new Operator (or current Operator expanding its fueling facilities) shall show compliance with these standards by submission of plans and specifications to the Authority, and shall receive written approval prior to starting any construction, installation, or modification.
3. All equipment, installations and training shall continuously meet these standards, and all facilities and records pertaining to fueling shall be made available to representatives of the Authority at all times during normal business hours.
4. A representative of the Authority will inspect each fueling operator's facilities, equipment, and procedures on a quarterly basis. Completed inspection forms will be kept on file in the office of the Authority; copies of these will be made available to the fueling tenant. The fueling tenant will be notified of any items that are not in compliance with these standards, and will be given 21 days to correct these deficiencies.

### 13.1.8 Other FBO Services

1. Minor Repair Services. The Operator shall provide such minor repair services, not requiring a certified mechanic rating, and cabin services to general aviation aircraft as can be performed efficiently in its hangar, on the ramp or other apron parking area, but only within the premises leased to the Operator or upon such other areas as the Authority may authorize.
2. Equipment Needed. The FBO shall provide proper and approved equipment for repairing and inflating aircraft tires, servicing struts, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters or other minor repair services not necessarily requiring an FAA certified mechanic rating. All safety equipment, such as fire extinguishers, ladders, jacks, etc. that is required should be maintained in these areas as well as in other areas where similar services may be performed.
3. Hours of Operation. The FBO shall have its minor repair services open and available on site during normal business hours, and on call at least one hour prior to the first scheduled commercial passenger airline departure to one hour after the last scheduled commercial passenger airline arrival, seven (7) days per week, and have service available on a prearranged basis at all other times.

4. Employee Requirements. The FBO shall have in its employ and on duty during the required operating hours trained personnel in such numbers as are reasonably required to meet the needs for such services.

#### **14.0 Severability**

The provisions of these Minimum Standards shall be severable, and if any of the provisions hereof shall be held to be unconstitutional or invalid, such determinations shall not affect the constitutionality or validity of any of the remaining provisions.

## **APPENDIX A TO THE MINIMUM STANDARDS**

### **INSURANCE REQUIREMENTS FOR COMMERCIAL AERONAUTICAL OPERATORS**

The following specifies the minimum insurance requirements for performing Commercial Aeronautical Activities at the Airport. All Commercial Aeronautical Activities conducted on the Airport must be authorized in an agreement, as appropriate, and all such agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with the Minimum Standards and contain the minimum insurance requirements contained in this appendix. The Authority expressly reserves the right to require, at its sole discretion, additional types or amounts of insurance coverage(s) in any agreement authorizing Commercial Aeronautical Activities approved by the Authority. FBOs shall have insurance requirements in at least the minimum amounts set out below if providing the below services and additional insurance requirements by agreement depending on the nature of their provided services and size of their operations.

#### **A. Lease Agreements**

All lease agreements (e.g., T-hangar, community hangar, other) must include the following insurance coverages:

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate (including damages to Leased Premises - \$300,000)
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - Connecticut statutory requirements
4. Employers' Practices Liability – Connecticut statutory, and at least \$1 million
5. Umbrella (over AGL and EPL coverages) - \$3 million

#### **B. Flight Training**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - Connecticut statutory requirements
4. Employers' Practices Liability, Connecticut statutory, and at least \$1 million
5. Student Pilot Insurance/Aircraft Renter's Insurance - \$1 million
6. Umbrella (over AGL and EPL coverages) - \$3 million

**C. Airframe and Power Plant Repair**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Workers' Compensation (if employer) - Connecticut statutory requirements
3. Employers' Practices Liability, Connecticut statutory, and at least \$1 million
4. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Hangar Keepers Insurance - \$5 million combined single limit for turbine-equipped Aircraft (if working on turbine-equipped aircraft), \$1 million single limit for work on all other Aircraft
7. Umbrella (over AGL, EPL, Environmental Liability, Products Liability/Completed Operations, and Hangar Keepers coverages) - \$3 million

**D. Aircraft Charter and Taxi**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$5 million combined single limit
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - Connecticut statutory requirements
4. Employers' Practices Liability, Connecticut statutory, and at least \$1 million
5. Passenger Liability (unless covered in Aviation General Liability Coverage) - \$500,000/passenger, \$5 million general aggregate
6. Umbrella (over AGL, EPL, and Passenger Liability coverages) - \$3 million

**E. Aircraft Rental**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - Connecticut statutory requirements
4. Employers' Practices Liability, Connecticut statutory, and at least \$1 million
5. Aircraft Renter's Insurance - \$1 million
6. Umbrella (over AGL and EPL coverages) - \$3 million



**F. Specialized Aircraft Repair Services**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Workers' Compensation (if employer) - Connecticut statutory requirements
3. Employers' Practices Liability, Connecticut statutory, and at least \$1 million
4. Hangar Keepers Insurance - \$5 million combined single limit
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
7. Umbrella (over AGL and EPL coverages) - \$3 million

**G. Aircraft Storage**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Hangar Keepers Insurance - \$5 million combined single limit
3. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
4. Umbrella (over AGL and EPL coverages) - \$3 million

**H. Aircraft Sales**

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
  - a. must include coverage for non-owned Aircraft in same amounts
2. Hangar Keepers Insurance - \$5 million combined single limit
3. Umbrella (over AGL coverage) - \$3 million

**J. Specialized Commercial Flying Services**

The Authority reserves the right to include additional insurance requirements in an appropriate agreement or permit with any Person or entity conducting Specialized Flying Services depending upon the services offered. In no event, however, may any agreement or permit for Specialized Flying Services require less than the following:

1. Aviation General Liability Coverage (including both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - Connecticut statutory requirements

4. Employers' Practices Liability, Connecticut statutory, and at least \$1 million
5. Umbrella (over AGL and EPL coverages) - \$3 million