



**MINIMUM STANDARDS**

**FOR**

**GENERAL AVIATION COMMERCIAL OPERATORS**

SEPTEMBER 2017

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## **1.01 STATEMENT OF PURPOSE**

The purpose of these Minimum Standards is to define acceptable standards for the conduct of commercial aviation activities at Manchester-Boston Regional Airport (herein after, the Airport or MHT). This document describes the privileges and restrictions associated with each defined category of activity and sets forth the following minimum standards for operations, land area, improvements, and/or services required or permitted:

- Establishes minimum entry qualifications for entities seeking to engage in commercial aeronautical activities or services at the Airport, including but not limited to, the provision of aeronautical products, services and/or facilities to the public;
- Ensures that aviation activities are conducted in a safe and equitable manner, in accordance with local, State and Federal standards;
- Promotes the development of quality capital improvements;
- Promotes the orderly and compatible development of Airport property;
- Promotes the financial self-sufficiency of the Airport;
- Protects the public from unsafe, inadequate, or substandard aeronautical products, services, and facilities; and insures that those entities engaged in commercial aeronautical activities or services are not exposed to unfair competition.

The Airport seeks to ensure that a full range of general aviation-related services and facilities are offered. To achieve this objective and to protect the interests of each class of tenant, the Airport has defined the privileges that will be granted to each type of Commercial Operator, with limitations where appropriate to protect the investment of those operators with full-service obligations.

Privileges will be granted according to two categories of General Aviation Commercial Operators:

1. Full-Service Fixed Base Operators (FBO)
2. Specialized Aviation Service Operators (SASO)

The Airport will provide a fair and reasonable opportunity, without unjust discrimination, to all qualified persons to compete for the right to construct, lease, or sublease appropriate space in order to conduct aeronautical activities that are not currently provided exclusively by the Airport. Prior to starting any operations, an Operator must have an Operating Permit and Lease Agreement with the Airport (or sublease with an FBO). Such agreements shall describe the terms and conditions under which the activity will be conducted at the Airport, including, but not limited to, the term of the agreements; the rentals, fees and charges; and the rights and obligations of the respective parties. The granting of such right or privilege, however, shall not be construed in any manner as affording the Operator any exclusive or continuing right of use of the premises or facilities other than those premises which may be leased exclusively to the Operator for the term of the Lease and then only to the extent provided in the written agreement.

The Airport reserves the right to lease an existing facility, or any portion of an existing facility, to a Specialized Aviation Service Operator in order to maximize facility use and business opportunities. A lease of this nature shall be at the Airport's sole discretion and shall be considered to meet the minimum facility requirements as defined herein.

The Airport further reserves the right to designate the specific areas where individual aeronautical services or a combination of aeronautical services may be conducted, and to determine whether or not there is sufficient, appropriate or adequate space at the proposed site to meet the minimum requirements established

herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current airport master plan, the role of the airport, and the safe, secure and efficient operation and development of the Airport.

These Minimum Standards will not grant any right or privilege that prevents any person or company from operating aircraft on the Airport, or from performing any services on its own aircraft with its own employees (including self-servicing and self-fueling) when appropriate, in accordance with these standards and established regulations and requirements of the Airport.

All agreements shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States relative to the operation and maintenance of the Airport, the execution of which has been required as a condition of federal funding of the Airport.

The Airport reserves the right to amend these Minimum Standards from time to time as operations warrant.

## **1.02 DEFINITIONS**

As used in these Minimum Standards, the terms below will have the following meanings:

"Aircraft" means any aeronautical device including, but not limited to, powered aircraft, gliders, kites, helicopters, gyroscopes, gyrocopters, ground effect machines, balloons and unmanned aircraft systems (UAS).

"Airport" means the entirety of Manchester-Boston Regional Airport including land and buildings.

"Airport Layout Plan" (ALP) is a scaled drawing depicting existing and future facilities and property necessary for the operation & development of the airport. The ALP is integral to the airport master plan.

"Building" means the main portion of each structure; all projections or extensions therefrom; any additions or changes thereto; and all garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs, and landscaping are not included.

"Commercial Operator" or "Operator" means an entity engaging in an activity which involves, or makes possible, the offering for sale of a general aviation service for the purpose of obtaining earnings, income, compensation or profit, whether or not such objective is accomplished.

"Entity" means any person, proprietorship, association, firm, joint venture, partnership, corporation, other business organization, or any combination thereof.

"Equipment" means all machinery, together with the necessary accessories, tools, and other apparatus necessary to the proper conduct of the activity being performed.

"Exclusive Right" means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. The granting of an exclusive right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly prohibited.

"FAA" as used in this document shall mean the Federal Aviation Administration.

"Full-Service Fixed Base Operator" or "Fixed Base Operator" or "FBO" means a general aviation commercial

Operator that is required to offer for sale to the public a range of basic and essential general aviation services and products as specified herein. Additionally, a full-service fixed base Operator is permitted to provide for sale other specialized general aviation services as specified herein.

"Improvements" shall mean all buildings, structures, and facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any leased area by or with the concurrence of a Lessee and the Airport. Plans and specifications for all improvements must be approved by the Airport and must meet development standards established by the Airport.

"Lease" means a contractual agreement between the Airport and an entity in which the Airport leases real property and, in conjunction with an Operating Permit, grants rights and privileges on the Airport to the entity for the purpose of conducting stated general aviation activities, which agreement is defined in writing and enforceable under law.

"Leased Premises" means the entirety of the ground area leased to an entity including all buildings, improvements, and fixed and removable structures identified as the premises in the lease agreement.

"Lessee" means an entity having a valid lease with the Airport.

"Line Service" means routine day-to-day servicing necessary for the safe operation of an aircraft and includes recharging batteries, oxygen, braking, and lubrication systems, cleaning, etc.

"Operating Permit" means a contractual agreement between the Airport and an entity in which the Airport grants rights and privileges to the entity for the purpose of conducting stated general aviation commercial activities, which agreement is defined in writing and enforceable under law.

"Ramp" means a paved area suitable for aircraft parking.

"Rules and Regulations" means the Rules and Regulations for Manchester-Boston Regional Airport as adopted by the City of Manchester's Board of Mayor and Aldermen.

"Specialized Aviation Service Operator" or "SASO" means a commercial Operator that is permitted to offer for sale one or more of the permitted services listed herein, but is not a Full-Service Fixed Base Operator.

"Sublease" means a sublease on the Airport granted to an entity by a Lessee and approved by the Airport for the use of all or part of the property leased by the Airport to the Lessee.

"Sub-Operator" means an entity engaged in any of the general aviation services that a Specialized Aviation Service Operator may provide, which services are provided under a sublease with a Full-Service Fixed Base Operator having a valid lease with the Airport.

"Tiedown" means a defined area on the Airport suitable for the parking of aircraft wherein suitable aircraft tiedown points have been installed.

### **1.03 PROPRIETARY EXCLUSIVE ACTIVITIES**

The Airport has elected to exercise its proprietary right to provide certain aeronautical activities exclusively including management of all Airport property. The Airport, unless otherwise specified by separate agreement

with another entity, shall be the sole Lessor of Airport property and facilities for aeronautical activities. Such activities may include but are not limited to those services identified in the Airport's Minimum Standards.

An individual or other entity may provide property management services for non-aeronautical leasing only after entering into appropriate agreement with the Airport.

#### **1.04 INSURANCE REQUIREMENTS**

Every Operator shall procure and maintain in effect continuously for the duration of its activities at the Airport, at the Operator's sole expense, insurance of the types and in at least such minimum amounts as required by the Airport and as further described and required within Operator's Permit and Lease agreements.

#### **1.05 CONSTRUCTION AND SITE DEVELOPMENT STANDARDS**

Any proposed construction or development of facilities will be subject to the development regulations and standards established by the Airport. All improvements constructed on the Airport, other than trade fixtures, shall become a part of the land and belong to the Airport upon expiration, termination, or cancellation of the Lease agreement between the Operator and the Airport covering such improvements unless otherwise specified by agreement. If an Operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Operator shall be responsible for extending such services and pavement surfaces to its site at the Operator's sole expense, unless otherwise negotiated with the Airport. All such utility services and pavement areas shall be constructed in accordance with Airport and FAA design standards, as well as applicable City of Manchester and Town of Londonderry codes.

#### **1.06 GENERAL OPERATIONAL REQUIREMENTS**

Operators shall employ trained personnel in such numbers as are required to meet the applicable Minimum Standards set forth herein in an efficient manner for each aeronautical activity or service being performed. The Operator's personnel shall be on duty during the applicable hours. The Operator shall also provide a responsible person in the office, if required, to supervise the operations in the leased area and on the Airport, with authorization to represent and act for and on behalf of the Operator during all business hours. The Operator shall provide the Airport with 24 hour emergency contact information appropriate to the Operator's activities.

The Operator shall control the conduct, demeanor and appearance of its employees. The Operator shall train its employees and ensure that they possess such technical qualifications and hold the required certificates, permits, licenses, and ratings to conduct the Operator's business activities on the Airport. It shall be the responsibility of the Operator to maintain close supervision over its employees to assure a high standard of service to customers.

Cross-utilization of personnel between aeronautical services may be permitted to the extent that personnel qualifications and licensing requirements and the applicable operating hours of these Minimum Standards are met.

No aircraft or other vehicle may be left unattended or parked, or any object or structure placed, built, or left to remain at any point on the airport where such object would protrude through any imaginary surface so as to create an obstruction under FAR Part 77.

Personnel authorized by the airport to operate motor vehicles on the Airport proper shall do so only in strict accordance with the Airport Rules and Regulations, applicable federal, state, and local laws, ordinances, codes, or other similar regulations now in existence or as may be hereafter modified, amended or enacted.

The Operator shall permit the Airport to enter upon its Leased Premises at any reasonable time for any purpose necessary, incidental to, or connected with the Operator's performance of its obligations with respect to these Minimum Standards, or the terms of any Operating Permit or Lease, or in the exercise of the Airport's functions; for fire protection or security purposes; or to inspect or maintain the premises; or to do any other task deemed necessary or desirable for the safety and operation of the Airport.

The rates or charges for any and all activities and services of the Operator shall be determined by the Operator, subject to review by the Airport and subject to the further requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

The Operator shall provide prompt, courteous, and efficient service to the public and provide an adequate means of contact to meet service demands. The Operator shall adhere to the highest ethical and aviation service community standards in the conduct of its activities.

The Operator shall commit no unlawful nuisance, waste, or injury on the Leased Premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or injury to property on the Airport.

The Operator shall refrain from creating or allowing on its Leased Premises any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the Operator's business constitute such violation, although some odors, gases, and vapors may result therefrom.

The Operator shall refrain from doing anything which might interfere with the effectiveness or accessibility of the Airport's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in the Operator's Leased Premises. The Operator shall refrain from doing any act or thing upon the Airport which will invalidate or conflict with any fire, property, or liability insurance policies covering the Airport.

The Operator shall remove or dispose of debris and other waste material (whether solid or liquid) arising from the Operator's activities. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles and equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. The Operator shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal must comply with all applicable federal, state, and local regulations.

The Operator shall keep and maintain its Leased Premises and all improvements in a neat and orderly condition, and in good and substantial repair, condition, and appearance. The Operator shall keep mowed and in a sightly condition all landscaping and grass areas within its Leased Premises. The Operator shall also maintain all aprons, ramps, taxiways, roadways, and parking lots that are constructed by the Operator or reserved for their exclusive use.

The Airport reserves the right to adopt such amendments to these Minimum Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial airport activity and availability



of property for lease, for the benefit of the general public or the operation of the Airport.

### **1.07 LEASING: GROUND SPACE, FACILITIES, AND ACCOMMODATIONS**

No person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business, or aeronautical activities without first complying with these Minimum Standards and obtaining the required approval and written consent to commence those activities by entering into such agreements as may be prescribed by the Airport. Notwithstanding any other provisions of these Minimum Standards, the provisions of any existing Lease Agreement or Operating Permit in effect upon the date these Minimum Standards are adopted shall prevail over the requirements of these Minimum Standards but only for the current term of that Lease and/or Permit and only to the extent provided for in the Lease.

Except as provided for herein, each Operator shall provide and maintain an office located upon the Airport which shall be available to the public by appointment or during business hours as posted in a prominent place at the Operator's place of business. The office must include a waiting room with appropriate furnishings, separate rest rooms for men and women, and a public telephone unless adequate facilities currently exist, as determined by the Airport.

Unless otherwise provided by the Airport, all activities of the Operator shall be conducted on an area or areas of sufficient size to accommodate all services that the Operator is approved to perform, allowing for future growth and additional services as contemplated by the Airport or the Operator at the time of application, but as limited by the space available on the Airport. The Operator shall conduct its business operations strictly within the areas assigned to it by the Airport, and its operations shall not in any way interfere with the operations of other operators, agencies, or other businesses on the Airport, the use of the Airport by the general public, or with any common use areas. The Operator shall not use any common use areas except as authorized by these Minimum Standards and the Operating Permit and Lease Agreement.

### **1.08 BASIC LEASING PRINCIPLES**

It is the policy of the Airport to develop facilities on the Airport through private investment. In general, Operators will be required to enter into ground leases with the Airport and to construct all improvements at their sole cost and expense. All structures, pavement, and other permanent improvements constructed on Leased Premises shall, at the Airport's discretion, either at the expiration or termination of the Lease, become the property of the Airport, or shall be demolished at the sole cost and expense of the tenant.

Where prospective Operators can demonstrate to the Airport that desirable services can be adequately provided either in whole or in part from existing buildings, a building and ground lease may be granted at the sole discretion of the Airport.

### **1.09 TERM OF LEASES**

As a general policy, leases will be short term in order to retain for the Airport the greatest possible flexibility in administering Airport property over the long term. The appropriate term for lease agreements will be determined on the basis of the following considerations:

1. All ground leases will be of sufficient length in the Airport's judgment to permit any Operator making a substantial capital investment, either in existing facilities or new improvements, to amortize fully the

capital investment over the term of the lease or to obtain financing. A lease term in excess of that required to amortize tenant capital investment or to obtain financing will not be permitted.

2. All agreements for the use of the Airport's buildings and grounds that do not involve substantial capital investment on the part of the tenant in the Airport's judgment will have a maximum lease term of five years.
3. All agreements with a term in excess of one year will provide for periodic adjustment of charges and fees as defined in the lease agreement.

### **1.10 OPTIONS AND RIGHTS OF FIRST REFUSAL**

Options to extend leases and options and rights of first refusal to lease additional premises at some future date will be at the discretion of the Airport.

### **1.11 EXTENSION OF LEASES**

The Airport will consider extending a lease only if an Operator makes substantial leasehold improvements with the Airport's approval during the term of the lease, and then only for the minimum time necessary for the Operator to amortize its additional investment in the property. The terms, conditions, and length of all lease extensions will be at the sole judgment of the Airport. In all other cases, leases will be subject to a competitive proposal process upon expiration or termination.

In those cases where the Airport considers the extension of a lease, such extension will be conditioned upon the payment of any money owed to the Airport. Other factors considered will be:

- New leasehold improvements proposed by the tenant
- Physical condition of the facility
- History of tenant's rental payments
- History of tenant's compliance with its lease terms and conditions
- Demonstrated character and quality of service

### **1.12 RENTAL RATES**

#### **Building and Ground Rental**

All Operators will be required to pay ground rental for the gross land area leased, including any exclusive-use aprons, automobile parking areas, etc. Ground rentals will be based on the current fair market value of the land as determined by independent appraisal.

In addition to ground rental, Operators leasing Airport-owned buildings will be required to pay building rental based on the square footage of the building area leased. These rental rates will be based on the current fair market value as determined by independent appraisal.

Ground rental rates will be reappraised and revised at least every 5 years using the current fair market value of the land, as determined by independent appraisal, as the basic criterion for such adjustment. Building rental

rates will also be reappraised and revised at least every 5 years.

In addition, the basic ground rental rate and the building rates will be adjusted annually within each five-year period on the basis of the Consumer Price Index (CPI).

In no case will the ground or building rental fall below the initial ground or building rental of a lease.

#### Privilege Fees

In addition to ground rentals and any building rentals, Operators providing general aviation commercial services shall pay to the Airport a sum equal to an Airport approved percentage of applicable gross receipts except for fuel sales in each fiscal year.

#### Fuel Flowage Fees

In addition to any other rentals or fees, Full-Service Fixed Base Operators shall pay a fuel flowage fee as established by the Airport for each gallon of aviation fuel sold. The Airport shall have the right to increase or decrease the fuel flowage fee provided such changes are uniform among all Full-Service Fixed Base Operators.

#### Performance Bonds

Operators may be required to secure performance bonds in an amount determined by the Airport as security for lease or privilege fee payments in accordance with the terms of their agreements.

### **1.13 MAINTENANCE AND OPERATIONAL OBLIGATIONS**

#### Net Leases

All property will be leased strictly on an "as is" basis, to include all defects, latent and patent. Each Operator will be required to provide all maintenance for the gross land area leased and for any buildings on the leased land. All leased land will be on a net basis, with the Operator required to assume the responsibility for providing heat, light, and other day-to-day services, as well as all maintenance, repair, and upkeep.

If the Airport determines in its judgment that the quality of maintenance is not satisfactory, it may, at its sole option, perform necessary maintenance, and the Operator will be required to reimburse the Airport for the costs so incurred.

At the termination of the lease, the Leased Premises will be returned to the Airport in as good a condition as when leased, reasonable wear and tear excepted.

It will be the responsibility of the Operator to remove any and all environmental contamination caused by its occupancy, and to furnish the Airport with an environmental assessment of the Leased Premises prior to termination of the lease. Subsequent tenants will assume responsibility for any contamination caused by a prior tenant when such contamination is not identified prior to signing the subsequent lease.

#### Airfield

The Airport will maintain all public-use runways, taxiways, and ramps. The Operator will maintain exclusive-use aprons and taxi lanes.

### Alterations, Repairs, and Additional Construction

Operator will not construct, install, remove, modify, or repair any building on the Leased Premises without prior written approval by the Airport of the plans and specifications for the proposed project.

### **1.14 EXPIRATION OR TERMINATION**

All rights and privileges contained in a Lease agreement that has expired or been terminated shall be awarded based on a competitive proposal process, except as otherwise provided herein.

### **1.15 ASSIGNMENT OF LEASES**

Operators may neither assign nor transfer their Leases with the Airport without the prior written approval of the Airport. For assignment of a lease to be considered, an Operator must first apply to the Airport in writing and subsequently must satisfy all terms and conditions of the current Lease and be current in all payments due.

Any assignment shall be made only to qualified firms or organizations that meet the minimum qualification requirements for the type of use as specified in these Minimum Standards. The Airport may, as a condition to approving the assignment, increase the rentals and fees specified in the Operator's Lease and negotiate any other terms and conditions of the Lease.

The Airport reserves the right to withhold consent to an assignment because of lack of creditworthiness of an assignee, an assignee's inability to perform the obligations of the Lease, or any other appropriate reason in the judgment of the Airport.

### **1.16 SUBLETTING**

Operators may not sublease the Leased Premises in whole or in part without the prior written consent of the Airport. In all such cases, the terms and conditions of Operator subleases shall be in conformance with these Minimum Standards and the underlying Lease agreement between the Operator and the Airport.

Any sublease not approved by the Airport shall be null and void and shall have no force or effect in terms of any rights or obligations granted by the Airport.

If an Operator desires to sublease space to another person to provide one or more specialized aviation services, the following conditions shall apply:

- Prior to finalizing an agreement, the Operator and the proposed Sublessee must obtain conceptual approval from the Airport for the sublease and the type of business and service to be offered by the sublessee Operator.
- The sublessee Operator must meet all of the Minimum Standards established by the Airport for the category or categories of services to be furnished. The Standards may be met in combination by the Lessee Operator and the Sublessee Operator. The sublease agreement shall specifically define those services provided by the Operator to the sublessee that must be used to meet the Airport's standards.

- The Operator must have the facilities and physical space necessary to support the aeronautical services of his sublessees. Such facilities and space shall be sufficient to accommodate the Operator's aeronautical service as well as those requirements for the sublessee according to the Minimum Standards.
- The Operator must obtain written approval of the sublease agreement from the Airport before allowing sublessee to occupy or conduct any form of business from the Operator's leasehold.
- The sublessee Operator shall obtain an Operating Permit with the Airport. Such Permit shall be appropriate to the particular type of services to be provided by the sublessee Operator. The Permit shall provide for payment by the sublessee Operator to the Airport use fees pertinent to the types of services offered by sublessee.
- The sublessee Operator shall provide evidence of minimum insurance coverage as determined by the Airport for the categories of service to be offered.
- The Operator may be required to pay the Airport additional fees, which will be negotiated, based upon the extent that the Lessee Operator's premises are to be subleased and the types of services that the sublessee Operator proposes to furnish.

### **1.17 GENERAL CONDITIONS**

All Leases will contain standard language regarding the following:

- Indemnification and insurance requirements
- Conditions for termination by the tenant
- Conditions for termination by the Airport
- Operators rights on termination
- Nondiscrimination
- Observance of Airport Rules and Regulations
- Observance of Federal, State and local statutes and ordinances
- Maintenance of necessary occupational licenses and permits
- Right of lien
- Limitation of access to the aircraft operating area

### **1.18 APPLICATION**

A prospective Operator shall submit to the Airport in written form at the time of application the following information, and such additional information as may be requested:

- Description of services to be offered and the business plan to provide such services including aircraft ownership, if aircraft are to be used in the conduct of the business, and whether or not sub-tenants are to be used to meet these Minimum Standards.
- The amount of land required for the proposed service and any proposed construction.

- The building space and facilities required or to be constructed.
- The number and types of aircraft to utilized.
- The number of persons to be employed.
- The proposed hours of operation.
- The types and coverage limits of insurance to be maintained.
- Evidence of the Operator's past experience, financial capability, and technical ability to perform and/or develop the proposed services and facilities.
- The name(s), address(es), email address(es) and telephone number(s) of the principal(s) of the business and the proposed operating name of the business, as well as evidence of incorporation in the state of New Hampshire, as applicable.
- The tools, equipment, services, and inventory, if any, that the Operator will furnish for the proposed service.
- The proposed date for commencement of the activity and the requested length of term to conduct the same.
- The estimated cost of any structure or facilities to be constructed or furnished, proposed specifications, and the means and method of financing such construction.
- The intended location and layout plan of any proposed or future development.
- Other information the Airport deems necessary in its decision making process.

### **1.19 ACTION ON PROSPECTIVE OPERATOR'S APPLICATION**

The Airport may deny any proposal to conduct commercial, business or aeronautical activities if, in the opinion of the Airport, it finds any one of the following:

- The Operator, for any reason, does not meet the qualifications and requirements established by these Minimum Standards, or are not prepared to meet same within a reasonable time as established by the Airport but not exceeding one year.
- The proposed operation or construction will create a safety hazard.
- Approval to conduct the proposed service will require the Airport to spend funds or to supply labor or materials in connection with the proposed operation, or the operation will result in a financial loss to the Airport.
- No appropriate, adequate, or available land or facilities exist at the Airport which would accommodate the Operator's proposed activities on the date of the application or within a reasonable

time thereafter.

- Airport development or construction required for the proposed operation does not comply or is inconsistent with the Airport Master Plan or conflicts with federal, state, or local rules and regulations.
- The development or use of the land area requested by the Operator will result in aircraft or building congestion or will unduly interfere with the operations of any present Operator on the Airport or might restrict aircraft access to any Operator's area.
- The Operator has either intentionally or unintentionally falsified the application or supporting documents or omitted relevant information.
- The Operator has failed to make full disclosure on the application or supporting documents.
- The Operator has a record of violating Airport Rules and Regulations, FAA standards or regulations, or any other rules and regulations applicable to the Airport.
- Any party applying or interested in the business has defaulted in the performance of any Lease, Operating Permit or any other agreement with the Airport.
- On the basis of current financial information, the Operator does not, in the opinion of the Airport, exhibit adequate financial capacity and responsibility to undertake the proposed services.
- The Operator cannot provide a performance bond or other adequate security in an amount required by the Airport to ensure performance of its obligations under its proposed lease or permit or ensure completion of any associated construction.
- The Operator has been convicted of any felony or a misdemeanor involving moral turpitude or has been convicted of a public entity crime.

#### **1.20 WAIVER OF STANDARDS AND SERVICE PIONEERS**

The Airport may, at its sole discretion, waive all or any portion of these Minimum Standards for the benefit of any governmental agency or public utility performing nonprofit public services to the aviation industry if those services are performed for:

- The general public in time of emergency
- Public services to the aviation industry, or performing nonprofit emergency medical or rescue services to the public by means of aircraft.
- Fire prevention or firefighting operations

**The Airport may further temporarily waive or reduce any of these Minimum Standards for nongovernmental operators where the Airport, at its sole discretion, deems such waiver or reduction to be in the best interest or welfare of the Airport's operation and is not likely to conflict with future operators providing like services.**

**Requests to modify or waive any provision of these Minimum Standards must be submitted in writing to the Airport Director. The Director will make the final determination as to whether or not the request will be granted.**

**Waivers will not be entertained in the event the applicant is in default of any provision of a lease or of the Minimum Standards for an existing operation.**

**Through-the-Fence Operations:** The Airport may authorize through-the-fence operations to the extent permitted by FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, as amended, or any other regulation subsequently imposed by the FAA or other governmental entity succeeding to its jurisdiction, functions or responsibilities. These operations must be approved by the FAA and receive proper permitting by the Airport. The Airport will make the final determination as to the whether or not the proposed operation meets the minimum standards as is compatible with the Airport's Master Plan/ALP.



## **MINIMUM STANDARDS AND REQUIREMENTS FOR FULL-SERVICE FIXED BASE OPERATORS (FBO)**

### **2.01 MINIMUM SERVICE STANDARDS-REQUIRED SERVICES**

A Full-Service Fixed Base Operator shall be subject to the following required services (services to be maintained 24 hours per day, 7 days a week):

#### **Aircraft Guidance, Parking, and Tiedown**

- Aircraft arrival and departure guidance on the ramp as necessary.
- Aircraft parking and Tiedown facilities and equipment, including ropes, and/or other types of restraining devices and wheel chocks, for transient aircraft.

#### **Aircraft Fueling**

- Provide for the sale and into-plane dispensing of at least two grades of fuel, matched as closely as possible to public demand, together with a reasonable selection of lubricants of sufficient ratings, grades, quality, and quantity.
- Provide at least two metered and filter-equipped fueling trucks for dispensing jet fuel of which at least one has a capacity of not less than 5,000 gallons, and which meets all applicable safety requirements.
- Provide at least two metered and filter-equipped fueling trucks for dispensing aviation gasoline of which at least one has a minimum capacity of 2,000 gallons, and which meets all applicable safety requirements.
- Maintain fuel dispensing reports on file for at least 12 months, and have such reports available for auditing at any time by the Airport Director or designee.

#### **Line Service**

- Courtesy transportation for transient passengers and pilots to general aviation facilities, the air carrier terminal, and other local destinations.
- Proper equipment and supply of parts for repairing and inflating aircraft tires, servicing braking systems, changing oil, deicing aircraft, recharging oxygen systems, recharging batteries and starters and cleaning aircraft windows and interiors of general aviation aircraft.
- Adequate ground support equipment for normal turnaround of aircraft, including ground power units and fire extinguishers.
- Adequate towing equipment to move aircraft up to 30,000 pounds gross weight safely and efficiently.

#### **Aircraft Hangar Storage**

- A Full-Service Fixed Base Operator shall provide hangar storage to meet public demand for transient,

temporary, and long-term aircraft storage.

#### Flight Planning and Flight Service Facilities

- A fully equipped flight planning facility; navigational charts and other necessary flight planning equipment.
- An aviation sales counter to offer for sale a reasonable variety of pilot supplies, navigation and flight planning equipment, survival equipment, and general aircraft and equipment manuals.

#### Pilot and Passenger Facilities

- Conveniently located, heated, and air conditioned lounges and restrooms for passengers and crews.
- Passenger lounges with facilities for checking in general aviation passengers and baggage; well appointed waiting areas with public telephones, light refreshments (may be provided by vending machines), current periodicals, and internet access.

#### Removal of Disabled Aircraft

- A Full-Service Fixed Base Operator shall provide 24 hours, 7 days per week equipment and personnel sufficient to remove a disabled aircraft of up to 12,500 pounds gross takeoff weight.

### **2.02 MINIMUM SERVICE STANDARDS - PERMITTED SERVICES**

A Full-Service Fixed Base Operator (FBO) providing any of the permitted services listed in Section 3.02 herein shall be subject to the minimum standards and requirements for Specialized Aviation Service Operators (SASO) as set forth in this document.

### **2.03 MINIMUM MANAGEMENT AND STAFFING REQUIREMENTS**

The activities of a Full-Service Fixed Base Operator shall be supervised by an on-site manager who at all times shall be responsible for conducting professional services required and permitted in this document and in the Full-Service Fixed Base Operator's Lease and Operating Permit agreements.

All staff shall be fully trained and appropriately qualified to perform the duties for which they are employed.

All employees shall wear uniforms and protective clothing and equipment as appropriate or necessary.

### **2.04 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS**

A Full-service Fixed Base Operator shall be required to:

- Lease a minimum ground area of 5 acres.
- Construct improvements for a minimum investment of \$1 million, to include at a minimum, the following facilities:

1. One aircraft storage and maintenance hangar of not less than 20,000 square feet.
2. An office or administration building of not less than 4,000 square feet adequate to accommodate an office, pilot lounge, telephone, and restroom facilities.
3. Paved apron area of not less than 25,000 square feet with access to aircraft hangars.
4. Permanent fuel storage for a minimum of 20,000 gallons for jet fuel and 10,000 gallons for aviation gasoline.
5. Paved off-street parking outside the aircraft operating area, but within the Leased Premises, for the minimum number of paved parking spaces required by the Airport, City of Manchester or the Town of Londonderry, whichever one is applicable.

Where existing facilities are to be leased, the foregoing criteria will be used as a general measure of the adequacy of such existing facilities:

- All improvements shall be constructed or leased in areas designated for general aviation use in the currently approved Airport Master Plan/ALP as updated from time to time. Any improvements shall be in conformance with local laws, ordinances, and regulations and such future property development standards as may be adopted by the Airport.

## **2.05 RATES AND CHARGES FOR SERVICES**

Rates and charges for aircraft parking, tiedown, and hangar storage shall be determined by the Full-Service Fixed Base Operator and shall be reasonable and applied equally and fairly to all users of such services. All rates and charges, including any changes thereto, must be filed with the Airport Director.

## **2.06 PROHIBITED SERVICES**

A Full-Service Fixed Base Operator shall be expressly prohibited from providing the following services:

- Terminal facilities for passenger operations, other than those operations covered by FAR Part 135 and performed by the full-service fixed base operator.
- Full-service restaurant, coffee shop, lounge, or cafeteria
- The sale or dispensing of alcoholic beverages
- Banner towing and aerial advertising
- Sale of non aviation-related products
- Crop spraying and agricultural aviation services
- Any service prohibited by law or not related to aviation or any service deemed to be incompatible with commercial aviation operations

**MINIMUM STANDARDS AND REQUIREMENTS  
FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO)**

**3.01 LIMITATIONS ON SPECIALIZED AVIATION SERVICE OPERATORS**

The Airport may enter into a separate Lease Agreement with a Specialized Aviation Service Operator or a Specialized Aviation Service Operator may enter into a sublease with a Full-Service Fixed Base Operator. In either case, the Specialized Aviation Service Operator must obtain an Operating Permit with the Airport in order to provide specialized aviation services, and such services will be permitted only in areas designated for such uses on the currently approved Airport Master Plan as updated from time to time. Such specialized aviation services shall specifically exclude:

- The sale of aviation fuel and oil
- Aircraft deicing services
- Servicing or maintaining any aircraft not owned or leased by a Specialized Aviation Service Operator as incidental to its license or privilege.

**3.02 MINIMUM SERVICE STANDARDS-PERMITTED SERVICES**

Except as provided in this subsection, Specialized Aviation Service Operators offering the permitted services listed herein shall be subject to the minimum standards individually specified in the SASO Operator's agreement with the Airport. In the case of the following activities, the following minimum standards shall apply:

Nonscheduled and Charter Aircraft Services

A Specialized Aviation Service Operator offering nonscheduled and/or air charter services shall provide the following services and equipment:

- An aircraft charter or air taxi operation certificated under FAR Part 135.
- Not less than one single-engine aircraft available for charter or air taxi purposes. All such aircraft shall be equipped for flight under instrument flight rules (IFR) conditions and shall meet the requirements of FAR Part 135.
- A sufficient number of appropriately qualified and FAA licensed pilots to provide the services required.
- Adequate services and equipment for providing passenger check-in, baggage handling, ticketing, and suitable courtesy ground transportation.

### Aircraft Engine and Airframe Overhaul and Repair

A Specialized Aviation Service Operator offering aircraft engine and airframe overhaul and repair shall provide the following services and equipment (at least eight hours per day, five days per week), with on call service available on at least one additional day per week:

- Sufficient equipment, supplies, and spare parts as required for certification as an FAA approved repair station, in accordance with FAR Part 43 and FAR Part 145.
- Trained personnel in sufficient numbers to meet demand for the services offered, but never less than one person currently certificated by the FAA as both an airframe and powerplant mechanic and aircraft inspector, and one other person not necessarily rated.
- A minimum of 3,000 square feet of maintenance shop area.

### Avionics and Instrument Repair

A Specialized Aviation Service Operator offering avionics and instrument repair shall provide the following services and equipment:

- Sufficient equipment and supplies including sufficient available parts as required for certification as an FAA approved repair station.
- Trained personnel to meet the minimum standards set forth herein for this type of specialty operation, but never less than one person appropriate to the work performed.
- At least one employee in the office at all times during the required operating hours.

### Flight Instruction and Aircraft Rental

A Specialized Aviation Service Operator offering flight instruction and/or aircraft rental shall provide the following services and equipment:

- A flight training school authorized to provide VFR and IFR flight instruction in accordance with FAR Part 61 or 141.
- At least one certificated and currently airworthy aircraft available for flight training or lease. Such aircraft can be owned or leased.
- Appropriately rated flight and ground instructors

### Manufacture of General Aviation Aircraft Components and Accessories

A Specialized Aviation Service Operator may manufacture components and accessories for general aviation aircraft in support of its commercial aviation activity authorized in its Operating Permit and Lease agreement.

### **3.03 MINIMUM LAND AND IMPROVEMENT REQUIREMENTS**

A Specialized Aviation Service Operator offering any permitted service shall be required to:

- Lease a minimum ground area of 0.5 acres.
- Construct or lease from the Airport a building of not less than 1,500 square feet and provide such building with suitable heating, lighting, air conditioning, accommodations for an office and customer lounge and restrooms.
- Provide a paved aircraft parking ramp of sufficient size for the activities contemplated with paved access to the airport taxiway system and suitable Tiedown equipment for all owned or leased aircraft.
- Provide paved off-street parking outside the aircraft operating area, but within the Leased Premises, for the minimum number of paved parking spaces required by the Airport, City of Manchester or the Town of Londonderry, whichever one is applicable.

### **3.04 MULTIPLE PERMITTED SERVICES**

A Specialized Aviation Service Operator shall be permitted to provide two or more of the permitted services listed in Section 3.02 herein only where it can be demonstrated to the satisfaction of the Airport that the services are in the public interest.

The minimum standards for a SASO to provide multiple permitted services shall be the same as those established for the individual services outlined herein. Where the individual minimum standards are repetitious, the provisions will not necessarily be cumulative. In such cases, applicable minimum standards will be determined and agreed upon between the Specialized Aviation Service Operator and the Airport in their agreement.

### **3.06 SUB-OPERATORS**

A Sub-Operator shall conduct its business on the Airport in compliance with the same minimum standards and the same terms and conditions as the Full-Service Fixed Base Operator from which the Sub-Operator subleases. A copy of all subleases shall be provided to the Airport Director for approval.

## **AIRCRAFT SALES**

### **4.01 GENERAL**

Any entity wishing to sell new or used aircraft shall be required either to (1) enter into a Full-Service Fixed Base Operator agreement and meet the requirements of this class of Operator or (2) enter into a subcontractor arrangement with an entity that has a valid Full-Service Fixed Base Operator agreement with the Airport.

### **4.02 MINIMUM SERVICE STANDARDS**

If aircraft sales services are offered by an entity, that entity shall meet the following requirements and provide the following services:

- Obtain a sales franchise or dealership agreement with an accredited aircraft manufacturer, if the sale of new aircraft is proposed.
- Employ as many qualified pilots (current and rated), as needed to demonstrate all of the models being offered for sale.
- Provide an adequate inventory of spare parts for the aircraft for sale.
- Establish an inventory of all new and used aircraft for sale and provide a quarterly inventory report to the Airport Director stating all aircraft transactions.