

DRAFT

**Riverton Regional Airport
Commercial Minimum Standards
September 22, 2011**

JVIATION®

900 S. BROADWAY • SUITE 350 • DENVER, COLORADO 80209
PHONE: 303-524-3030 • FAX: 303-524-3031
• WWW.JVIATION.COM •

TABLE OF CONTENTS

1.0 INTRODUCTION.....1

1.1 Purpose..... 1

1.2 Preamble and Policy 2

1.3 Application..... 2

1.4 Application Review..... 3

1.5 Existing Operators..... 3

1.6 Waivers or Modifications..... 3

2.0 DEFINITIONS2-1

3.0 GENERAL REQUIREMENTS.....3-1

3.1 Agreement.....3-1

3.2 Experience and Capability3-1

3.3 Payments of Rents, Fees, and Other Charges3-1

3.4 Facility Maintenance.....3-2

3.5 Personnel.....3-2

3.6 Hazardous Materials3-2

3.7 Products, Services, and Facilities3-2

3.8 Security3-3

3.9 Lease Premises and Subleases.....3-3

3.10 Insurance.....3-3

3.11 Products Non-Discrimination3-3

3.12 Indemnification and Hold Harmless3-3

3.13 Taxes3-4

4.0 FIXED BASE OPERATOR (SASO)4-1

4.1 Definition.....4-1

4.2 Scope of Activity.....4-1

4.3 Facility.....4-2

4.4 Equipment.....4-2

4.5 Fuel Storage4-2

4.6 Personnel.....4-3

4.7 Hours of Activity4-3

4.8 Fuel and Other Hazardous Materials.....4-3

4.9 Insurance.....4-3

5.0 INDEPENDENT MECHANICS (SASO).....5-1

5.1 Definition/Scope of Activity5-1

5.2 Licenses and Certifications.....5-1

5.3 Equipment.....5-1

5.4 Hours of Activity5-1

5.5 Insurance.....5-1

6.0 AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)6-1

6.1 Definition/Scope of Activity6-1

6.2 Licenses and Certifications.....6-1

6.3 Equipment.....6-1

6.4 Hours of Activity6-1

6.5 Insurance.....6-1

7.0 SELF-SERVICE FUELING PERMITTEE7-1

7.1 Definition/Scope of Activity7-1

7.2 Agreement.....7-1

7.3 Fuel Storage7-1

7.4 Equipment.....7-2



7.5 Insurance7-2

8.0 AGRICULTURAL SPRAYERS (SASO).....8-1

8.1 Definition/Scope of Activity8-1

8.2 Licenses and Certifications.....8-1

8.3 Hazardous Materials8-1

8.4 Utilities.....8-1

8.5 Insurance8-1

9.0 COMMERCIAL/NON-COMMERCIAL HANGAR DEVELOPER9-1

9.1 Definition/Scope of Activity9-1

9.2 Leased Premises9-1

9.3 Insurance9-1

10.0 SCHEDULED AIR CARRIER OPERATOR..... 10-1

10.1 Definition10-1

10.2 Scope of Services10-1

10.3 Fees10-1

10.4 Insurance.....10-1

11.0 AIRCRAFT CHARTER OPERATOR..... 11-1

11.1 Definition/Scope of Services.....11-1

11.2 Facilities11-1

11.3 Licenses and Certifications.....11-1

11.4 Personnel.....11-1

11.5 Equipment.....11-1

11.6 Insurance.....11-2

1.0 INTRODUCTION

The Minimum Standards are the minimum requirements for the right to conduct an aeronautical activity at Riverton Regional Airport (Airport). Airport minimum standards vary from airport to airport, based on the factors of aeronautical activity, type and level of operations, type and level of based aircraft, and type and level of commercial services provided. These Standards address the minimum range, level, and quality of products and services offered to the public in a safe, efficient, and professional manner to those wishing to provide aeronautical services at the Airport.

The Minimum Standards are adopted, implemented, and enforced by the Airport.

1.1 PURPOSE

The FAA states the purpose of Minimum Standards is to “promote safety in all airport activities and maintain a higher quality of service for airport users, protect airport users from unlicensed and unauthorized products and services, enhance the availability of adequate services of airport land[,] provide a clear and objective distinction between service providers that will provide a satisfactory level of service and those that will not...prevent disputes between aeronautical service providers and reduce potential complaints.”¹

The FAA encourages commercial use airports to adopt appropriate minimum standards for the airport. The minimum standards include, but are not limited to, the following:²

- 1) Are applied to all providers of aeronautical services, from full service Fixed Base Operators (FBOs) to single service providers;
- 2) Impose conditions that ensure safe and efficient operation of the airport in accordance with FAA rules, regulations, and guidance;
- 3) Are reasonable, not unjustly discriminatory, attainable, uniformly applied, and are reasonable to protect the investment of providers of aeronautical services to meet minimum standards from competition not making a similar investment;
- 4) Are relevant to the activity to which they apply; and
- 5) Provide the opportunity for newcomers who meet the minimum standards to offer their aeronautical services within the market demand for such services.

This document specifies the particular requirements for airport-based businesses (e.g. FBOs, flight schools, maintenance shops, etc.) to ensure the Airport operates in a safe and efficient manner.

¹ FAA Order 5190.6B, *FAA Airport Compliance Manual*

² FAA AC 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*

The FAA does not formally approve Minimum Standards, nor is there a requirement to submit draft documents upon request. However, this Minimum Standards document must be approved by the City of Riverton and the Airport Advisory Board.

1.2 PREAMBLE AND POLICY

The City of Riverton and the Airport Advisory Board, being the Owner and in a position of responsibility for the administration of the Riverton Regional Airport, does hereby establish the following Policy for Minimum Standards:

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide aeronautical services to the public. They will ensure that those who have undertaken to provide approved commodities and services are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation roles of Riverton Regional Airport, facilities that currently exist at the Airport, services being offered at the Airport, and the future development planned for the Airport, in order to promote fair competition at Riverton Regional Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective operator, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and Riverton Regional Airport patrons.

1.3 APPLICATION

Demonstration of intent for an operator to conduct business at the Riverton Regional Airport shall be through an application to the City of Riverton Director of Public Works. The application shall contain at a minimum:

- 1.3.1 The proposed name and nature of the business, including all intended services.
- 1.3.2 The names, addresses, and phone numbers of all individuals who would be owners, partners, or managers of the business; with copies of current FAA licenses and certification which would be required for the proposed business.
- 1.3.3 An operations plan providing a summary of intended use of the airport facilities, including a proposed environmental compliance plan where applicable.
- 1.3.4 Evidence of ability to acquire required insurance coverage.

1.4 APPLICATION REVIEW

All applications will be reviewed and acted upon by the Airport within 60 days from the receipt of the completed application. Applications can be denied for one or more of the following reasons:

- 1.4.1 The applicant does not meet qualification, standards, and requirements established by these Minimum Standards.
- 1.4.2 The applicant's proposed business operations or construction will create a safety or environmental hazard on the Airport.
- 1.4.3 There is no appropriate or adequate available space or building on the Airport for the proposed business and/or activity.
- 1.4.4 The proposed business violates or does not meet local, state, or federal requirements.

1.5 EXISTING OPERATORS

With regards to an existing Lease Agreement (Agreement) with an existing Operator, all conditions not meeting these Minimum Standards shall be considered non-conforming. All such non-conforming conditions shall be brought into conformance within three months from the date of adoption of these minimum standards to comply.

1.6 WAIVERS OR MODIFICATIONS

The Airport may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response operations. The Airport Manager with the advice and consent of the Airport Advisory Board may waive or modify any portion of the Minimum Standards for an Operator when it is determined that such a waiver or modification is in the best interest of the public and will not result in discrimination against other commercial operators at the Airport.

2.0 DEFINITIONS

The terms used in these Minimum Standards are defined below. Terms relating to aeronautical practices, processes, and equipment will be construed according to their general usage in the aviation industry unless a different meaning is apparent from the context or otherwise specifically defined. All other words will be construed according to their common literal meaning.

- 2.1.1 **Activity** means all the operational activity or any aeronautical activity associated with the Operator's business.
- 2.1.2 **Aeronautical Activity** means any activity conducted at the Airport which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the operation of an aircraft. The activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft rental, aerial photography, crop dusting, air carrier operations, aircraft sales, aircraft maintenance and repair, sales of aviation products, and aircraft storage.
- 2.1.3 **Aeronautical Services** means any service which involves, makes possible, or is required for the operation of an aircraft, or contributes to or is required for the safety of airport operations conducted on the Airport by a person who has a lease or Agreement from the Airport to provide such services.
- 2.1.4 **Agreement** means the lease agreement between the Operator and the City and/or Airport.
- 2.1.5 **Airport** means Riverton Regional Airport and all property, buildings, facilities, and improvements within the exterior boundaries of the Airport as it exists on the Airport Layout Plan.
- 2.1.6 **City** refers to the City of Riverton governmental entity.
- 2.1.7 **FAA** means the Federal Aviation Administration.
- 2.1.8 **FAR** means the Federal Aviation Regulations.
- 2.1.9 **FBO** means any aviation business or Fixed Base Operator duly licensed and authorized by written agreement with the Airport to provide aeronautical activities at the Airport under strict compliance with such Agreement and pursuant to these regulations and standards.
- 2.1.10 **Flying Club** means a non-commercial organization established to promote flying, develop aeronautical skills, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.
- 2.1.11 **Fuel** means the aviation petroleum product used to operate piston or jet turbine engines.

- 2.1.12 **Fueling Operations** means the dispensing of aviation fuel directly into aircraft or dispensing the same from a separate medium such as a fuel truck or self-fueling facility.
- 2.1.13 **GA** means General Aviation.
- 2.1.14 **Improvements** mean any development or enhancement of any type of Operator's or Airport's facilities.
- 2.1.15 **Landside** means all buildings and surfaces on the Airport used by surface vehicles and pedestrian traffic.
- 2.1.16 **Leased Premises** means the boundary of the grounds stated on the Agreement.
- 2.1.17 **Manager** means the Airport Manager or his/her designee.
- 2.1.18 **NFPA** means the National Fire Protection Agency
- 2.1.19 **NOTAM** means a Notice to Airman published by the FAA.
- 2.1.20 **Operator** means a person or business that has a lease or Agreement with the Airport to provide services.
- 2.1.21 **RIW** means Riverton Regional Airport.
- 2.1.22 **Specialized Aviation Service Operators (SASOs)** are operators providing one or more commercial activities or aeronautical commercial services.
- 2.1.23 **Through-the-Fence Operations** means the use of Airport property by the operators offering an aeronautical activity on land adjacent to or by aircraft based on the land adjacent to, but not part of, Airport property.
- 2.1.24 **UNICOM** means a non-governmental communication facility which provides airport advisory information.

3.0 GENERAL REQUIREMENTS

All operators engaging in aeronautical activities at the Airport shall comply with all of the requirements in this section as well as the Minimum Standards applicable to the specific activities described in the subsequent sections.

The Minimum Standards waivers may be granted by the Airport in certain cases to prevent discrimination and foster equal opportunity for businesses at the Airport.

3.1 AGREEMENT

- 3.1.1 No person or entity shall engage in an Activity on the Airport unless they have an Agreement with or approval from the Airport authorizing such Activity.
- 3.1.2 An Agreement shall not reduce or limit the Operator's obligation with respect to these Minimum Standards.
- 3.1.3 The Operator shall also comply with all provisions of the Agreement between the Operator and Airport.

3.2 EXPERIENCE AND CAPABILITY

- 3.2.1 The Operator shall, in the sole judgment of the Airport, demonstrate the capability of providing high quality products, services, and facilities.
- 3.2.2 The Operator shall, in the sole judgment of the Airport, demonstrate the financial responsibility and capability to develop and maintain improvements; procure and maintain required vehicles, equipment, and/or aircraft; employ personnel; and engage in proposed Aeronautical Activities.

3.3 PAYMENTS OF RENTS, FEES, AND OTHER CHARGES

- 3.3.1 The Operator shall pay all rents, fees, and other charges specified by the Airport for leasing or use of land.
- 3.3.2 No Operator shall be permitted to engage in Activities unless they are current in the payments of all rents, fees, charges, or other sums due to the Airport under any and all Agreements the Operator has with the Airport.
- 3.3.3 The Operator's failure to remain current with all payments due to the Airport shall be grounds for revocation of the Agreement and the Operator's ability to operate at the Airport.

3.4 FACILITY MAINTENANCE

- 3.4.1 The Operator shall keep and maintain the premises and all improvement in good substantial repair and condition.
- 3.4.2 The Operator shall maintain the Leased Premises in a neat, safe, and orderly condition; and shall provide all necessary cleaning services for its Leased Premises.
- 3.4.3 The Operator shall not place, nor permit, advertising signs on the premises, nor painted on any buildings, without prior written approval by the Airport and City.
- 3.4.4 The Operator must comply with all City, County, and State building code, fire code, and permit requirements.

3.5 PERSONNEL

- 3.5.1 The Operator shall employ trained personnel that are required to meet these Minimum Standards.
- 3.5.2 All personnel shall meet the Airport's driver training requirements and training.

3.6 HAZARDOUS MATERIALS

- 3.6.1 The Operator shall comply with all laws relating to hazardous materials on the premises or related to the FBO's activities at the premises.
- 3.6.2 The Operator shall provide the Material Safety Data Sheets (MSDS) to the Airport for all hazardous material being used.

3.7 PRODUCTS, SERVICES, AND FACILITIES

- 3.7.1 Products, services, and facilities shall be provided on a reasonable and not unjustly discriminatory basis to all consumers and users of the Airport.
- 3.7.2 Only a full service FBO is permitted to sell fuel commercially.

3.8 SECURITY

- 3.8.1 The Operator shall comply with the security regulations disseminated by the Airport Manager. The Operator shall recognize and agree that the security of the Airport is paramount.

3.9 LEASE PREMISES AND SUBLEASES

- 3.9.1 The Operator shall not sublease any Leased Premises or any portion without prior written consent of the City.

3.10 INSURANCE

- 3.10.1 The Operator shall procure and maintain insurance policies required by law, including Minimum Standards, for the duration of the Agreement.
- 3.10.2 The Operator shall be liable for any loss or damage to property as a result of fire to other causes, including vandalism, malicious mischief, or other criminal activity.
- 3.10.3 The Operator shall provide the City and the Airport with proof of insurance.
- 3.10.4 The Operator shall name the City of Riverton, on behalf of Riverton Regional Airport, as additional insured.
- 3.10.5 It is recommended that the Operator consult with the insurance provider to determine the appropriate insurance level, given the potential exposures.

3.11 PRODUCTS NON-DISCRIMINATION

- 3.11.1 The Operator shall not discriminate against any person or class of persons on the ground of race, creed, color, national origin, sex, age, disability, or physical handicap in providing any product or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures, including without limitation *Part 21 of the Rules and Regulation* of the office of the Secretary of Transportation effectuating *Title VI of the Civil Rights Act of 1963*, as amended or reenacted.

3.12 INDEMNIFICATION AND HOLD HARMLESS

- 3.12.1 The Operator shall defend, indemnify, save, protect, and hold harmless the City of Riverton, on the behalf of the Riverton Regional Airport, from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitrations, or costs at any time received, incurred, or accrued by the City of Riverton, on behalf of Riverton Regional Airport, as result of or arising out of the Operator's actions or inaction. In the event a party indemnified hereunder is in part responsible for the loss, the

indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with Wyoming principles of comparative fault.

3.13 TAXES

- 3.13.1 The Operator shall pay, at the sole cost and expenses, all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized Agency.

4.0 FIXED BASE OPERATOR (SASO)

The following shall apply to all prospective aeronautical service providers wishing to become FBOs at the Airport. In addition to the General Requirements detailed in **Section 3.0**, each FBO shall comply with the following Minimum Standards.

4.1 DEFINITION

- 4.1.1 An FBO is an Operator engaged in the business of providing multiple aeronautical services including aircraft fueling to aircraft owner, airport users, and airport tenants. In addition to aircraft fueling, an FBO must provide aircraft maintenance services.

The FBO may also provide many different aeronautical activities, including:

- Dispensing Aviation Fuels
- Airframe and Powerplant Repair
- Aircraft Component Repair
- Aircraft Rental
- Flight Training
- Aircraft Hangar Storage
- Aircraft Refurbishing and/or Painting
- Avionics Repair and Sales
- Air Carrier Services

4.2 SCOPE OF ACTIVITY

The products and services of an FBO must include fueling distribution and aircraft maintenance:

- 4.2.1 The FBO shall be capable of delivering and dispensing aviation fuels (AvGas and Jet A Fuel) for all GA and commercial service aircraft with a response time not to exceed 60 minutes during required hours (barring situations beyond the FBO's control).
- 4.2.2 Aircraft Maintenance
- Provide and assist with routine aircraft maintenance on the airframe, powerplants, and associated systems of GA aircraft up to 25,000 pounds Maximum Takeoff Weight.

4.3 FACILITY

- 4.3.1 The FBO must have a building with no less than 1,200 square feet, which includes a pilot lounge, and a hangar able to accommodate six (6) small aircraft.

4.4 EQUIPMENT

- 4.4.1 The FBO shall provide adequate shop space, equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.
- 4.4.2 The FBO shall construct or install and maintain on-airport two (2) aboveground fuel storage tanks, one tank for AvGas and one tank for Jet A, unless otherwise authorized or required.
- 4.4.3 The FBO shall have one (1) Jet fuel refueling vehicle and one (1) AvGas fueling vehicle, each with a fueling capacity of at least 750 gallons.
- Fueling vehicle must be equipped with metering devices that meet all applicable Regulatory Measures.
- 4.4.4 Each refueling vehicle shall be equipped and maintained to comply with all applicable safety and for prevention requirements or standards, including, but limited to:
- National Fire Protection Code Association (NFPA) Codes;
 - Wyoming Fire and Safety;
 - 14 CFR Part 139, *Airport Certification*, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”.
 - Applicable FAA Advisory Circulars (ACs) including: AC 00-34, *Aircraft Ground Handling and Servicing*, and AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on An Airport*.

4.5 FUEL STORAGE

- 4.5.1 The FBO shall construct or install and maintain on-airport aboveground fuel storage, unless otherwise authorized or required, in a location consistent with the Master Plan.
- 4.5.2 The fuel storage must include at a minimum two (2) fuel tanks, one tank for AvGas and one tank for Jet A. In no event shall the total storage capacity be less than 12,000 gallons for Jet Fuel and 12,000 gallons for AvGas.
- 4.5.3 The FBO shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets Regulatory Measures for aboveground fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport at least 30 days prior to commencing operations.

- 4.5.4 The FBO shall be liable and indemnify the City for all leaks, spills, or other damage that may result through handling and dispensing fuel.
- 4.5.5 The FBO shall insure the quality of the fuel.
- 4.5.6 The FBO shall maintain current fuel reports on file, including total gallons delivered by type, and make such reports available for auditing at anytime by the Airport.

4.6 PERSONNEL

- 4.6.1 The FBO must have adequate personnel required to handle the activities and services it provides.
- 4.6.2 The FBO must have an FAA Certified Authorized Inspector (AI)/Airframe and Powerplant (A&P) Technician on staff.

4.7 HOURS OF ACTIVITY

- 4.7.1 The FBO must have its premises open and services available from 8:00 a.m to 5:00p.m., Monday through Friday, and 8:00a.m. to 4:00p.m. Saturday through Sunday, and shall make provisions for someone to be in attendance in the office at all times during the required operating hours.
- 4.7.2 The FBO must offer fuel service 24 hours a day, seven days a week. This may be achieved by a 60 minute call out, or an automated self-service fuel station.

4.8 FUEL AND OTHER HAZARDOUS MATERIALS

- 4.8.1 The FBO shall comply with all laws relating to hazardous materials on the premises or related to the FBO's activities at the premises.
- 4.8.2 The FBO shall provide the Material Safety Data Sheets (MSDS) for all hazardous materials being used to the Airport.
- 4.8.3 The FBO shall provide the City and Airport with copies of all reports, complaints, claims, citations, demands, inquiries, and/or notices relating to the environmental condition of the premises, and will do so no more than 30 days after the documents are generated by the FBO or are received by the FBO.

4.9 INSURANCE

- 4.9.1 The FBO shall obtain and keep in force throughout the term of the Agreement liability insurance with the following minimum coverage limits:
- \$250,000.00 for any one injury;
 - \$500,000.00 for any one accident; and
 - \$100,000.00 for property damage.

5.0 INDEPENDENT MECHANICS (SASO)

The following shall apply to all prospective aeronautical service providers wishing to become an Independent Mechanic at the Airport. In addition to the General Requirements discussed in **Section 3.0**, each Independent Mechanic shall comply with the following Minimum Standards.

5.1 DEFINITION/SCOPE OF ACTIVITY

- 5.1.1 Independent Mechanic Operator provides aircraft maintenance and/or maintenance of avionics for aircraft that is not owned by the Operator, which includes the sales of aircraft parts and accessories.

5.2 LICENSES AND CERTIFICATIONS

- 5.2.1 Personnel performing aircraft or avionics maintenance shall be properly certificated by the FAA, be current, and hold the appropriate rating for work being performed.

5.3 EQUIPMENT

- 5.3.1 Operator shall provide adequate shop space, equipment, supplies, and availability of parts as required for certification as an FAA Repair Station.

5.4 HOURS OF ACTIVITY

- 5.4.1 Operator must have its premises open and services available during reasonable hours for five days a week, and on-call afterhours with a response time no greater than 60 minutes.

5.5 INSURANCE

- 5.5.1 Independent Mechanics shall obtain and keep in force throughout the term of the Agreement the liability insurance indicated in such Agreement.

6.0 AIRCRAFT RENTAL, FLYING CLUB, OR FLIGHT TRAINING OPERATOR (SASO)

In addition to the General Requirements discussed in **Section 3.0**, each Aircraft Rental, Flying Club, and Flight Training Operator shall comply with the following Minimum Standards.

6.1 DEFINITION/SCOPE OF ACTIVITY

- 6.1.1 An Aircraft Rental Operator is an Operator that rents aircraft to the general public.
- 6.1.2 A Flying Club Operator is an Operator that makes aircraft available to its aircraft-owning members.
- 6.1.3 A Flight Training Operator is an Operator that provides flight instruction to the general public. A Flight Training Operator may also provide the ground school instruction necessary to take any pilot written examination and pilot proficiency checks for the pilots' license(s) and rating(s) involved.

6.2 LICENSES AND CERTIFICATIONS

- 6.2.1 Personnel performing aircraft and pilot proficiency check and/or flight training must have the appropriate license(s) and be properly certified by the FAA, be current, and hold the appropriate rating for aircraft being used.

6.3 EQUIPMENT

- 6.3.1 All aircraft must be properly certified and have current airworthy certification.
- 6.3.2 Flight Training Operators shall provide adequate and effective ground school instruction with the use of materials, supplies, and training methods that meet FAA requirements for the training offered.

6.4 HOURS OF ACTIVITY

- 6.4.1 Aircraft Rental Operators and Flight Training Operators shall be open for the public during reasonable hours for five days a week.

6.5 INSURANCE

- 6.5.1 Aircraft Rental, Flying Club, and Flight Training Operators shall obtain and keep in force throughout the term of the Agreement the liability insurance indicated in such Agreement.

7.0 SELF-SERVICE FUELING PERMITTEE

In addition to the General Requirements discussed in **Section 3.0**, each Self-Service Fueling Permittee shall comply with the following minimum standards.

7.1 DEFINITION/SCOPE OF ACTIVITY

- 7.1.1 A permit is required for all private and commercial entities wishing to supply fuel to their own aircraft. No Permittee is allowed to supply or sell fuel for aircraft not owned or leased by the individual or organization holding the permit.

7.2 AGREEMENT

- 7.2.1 No entity shall engage in self-service fueling activities unless a Self-Service Fueling Permit has been obtained from the Airport.
- 7.2.2 Prior to issuance of the Permit, the Permittee shall demonstrate and provide evidence of ownership and/or 100 percent operational control for any Aircraft to be fueled by Permittee. Evidence shall include, but not limited to:
- Copies of aircraft registration and/or lease agreement
 - Aircraft insurance liability policy
 - FAA issued certificate detailing aircraft under operational control per 14 CFR Part 135
- 7.2.3 Under no circumstance is the Permittee allowed to hire a third party to conduct fueling services.
- 7.2.4 The cost for the Permit will be established by the City Council per Airport Advisory Board recommendations based on the estimated Fuel Flowage Fees that will be lost due to the self-fueling activities.
- 7.2.5 The Permittee shall maintain current fuel reports on file, including total gallons, and make such reports available for auditing at anytime by the Airport.

7.3 FUEL STORAGE

- 7.3.1 The Permittee shall construct or install and maintain on-airport aboveground fuel storage, unless otherwise authorized or required, in a location consistent with the Master Plan.
- 7.3.2 If the total aggregate capacity of the fuel stored is more than 1,000 gallons, the Permittee shall have a written Spill Prevention Contingency and Control Plan (SPCC Plan) that meets Regulatory Measures for aboveground fuel storage facilities. An updated copy of the SPCC Plan shall be filed with the Airport at least 30 days prior to commencing operations.

- 7.3.3 In accordance with all applicable Regulatory Measures and appropriate practices, the Permittee shall develop and maintain Standard Operating Procedures (SOPs) for fueling and shall ensure compliance with the standard in FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*. The SOP shall be submitted to the Airport no later than ten (10) business days before the Permittee commences self-fueling at the Airport.

The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following:

- Bonding and fire protection
- Public protection
- Control of access to refueling vehicle storage areas
- Marking and labeling of refueling vehicles

- 7.3.4 The Permittee shall be liable and indemnify the City for all leaks, spills, or other damage that may result through handling and dispensing fuel.

7.4 EQUIPMENT

- 7.4.1 All fueling equipment shall be equipped and maintained to comply with all applicable safety and for prevention requirements or standards, including, but limited to:
- National Fire Protection Code Association (NFPA) Codes;
 - Wyoming Fire and Safety;
 - 14 CFR Part 139, *Airport Certification*, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”.
 - Applicable FAA Advisory Circulars (ACs) including: AC 00-34, *Aircraft Ground Handling and Servicing*, and AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on An Airport*.

7.5 INSURANCE

- 7.5.1 Self-Service Fueling Permittee shall obtain and keep in force liability insurance with the following minimum coverage with limits not less than:
- \$250,000.00 for any one injury;
 - \$500,000.00 for any one accident; and
 - \$100,000.00 for property damage.

8.0 AGRICULTURAL SPRAYERS (SASO)

In addition to the General Requirements discussed in **Section 3.0**, each Agricultural Sprayer shall comply with the following Minimum Standards.

8.1 DEFINITION/SCOPE OF ACTIVITY

- 8.1.1 An Agricultural Sprayer is organization or individual engaged in the application of pesticide, herbicides, fertilizers, or other like chemicals by aerial means (e.g. helicopter, or fixed winged aircraft).

8.2 LICENSES AND CERTIFICATIONS

- 8.2.1 The Agricultural Sprayer must be a Certified Applicator in the State of Wyoming, with the certificate on file with the Airport.

8.3 HAZARDOUS MATERIALS

- 8.3.1 The Agricultural Sprayer shall comply with all laws relating to hazardous materials on the premises or related to the Agricultural Sprayer's activities at the premises.
- 8.3.2 The Agricultural Sprayer shall provide Material Safety Data Sheets (MSDS) to the Airport for all hazardous material prior to being brought upon the Airport premises.
- 8.3.3 The Agricultural Sprayer shall provide the City and Airport with copies of all reports, complaints, claims, citations, demands, inquiries, and/or notices relating to the environmental condition of the premises, and will do so immediately upon receipt.
- 8.3.4 The Agricultural Sprayer is responsible for all costs associated with Hazardous Material clean up as result of a spill caused by the Agricultural Sprayer.

8.4 UTILITIES

- 8.4.1 The Agricultural Sprayer shall have a City Utility Account for Water and Sanitation if City water sources are used.

8.5 INSURANCE

- 8.5.1 The Agricultural Sprayer shall obtain and keep in force liability insurance with the following minimum coverage with limits not less than:
- \$250,000.00 for any one injury;
 - \$500,000.00 for any one accident; and
 - \$100,000.00 for property damage

9.0 COMMERCIAL/NON-COMMERCIAL HANGAR DEVELOPER

In addition to the General Requirements discussed in **Section 3.0**, each Hangar Developer shall comply with the following Minimum Standards.

9.1 DEFINITION/SCOPE OF ACTIVITY

- 9.1.1 A Hangar Developer is an Operator that develops and/or constructs hangar(s) for the purpose of selling and/or leasing hangar(s) and/or associated office/shop space.

9.2 LEASED PREMISES

- 9.2.1 Hangar Developers shall consult the Airport and the Riverton Regional Airport Building Development Standards document to determine the adequate land, apron, vehicle parking, and facilities required.

9.3 INSURANCE

- 9.3.1 Hangar Developers shall obtain and keep in force throughout the term of the Agreement liability insurance with the following minimum coverage with limits not less than:
- \$250,000.00 for any one injury;
 - \$500,000.00 for any one accident; and
 - \$100,000.00 for property damage

10.0 SCHEDULED AIR CARRIER OPERATOR

In addition to the General Requirements discussed in **Section 3.0**, each Scheduled Air Carrier Operator shall comply with the following minimum standards.

10.1 DEFINITION

- 10.1.1 A Scheduled Air Carrier Operator is an entity that has received fitness determination issued by the Department of Transportation under 14 CFR Part 298 and provides scheduled air transportation, operating under 14 CFR Part 121.

10.2 SCOPE OF SERVICES

- 10.2.1 A Scheduled Air Carrier Operator will operate its business in the terminal facility owned by the Airport.
- 10.2.2 Per the Agreement, the Scheduled Air Carrier Operator shall use the designated areas in the terminal building for apron space, airline operations, ticket counter(s), and office area to conduct its operations.
- 10.2.3 Scheduled Air Carrier Operators shall provide the Airport with a statistical report relating to the number of take-offs, landings, passenger enplanements, and the number of gallons of fuel purchased for each month's activity.

10.3 FEES

- 10.3.1 Landing fees will be calculated for the Scheduled Air Carrier Operator on the base Agreement. Calculation of monthly payments shall be on the basis of schedules for each Scheduled Air Carrier Operator.

10.4 INSURANCE

- 10.4.1 Scheduled Air Carrier Operators shall obtain and keep in force throughout the term of the Agreement liability insurance with the following minimum coverage with limits not less than:

| | |
|---|----------------|
| • General Aggregate Limit | \$1,000,000.00 |
| • Products/Completed Operations Aggregate | \$1,000,000.00 |
| • Personal and/or Advertising Liability Limit | \$1,000,000.00 |
| • Each Occurrence Limit | \$500,000.00 |
| • Fire Damage Limit | \$50,000.00 |
| • Medical Expense Limit (any one person) | \$5,000.00 |

11.0 AIRCRAFT CHARTER OPERATOR

In addition to the General Requirements discussed in **Section 3.0**, each Aircraft Charter Operator or Fractional Aircraft Operator shall comply with the following Minimum Standards.

11.1 DEFINITION/SCOPE OF SERVICES

- 11.1.1 An Aircraft Charter Operator is an Operator engaged in on-demand transportation for persons or property (defined in 14 CFR Part 135) or operating in private transportation under 14 CFR Part 125.

11.2 FACILITIES

- 11.2.1 An Operator shall have adequate apron, facilities, and vehicle parking to accommodate all activities.

11.3 LICENSES AND CERTIFICATIONS

- 11.3.1 Aircraft Charter Operators shall have and provide copies to the Airport, of all appropriate certification and approvals, including, but not limited to:
- Pre-application State of Intent (FAA Form 8400-6)
 - Registrations and Amendments under Part 298 (OST Form 4507)
 - FAA issued operating certificate(s)

11.4 PERSONNEL

- 11.4.1 Personnel shall be properly certified by the FAA, be current, and hold the appropriate ratings in the Aircraft utilized for the Activity.
- 11.4.2 Operator shall provide sufficient number of personnel to adequately and safely carry out the Activity to meet reasonable demands of the public seeking such services.

11.5 EQUIPMENT

- 11.5.1 All aircraft must be properly certified and have current airworthy certification.

11.6 INSURANCE

11.6.1 Aircraft Charter Operators shall obtain and keep in force liability insurance with the following minimum coverage with limits not less than:

- General Aggregate Limit \$1,000,000.00
- Products/Completed Operations Aggregate \$1,000,000.00
- Personal and/or Advertising Liability Limit \$1,000,000.00
- Each Occurrence Limit \$500,000.00
- Fire Damage Limit \$50,000.00
- Medical Expense Limit (any one person) \$5,000.00