



Rowan County  
Mid-Carolina Regional Airport  
3670 Airport Loop  
Salisbury, North Carolina 28147  
704.216.7749

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# Rules and Regulations

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## Rowan County

*Mid-Carolina Regional Airport (RUQ)*

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## **1. INTRODUCTION**

### **1.1. Purpose**

The purpose of these Rules and Regulations is to protect the health, safety, interest, and general welfare of the public, Tenants, and users of the Mid-Carolina Regional (Airport), and to prevent any activities or actions which would negatively interfere with the safe, orderly, and efficient use of the Airport.

### **1.2. PMCD General Provisions**

General Provisions, which are those provisions common to all Primary Management and Compliance Documents (PMCDs) are set forth in Appendix A of these Rules and Regulations and are incorporated into these Rules and Regulations and all PMCDs by reference.

### **1.3. PMCD Definitions and Acronyms**

The definitions and acronyms utilized throughout the PMCDs are set forth in Appendix B of these Rules and Regulations, are capitalized whenever used in the PMCDs, and are incorporated into these Rules and Regulations and all PMCDs by reference. Words that are not defined shall be construed consistent with common meaning or as generally understood.

### **1.4. Airport Sponsor, Operator, and Governing Body**

The Airport is owned and operated by Rowan County (County) and governed by and through the County Board of Commissioners (Commissioners). The Airport Advisory Board (Board) assists and advises the Commissioners and County officials to maintain and develop the Airport to the benefit of the community.

### **1.5. Authority of Director**

The County has authorized the Airport and Transit Director (Director) to interpret, administer, and enforce these Rules and Regulations and the PMCDs. During emergency situations, the Director is empowered to issue such directives, variances, and/or exemptions and to take such action that, within the Director's discretion and judgement, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public.

The Director shall be subject to the direction, authority, and control of the County and shall act as their official representative pertaining to aviation and Airport matters for the County. The Director's powers and duties include, but are not limited to, the following:

- designate aircraft operating, parking, and other such areas necessary for the safe, secure, and efficient operation of the Airport;
- assign aircraft parking, Hangar, and tiedown spaces;
- order unauthorized aircraft to leave the Airport; and
- promulgate rules and regulations for the use, operation, and administration of the Airport.

### **1.6. Proprietary Exclusive Rights**

The County is exercising its proprietary exclusive right for the provision of Fixed Base Operator (FBO) services (Commercial aviation fuels, passenger and crew services, and aircraft storage including leasing and subleasing of hangars).

**1.7. *Enforcement***

In addition to enforcement authority designated to the Director, the enforcement of all Legal Requirements pertaining to fire protection and Hazardous Materials (within its jurisdiction) shall be administered by the County Fire Department (Fire Department). All other Legal Requirements (within its jurisdiction) shall be enforced by the County Sheriff's Office (Sheriff's Office) and Law Enforcement Officers.

Violation of these Rules and Regulations, the PMCDs, applicable Legal Requirements, or directives issued by the County, Director, Fire Department, or Law Enforcement Officers or jeopardizing the safety or security of persons and entities utilizing the Airport may result in suspension, revocation, and/or prohibition of access or use privileges, engaging in activities, use of the Airport; termination of Agreements; and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County.

## **2. GENERAL**

### **2.1. Access To, Entry Upon, or Use of the Airport**

Access to or entry upon the Airport shall be made only at locations designated by the Director. Any person accessing or using the Airport shall be fully and completely responsible for their actions and all actions of any person who is provided access to or use of the Airport, whether directly or indirectly, expressed or implied. All actions shall be in full and complete compliance with these Rules and Regulations and applicable PMCDs.

### **2.2. Security**

The Sheriff's Office has the overall responsibility for security of the Airport. Operators or Lessees are responsible for the security of entity's Leased Premises and shall comply with the County's security requirements and/or best practices. Security gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use or actively monitored by the County. The Director may close or otherwise restrict access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the County. Persons who have been provided an access code or device for access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the County.

### **2.3. Commercial Activities**

Any entity desiring to engage in or is actively engaging in a Commercial Aeronautical Activity at the Airport shall comply with the General Aviation Minimum Standards (Minimum Standards), as developed and amended from time to time.

Based Aircraft shall not be used for Commercial Aeronautical Activities unless expressly authorized by an Agreement with the County and consistent with the Minimum Standards. Utilization of the Based Aircraft for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's immediate family shall not be considered a Commercial Aeronautical Activity.

Any entity desiring to engage in any non-aeronautical Commercial activity (including photography or filming) at the Airport shall obtain written permission from the County prior to engaging in such activity.

### **2.4. Accidents**

Any person involved in or witnessing an Accident resulting in injury, death, or damage to Property shall immediately call "911" and notify the County. If reasonably able to do so, such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the County, Sheriff's Office, Director, Law Enforcement Officers, Fire Department, and/or investigative personnel. Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

No person shall tamper with an Accident scene or fail to comply with any directive issued by the County, the Sheriff's Office, Law Enforcement Officers, the Fire Department, or any other Agency having jurisdiction over the Accident scene.

### **2.5. First Amendment Activities**

Conduct of or participation in solicitation, picketing, demonstrating, parading, marching, patrolling, sit-ins, sit-downs, or other similar activities and/or assembling, carrying, distributing, or displaying pamphlets, signs, placards, or other materials is prohibited on County-owned property without prior written permission of the Director.

All authorized activities listed above shall be conducted (a) in those areas identified by the County without obstructing the use of the Airport by others; (b) in a peaceful and orderly manner; (c) without physical harm, molestation, threat, or harassment of any person; (d) without obscenities, violence, breach of the peace, or other unlawful conduct; (e) without hindrance to or interference with the proper, safe, orderly, and efficient access to, and operation of the Airport and activities conducted thereon; and (f) in strict conformance with any rules and regulations governing such activities on the Airport and the direction and conditions prescribed in writing by the Director.

**2.6. *Advertisements***

Advertisements, including notices, circulars, and/or handbills, may not be posted, displayed, or distributed without the prior written permission of the Director. The posting of advertisements on County property shall conform with established County policies and directives. The County has the right to remove or relocate any such advertisement.

**2.7. *General Conduct***

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited. Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Smoking, vaping, or carrying lighted cigars, cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the County and posted as public smoking areas, is prohibited.

Starting, moving, using, or interfering with the safe operation of any aircraft, vehicle, or equipment without the permission of the Owner or by specific direction of the County is prohibited. If requested by the County or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

No person shall engage in behavior that is disruptive or creates a hazard or risk of injury, death, or damage to Property.

The Airport shall not be used to camp or stay overnight unless approved in writing by the Director. The Airport shall not be used for any improper, objectionable, or illegal purposes.

Leased Premises are expressly for the conduct of the Tenant's activities. Unauthorized persons shall not make use of the Leased Premises without permission of the Tenant or written consent of the Director.

**2.8. *Abandoned or Lost Property***

Property shall not be Abandoned at the Airport. Abandoned or lost Property found in Public Areas shall be reported or submitted to the County.

- The County will comply with State of North Carolina General Statute Chapter 116B – Escheats and Abandoned Property upon identifying Abandoned Property.

**2.9. *Use of Roadways and Walkways***

No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic and no person shall occupy the roadways or walkways in such a manner as to hinder or obstruct proper use.

## **2.10. Animals**

No person shall bring animals, except for special assistance animals or animals used for law enforcement purposes in Public Areas, unless destined for air transport and restrained by a leash, container, or crate. Domestic pets may be at the Airport only if kept on a leash or inside facilities, aircraft, or vehicles.

No person, except those authorized by the State of North Carolina under a Wildlife Take Permit for Airports, shall intentionally hunt, pursue, trap, catch, injure, or kill any small mammal, turkey, or deer at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

## **2.11. Weapons and Explosives**

Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be possessed by Law Enforcement Officers, members of the armed forces of the United States or the State of North Carolina on official duty, and other individuals in compliance with North Carolina General Statutes, Chapter 14, Article 54B *Concealed Handgun Permit*.

- Weapons stored in locked containers (and not immediately accessible) for the purposes of shipping for legal uses are permitted.

No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

## **2.12. Alcoholic Beverages**

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The County reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs. County reserves the right to restrict the consumption of alcoholic beverages at the Airport.

## **2.13. Use of Public Areas**

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited. Use of the Public Area in any facility or in any area for purposes of sleeping in lieu of a hotel, motel, or other accommodations is prohibited unless authorized by the County

## **2.14. Trash and Recycling**

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Lessees are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing.

Exterior trash receptacles and recycling containers shall be equipped with securely fastened lids. Trash and recyclable materials (including, but not limited to, construction debris, furniture, household items, electronics, tires, etc.) shall not be brought to or burned on Airport property. The only items to be disposed of at the Airport shall be items for aeronautical purposes or items used to conduct business at the Airport. Trash receptacles and recycling containers shall be kept clean and emptied on a regular basis to prevent overflowing.

## **2.15. Fire and Flammable Materials**

Tenants and users shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

In no event shall smoking, vaping or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any aircraft, Refueling Vehicle, or fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the County and the Fire Department.

- This excludes open flames utilized by a Tenant in the performance of Aircraft Maintenance.

Uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or County at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in compliance with applicable Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

- The practices recommended in NFPA 30 (Flammable and Combustible Liquids Code) and NFPA 410 (Standard on Aircraft Maintenance) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

## **2.16. Hazardous Materials**

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any Legal Requirements. Proper permits must be obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the County, and prior notification must be given to the County.

If any person or entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Emergency Planning and Community Right-to-Know Act (EPCRA), such entity shall be responsible for any reporting obligations under EPCRA. The County will not be responsible for compliance with any EPCRA requirements, except to the extent the County stores, uses, or transports Hazardous Materials.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the County and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating aircraft, vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All

Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.

- Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
- Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification and a copy of a Spill Prevention, Control, and Countermeasure Plan (SPCC Plan) to the County and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, County's Storm Water Pollution Prevention Plan (SWPPP), the County's directives, and Legal Requirements.

- Used or spent engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

#### **2.17. *Environmental (Hazardous Materials) Clean Up***

The party responsible for an environmental incident (to include the overflowing or spilling of fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the County, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the County determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the County may act as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the County.

**Hazardous Materials Overflow or Spills** – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site. The use of deicing fluids is exempt when such use complies with Legal Requirements pertaining to the deicing of aircraft and/or paved surfaces (e.g., Runways, Taxiways, Taxilanes, or Ramp).

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the County or the Fire Department.

**Minor Hazardous Materials Overflow or Spills** – Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the County.

**Major Hazardous Materials Overflow or Spills** – Overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety.

In addition to following all the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the County.
- Provide a written summary of the spill to the County within 24 hours of the spill.

**Serious Hazardous Materials Overflow or Spills** – Overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the County within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with fueling capability or responsibility for maintenance of fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

#### **2.18. *Painting***

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the County's SWPPP, the SPCC Plan, the County's directives, and applicable Legal Requirements.

#### **2.19. *Emergency Conditions***

Emergency conditions shall not mitigate or cancel these Rules and Regulations. Emergency directives or procedures may be issued at the discretion of the Director.

#### **2.20. *Special Events***

Any person or entity desiring to conduct a Special Event at the Airport shall complete and submit the Special Event Permit Application Form to the County along with prior payment of all applicable fees paid to the County and any other Agency having jurisdiction. The entity shall receive a signed and approved Special Event Permit from the County prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, aircraft, active Taxiways, Runways, and other areas designated by the Director.

#### **2.21. *Unmanned Aerial Vehicle, Unmanned Aircraft System, or Model Aircraft***

The operation of Unmanned Aerial Vehicle (UAV), Unmanned Aircraft System (UAS), or model aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director of Airports to fly UAV, UAS, Or model aircraft within the Airport's protected airspace.

#### **2.22. *Skydive/Parachute Jumping***

Unless conducted by an approved Skydiving Operator at the Airport, no person shall skydive/parachute jump onto the Airport without the prior written permission of the Director. Skydive/parachute landings shall only occur at a County approved and designated Drop Zone. Skydive/Parachute operations shall be conducted in conformance with AC 105-2E, as amended, and the most current version of the Skydiver's Information Manual published by the United States Parachute Association (USPA).

### **3. AIRCRAFT**

#### **3.1. Legal Requirements**

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, and the directives of the Director.

#### **3.2. Based Aircraft Registration**

Based Aircraft must be registered with the County. Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the aircraft, the name, address, and phone number of all Aircraft Owners and Aircraft Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the County.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to the County.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of North Carolina (with a Best rating of A or above) or be approved in writing by the County.
  - The County reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

Entities responsible for Based Aircraft must have a lease or license agreement with the County.

#### **3.3. Non-Airworthy Aircraft**

Only aircraft considered airworthy or with a special flight authorization by the FAA and military aircraft shall use the Airport for aircraft parking, staging, or storage. Consistent with 14 CFR Chapter I [Docket No. FAA 2014-0463] *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as amended, non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) in a County-owned Hangar may undergo long-term major renovation or restoration pursuant to a scheduled and approved maintenance plan as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Director.
- If Aircraft Owner or Aircraft Operator is unknown or cannot be located, the Director shall conspicuously post and affix such written notice to the aircraft and after 30 calendar days, the aircraft will be deemed abandoned in accordance with Section 3.4 of these Rules and Regulations.
- Airworthiness Certificate or maintenance log showing the date of an annual or 100-hour inspection shall be provided to the Director upon request.

### **3.4. Disabled and Abandoned Aircraft**

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the County, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.

Based on available resources, the County will lend assistance upon request by the Aircraft Owner or Aircraft Operator to maintain the operational readiness of the Airport, without liability to the County.

Abandoning an aircraft on the Airport is prohibited.

- An aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees to the County or an authorized Fixed Based Operator (FBO) or Specialized Aviation Service Operator (SASO) for a period greater than 90 calendar days, (2) has not responded to written notification from or on behalf of the County, by certified or registered mail, and/or (3) aircraft does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the County determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the aircraft may be impounded by the County at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the County.

- Once an aircraft is impounded by the County, the County shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the aircraft in the legal organ of the county in which the Aircraft Owner or Aircraft Operator was last known to reside/exist, and if such location is unknown, then in the legal organ of Rowan County, North Carolina.
- The Aircraft Owner or Aircraft Operator may claim the aircraft by responding to the County in writing, paying the impoundment fees in full, and promptly removing the aircraft from the Airport.
  - If the aircraft is not claimed within 90 calendar days by the Aircraft Owner or Aircraft Operator, the County shall dispose of aircraft in accordance with Legal Requirements.
- The County shall retain any surplus arising from the sale of the aircraft after expenses, incurred by the County in connection with the aircraft, have been paid.
- The County may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the County in connection the enforcement of these provisions.

### **3.5. Airport Hours of Operation**

The public use aeronautical areas (Runways, Taxiways, and supporting infrastructure) of the Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Air Mission (NOTAM).

### **3.6. Accidents and Incidents**

Any person involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the appropriate Agencies in a timely manner and provide a copy to the County, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

- The report to the County shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the County who shall receive authorization from the FAA, NTSB, or Agencies having jurisdiction, as applicable.

Once authorization to remove the aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any associated costs.

### **3.7. *Prohibiting Use of the Airport***

The Director shall have the right at any time to close or restrict use of the Airport or any portion thereof to aircraft operations (except for an emergency operation) or deny the use of the Airport to any entity when the Director considers such actions to be necessary and desirable in the interest of safety or security.

- The Director or the FAA may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage which may be incurred by any entity.

### **3.8. *Maintenance***

Aircraft Maintenance, including aircraft painting or paint stripping, may only be performed within Hangars, buildings or those areas specifically designated by the Director and shall be limited solely to that specifically permitted by the type rating established by Building and Fire Codes, and then, only in compliance with the instructions of the County and the orders of the Fire Department.

Consistent with Section 2.3 of these Rules and Regulations, any entity engaging in Commercial Aeronautical Activities at the Airport (including Aircraft Maintenance) shall comply with the Minimum Standards.

### **3.9. *Cleaning***

Aircraft cleaning shall only be performed in full and complete compliance with the County's SWPPP. Aircraft cleaning, which creates runoff, occurring in locations other than approved aircraft wash racks shall be approved by the County. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

- All residual fluids (cleaning byproducts) must flow to an oil/water separator or be removed from the Airport.

When non-biodegradable soap, solvents, and/or degreasers are used for aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. aircraft, aircraft engines, and/or parts may be dry washed without approval by the County.

### **3.10. *Engine Operation***

Aircraft engine Runups are not permitted between the hours of 10:00 p.m. and 6:00 a.m. except for Runups required in preparation for aircraft departure or conducted in approved maintenance Runup facilities. Engine Runups are prohibited in Non-Movement Areas.

- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an aircraft engine when flammable liquid is on the ground in the immediate vicinity of the aircraft is prohibited.

### **3.11. *Parking and Storage***

Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, equipment, gates, or fuel storage facilities.

Unless utilizing the Airport identified general parking areas on a Leased Premises or otherwise provided in an Agreement, no person shall use any area for the parking, staging, and storage of aircraft, without prior written permission of the County.

- In the event a person uses any area for aircraft parking, staging, or storage not in compliance with the preceding provision, the County may remove and store the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the County.

Aircraft Operators shall ensure aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, as amended, when parked and/or stored.

- Moored lighter-than-air aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

Upon request of the County for the purpose of safe, orderly, and efficient operation and use of the Airport, the Aircraft Owner or Aircraft Operator shall move the aircraft to a location and/or position identified by the Director. In the event the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling, the Director may move the aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the Director.

### **3.12. *Aircraft Security***

In the event the type, use, or condition of an aircraft requires that security be obtained, provided, and/or maintained, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notifying the County. Security measures shall not hinder, delay, or prevent relocation or removal of aircraft at the direction of the County.

- No person shall interfere or tamper with any aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

### **3.13. *Aircraft Operations***

Operating an aircraft in a careless, negligent, or reckless manner which endangers or is likely to endanger persons or Property is prohibited. Aircraft Operators shall obey all pavement markings and signage.

The starting, positioning, or taxiing of aircraft shall be done in such a manner to avoid generating propeller or engine blast which may endanger persons or damage Property. It may be necessary to tow the aircraft to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the aircraft or on any closed Runway or Taxiway, unless authorized in writing by the County or due to an emergency.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.

### **3.14. *Taxiing and Towing Operations***

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) there shall be no danger of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person at the controls of the aircraft who shall monitor the Common Traffic Advisory Frequency (CTAF) the Unicom frequency in use at the Airport if the aircraft is equipped with a radio and the radio is functional.

Taxiing aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or aircraft unless otherwise directed by written notice of the County or NOTAM. Aircraft Operators shall not taxi at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of aircraft unless prior written approval has been provided by the County.

### **3.15. *Rotorcraft Operations***

With the exception of medical flights for a medical emergency or operations by Law Enforcement, rotorcraft shall park or operate only in Movement Areas, aircraft parking areas, or areas designated by the County for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or fuel storage facility. Rotorcraft shall not be operated within 100 feet of any area where Light aircraft are parked or operating.

### **3.16. *Balloon Operations***

Prior to entering the AOA, all balloon operators shall register the intended flight with the Director and be familiar with the Airport. Use of a handheld transceiver radio monitoring the CTAF/Unicom frequency is encouraged. Balloon shall only be inflated and launched from approved areas of the Airport. During balloon inflation, care shall be taken to avoid blocking roadways, Taxiways or interfering with Airport operations. Landing balloons on Runway is prohibited except in the event of an emergency.

### **3.17. *Noise Abatement Procedures***

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR and the operating parameters of the aircraft as set forth by the aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

### **3.18. *Restricted Activities***

Aircraft Operators shall request permission from the County before engaging in any of the following activities and shall conduct these activities in accordance with specific requirements developed by the County:

- Use of motorless aircraft – the landing upon or towing of gliders and other certificated motorless aircraft.
- Use of ultralight vehicles – the landing or taking off of ultralight vehicles unless approved in writing by the Director.
- First flight or test flights after major airframe and/or powerplant modifications.
- Use of lighter-than-air aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of aircraft which tow banners, gliders, or other devices.
- Operation of model aircraft.

- Operators of unmanned aerial vehicle (UAV), or unmanned aircraft system (UAS) aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Director to fly UAV or UAS aircraft within protected airspace.
- Operation of aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

### **3.19. Fees**

Aircraft shall not land or takeoff unless the Aircraft Owner or Aircraft Operator has paid the fees which may be established and assessed by the County unless exempt by Agreement.

- Aircraft that may be exempt from County fees include aircraft owned and/or operated by the United States of America, military forces of the United States of America, and foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).

The County shall have the authority to detain any aircraft for non-payment of any fees.

## **4. VEHICLES**

### **4.1. Legal Requirements**

All Vehicle Operators shall comply with the State of North Carolina Vehicle Code, these Rules and Regulations, directives issued by the Director, and the orders of the Sheriff's Office and Law Enforcement Officers.

### **4.2. Licensing and Permit**

Except for vehicles which are exclusively used on the AOA, all vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid license and evidence of insurance as required by Legal Requirements, including those vehicles operated exclusively on the AOA.

Vehicle Operators on the AOA are required to complete applicable County training programs.

### **4.3. Equipment**

Vehicles shall not be operated at the Airport unless the vehicle is in sound mechanical order, has adequate lights, horn, and brakes, and provides clear and unobstructed visibility from the driver's position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing vehicles.

### **4.4. Operations**

Vehicles shall not be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) which endangers or is likely to endanger persons or Property is prohibited.

No tank vehicle, truck, or semi-trailer used for the transportation of flammable liquids or Fuel Handling, shall be operated on the AOA unless approved in writing by the County.

Vehicles shall not be operated in any Hangar or structure for a prolonged period of time unless the vehicle exhaust is protected by screens or baffles to prevent the escape of sparks, or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Vehicle Operators shall not, after receiving a visual or audible signal from a County employee or a Law Enforcement Officer fail to stop the vehicle being operated, operate the vehicle in disregard of the signal, or interfere with or endanger persons or Property. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the County or a Law Enforcement Officer.

Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a vehicle, or allow arms or legs to protrude from a vehicle except for Emergency Vehicles that are designed specifically for such operations. Vehicle Operators shall yield the right of way to aircraft, Emergency Vehicles and pedestrians.

Vehicles shall not be operated in such a manner as to create a hazard or interfere with the safe and secure operation of the aircraft.

- Vehicles, except Emergency Vehicles responding to an emergency, shall not overtake or pass in front of a moving aircraft.

- Vehicles shall come no closer than 50 feet to a taxiing aircraft and shall pass to the rear of taxiing aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged aircraft where practical.

Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents from dropping, leaking, or otherwise escaping including, at a minimum, covering the load.

**Airside and Landside Speed Limits**

**Safe Speed** – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

**Minimum Speed** – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

**Maximum Speed** – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be 10 miles per hour.

**Tugs (Towing Vehicles and Related Equipment):**

- Positive locking couplings are required for all towing vehicles and related equipment.
- Aircraft towing vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

***4.5. Access Gate Security***

If a vehicle gate is closed prior to use, Vehicle Operators shall stop and ensure the gate is fully closed before proceeding and shall also ensure that no unauthorized vehicles or persons gain access to the Airport while the gate is in operation unless accessing the Airport through a gate actively monitored by the County. If the gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the FBO at 704-216-7749 during normal business hours (or the Airport Director at 704-239-1434 outside of normal business hours).

***4.6. Air Operations Area***

Vehicle Operators using the AOA on an irregular basis must be escorted by an authorized Vehicle Operator or obtain permission from the County in writing and shall proceed directly to the Vehicle Operator's destination on the Airport without entering the Movement Area. The County may restrict vehicles to certain areas of the AOA. Such restrictions may prohibit vehicle operations outside the designated area(s).

The recreational use of motorhomes, mini-bikes, dirt bikes, all-terrain vehicles, go-carts, roller blades, skateboards, bicycles, unicycles, or other similar devices is not permitted without the prior written permission from the County.

***4.7. Movement Area***

Vehicles routinely using the Movement Area shall be painted and/or properly marked in a manner approved by the County. No person shall take or drive any vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the County.

Vehicles operating on the Movement Area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies (ranging from 108.00 MHz to 136.00 MHz). In the event a vehicle in the Movement Area experiences radio failure, the vehicle must vacate the area.

#### **4.8. Accidents Involving Vehicles**

A Vehicle Operator involved in an Accident resulting in any injury, death, or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call “911”. The Vehicle Operator (and the vehicle) must remain at the scene until the Sheriff’s Office, Law Enforcement Officers, and/or the Fire Department take a full report.

#### **4.9. Cleaning and Maintenance**

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such vehicles from the Airport or in designated areas approved in writing by the County.

#### **4.10. Parking or Stopping**

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the County. Vehicles shall not be parked or stopped in a manner that obstructs aircraft, vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane within 3 feet of either side of a security fence; and in violation with applicable signage and postings.

Vehicles, other than those loading and unloading aircraft, shall not stop for any purpose other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means. Displaying vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the County.

- Parallel parking along the perimeter of the vehicle parking area shall be prohibited.
- Parking in designated public parking areas is open to any person using the Airport.

Aircraft Operators may park vehicles which are fully operational and completely functional inside the Hangar or in designated parking areas while the Based Aircraft in the Hangar is gone.

- Vehicles parked for more than 14 calendar days without prior written notification to the County shall be considered Abandoned and the County may take whatever action is deemed appropriate to remove and/or dispose of the vehicle. Such action shall be at the Vehicle Operator’s risk, cost, and expense and without any liability to the County.
- Vehicles may not be parked on Tiedown areas.
- Abandoning a vehicle anywhere on the Airport, including on Leased Premises, is prohibited. A vehicle shall be considered Abandoned if it is of unknown ownership, parked in an undesignated area, or parked for more than 14 calendar days without prior written notification to the County.

Unless approved in writing by the Director, boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain vehicles, race cars, recreational vehicles, trailers, and other similar vehicles may not be parked or stored on the Airport.

The County may boot, tow, or otherwise remove any vehicle which is disabled or parked in violation of these Rules and Regulations (or if the vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator’s risk, cost, and expense and without any liability to the County.

## **5. TENANT**

### **5.1. *Introduction***

Tenant used herein refers to any person, Association, and/or entity that has entered into an Agreement with the County to occupy land and/or improvements (Leased Premises) at the Airport for commercial or non-commercial purposes.

### **5.2. *Security***

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Tenant must be continually and conscientiously maintained by the Tenant and kept in working conditions. Gates or doors which provide access through Leased Premises must remain closed, locked, and secured except when in use.

Perimeter fencing and associated doors, gates, lighting, and locks will be maintained by the County.

Objects which could facilitate unauthorized access shall not be located within three feet of the Airport perimeter fence or any other distance which may facilitate unauthorized access.

### **5.3. *Maintenance of Premises***

Leased Premises (including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- kept free from all fire, safety, and security hazards,
- maintained in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- maintained in a condition of repair and general maintenance in accordance with the Agreement.

Tenants shall be fully responsible for and replace, or in the County's sole discretion, reimburse the County for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Tenant or its employees, agents, customers, visitors, suppliers, or persons with whom Tenant does business.

Tenants shall provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, trash removal services, removal of foreign object debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear expected. Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the County) may result in the County conducting or contracting the maintenance at Tenant's sole cost and expense without liability to the County.

#### **5.4. Fire Prevention**

Tenants shall be responsible to ensure fire prevention practices and/or procedures are followed and comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) shall be provided by Tenants.

- Fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
- A tag showing the date of last inspection (and inspection entity) shall be attached to each fire extinguisher and records, (acceptable by fire underwriters) shall be maintained identifying the status of each unit.

Tenant shall identify and provide contact information to the Fire Department for a responsible person and secondary contact. Contact information shall include the name of each individual and a daytime and after-hours telephone numbers.

#### **5.5. Aviation Fueling**

Tenants conducting Fuel Handling shall comply with Section 6 – Aviation Fueling of these Rules and Regulations.

#### **5.6. Heating Equipment**

All heating equipment and fuel burning appliances installed or used at the Airport shall comply with all Legal Requirements (as applicable) of the County, the State of North Carolina, the NFPA, and the Fire Department.

#### **5.7. Aircraft Hangars**

The use of Hangars shall conform with all Legal Requirements including applicable building codes as well as the practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department, and the County. Each Hangar shall be equipped with a proper, appropriate, inspected, certified, and readily accessible fire extinguisher that conforms with Legal Requirements.

Aircraft Hangars shall only be used for the parking and storage of aircraft and associated aircraft equipment and supplies as approved by the County and the Fire Department or as otherwise stipulated in an Agreement. Use of aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the County, the use of Hangars shall conform with 14 CFR Chapter I [Docket No. FAA 2014-0463] *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as amended.
- Aircraft Hangars shall only be used by the Tenant for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Director and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Tenant authorized to use the Hangar.
- Tenants shall not be permitted to Sublease Aircraft Hangars as the County has elected to exercise its proprietary Exclusive Right, consistent with an as allowed by the Assurances, to provide this Activity directly.
- The pre-flight sumping of fuel systems may only be performed while the aircraft is outside of the Hangar.

- Space heaters may be utilized in Hangars so long as not left unattended while operating and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

Aircraft Maintenance may be conducted on Tenant's owned Aircraft within Tenant's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations. Non-airworthy aircraft (including Non-Commercial construction of amateur-built or kit-built aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration pursuant to a scheduled and approved maintenance plan as long as the aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Director consistent with Section 3.3 of these Rules and Regulations.

- Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Director:
  - Welding
  - Cutting
  - Open flames and torches
  - Servicing any part of a fuel system or transferring fuel

The above list is not intended to represent all Aircraft Maintenance items prohibited within Hangars based on the Building and Fire Codes but is intended to identify those items that may commonly be performed as part of Aircraft Maintenance. As outlined in the PMCDs, all Activities and uses within Tenant's premises must comply with all applicable Legal Requirements.

#### **5.8. Aircraft Tiedowns**

Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to block a Taxiway or Taxilane, or obstruct access to Hangars or Tiedowns, parked or staged aircraft, parked or staged vehicles, doors, gates, or fuel storage facilities except for temporary staging and/or Fuel Handling of such aircraft.

- If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the aircraft listed in the Agreement for the Tiedown space.

#### **5.9. Storage of Materials and Equipment**

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the County.
- Non-hazardous items can be stored in a fully enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.

- Unless expressly permitted in an existing Agreement or approved in writing by the County, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, vehicles, or equipment without the prior written permission of the County.

#### **5.10. Compressed Gases**

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved, and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.
- Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA.

#### **5.11. Lubricating Oils**

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the County and the Fire Department).

Storage of more than 55 gallons of lubricating oil or containers having a capacity of more than 55 gallons require a SPCC Plan be provided to the County. Such containers may only be stored in compliance with Legal Requirements and consistent with the County's SWPPP.

#### **5.12. Right of Entry**

The County shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements owned by the County, the Tenant shall provide the County with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Tenant, the County shall provide 48-hours advanced notification.

The County and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

#### **5.13. Non-Commercial Flying Club**

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of North Carolina, operates on a non-profit basis, and does not hold the Flying Club out to the public as an FBO or SASO. A Flying Club shall conform with FAA Order 5190.6B Change 1 Airport Compliance Manual Section 10.6, as amended.

This section does not apply to social flying clubs or groups who do not jointly own or operate aircraft.

- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.

- Flying Club shall keep on file and available for review by the County, a complete membership list and ownership share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the County:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If the Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.

Members may conduct flight instruction relating to aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator or Independent Flight Training Operator (as defined in the Minimum Standards) and the person receiving the training is a member of the Flying Club. Consistent with FAA Order 5190.6B Change 1 *Airport Compliance Manual*, a flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club aircraft shall only be used by Members.

If the Flying Club is performing Aircraft Maintenance on aircraft owned by the Flying Club, maintenance area and Hangar are required as follows:

<b>Maintenance area and Hangar (square feet)</b>	
Maintenance area <sup>1</sup>	360
Hangar <sup>2</sup>	3,600

Consistent with FAA Order 5190.6B Change 1 *Airport Compliance Manual*, a qualified mechanic who is a Member of the Flying Club may perform maintenance work on aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

<sup>1</sup> Maintenance area shall include adequate and dedicated space for employee work areas, shop areas, and storage for Aircraft parts, accessories, related components, and Equipment.

<sup>2</sup> Hangar area shall be at least equal to the square footage stipulated above or large enough to accommodate the largest Aircraft being serviced, whichever is greater.

**Insurance** – Except as otherwise provided for herein, a Non-Commercial Flying Club shall maintain, at a minimum, the coverage and limits of insurance set forth below, as applicable:

- General Liability (Combined Single Limit):
  - Each occurrence – \$1,000,000
  - Unlicensed vehicles – \$1,000,000
- Vehicular Liability (Combined Single Limit):
  - Each occurrence – \$1,000,000
- Hangar Keeper's Liability (Largest aircraft Accommodated):
  - Single Engine Piston Group I – \$250,000 (each aircraft) and \$500,000 (each occurrence)
  - Multi Engine Piston Group I – \$500,000 (each aircraft) and \$1,000,000 (each occurrence)
  - Turboprop Group I – \$1,000,000 (each aircraft) and \$2,500,000 (each occurrence)
- Aircraft and Passenger Liability (Each Occurrence):
  - Each occurrence – \$1,000,000 Club and \$100,000 sub limit per person

## **6. AVIATION FUELING**

### **6.1. General**

**Legal Requirements** – Fuel Handling, Refueling Vehicles, and fuel storage facilities at the Airport shall conform to the Legal Requirements including without limitation, those prescribed by the State of North Carolina and County and appropriate provisions of 14 CFR; NFPA recommendations; Applicable ACs including AC 150/5230-4B Aircraft fuel Storage, Handling, Training, and Dispensing on Airports, AC 00-34A Aircraft Ground Handling and Servicing, and AC 150/5210-5D Painting, Marking and Lighting of vehicles Used on an Airport as may be amended; the County's SWPPP; Legal Requirements established by the Environmental Protection Agency, North Carolina Department of Environmental Quality, and any other Agency having jurisdiction.

**Fuel Quality Control** – Fuel shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D910 (Avgas), or ASTM D4814 (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

**Diesel Exhaust Fluid (DEF) Contamination** – Personnel are to be trained on the proper storage and handling of DEF in order to prevent the contamination of Fuel System Icing Inhibitor (FSII) or Jet Fuel. If used in Refueling Vehicles or other ground service equipment, DEF must be stored in a separate cabinet or facility from FSII storage and handling areas should be clearly labeled. All DEF transfers between containers must be handled by trained personnel and logged appropriately.

**Training** – No person shall engage in Fuel Handling until that person is trained.

- Standard Operating Procedure (SOP) shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A Aircraft Ground Handling and Servicing, as amended. The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures related to fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and fuel storage facilities. The SOP shall be made available to the County for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

Training records documenting the qualifications of (and the training provided to) each person shall be maintained and kept on file.

- Records shall indicate the initial and recurrent training provided (and the date such training was provided and by whom).
- Recurrent training shall be provided on a regularly scheduled basis, but not less than every year.
- Records shall be subject to review of and/or inspection by the County or other designated representative(s).
- Training shall be performed in accordance with 14 CFR Part 139.

**Fuel Handling** – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.17 of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Unless engaging in Rapid Refueling, Fuel Handling shall not occur while passengers are on board the aircraft unless a passenger-loading ramp is in place at the aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with fueling or defueling operations shall be qualified and trained to use all fire extinguishers.

The County assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling unless the Fuel Handling event is being conducted by the County.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the County for any fines, legal or court costs, incurred by the County for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the County with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the County at least 30 calendar days prior to any planned change in operations. A trained person shall be present and responsive while fuel is being transferred into or out of any fuel storage facility or any Refueling Vehicle.

- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of fuel is in progress.

- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling Vehicles shall be positioned so the vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the County and the Fire Department.

Vehicles shall be refueled only at refueling stations approved by the County and the Fire Department. In the absence of suitable ground support equipment, a turbine-powered APU mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the aircraft or fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including fuel tankers) shall only use the entrance, exit, and route designated by the County during the transportation and delivery of fuel. Refueling Vehicles (including fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and fuel spill containment capable of damming/diking a fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

**Rotorcraft Rapid Refueling** – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all Legal Requirements.

### **Refueling Vehicles**

Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, without limitation, those prescribed by:

- NFPA Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”; and
- Applicable ACs including AC 00-34A Aircraft Ground Handling and Servicing and AC 150/5210-5D Painting, Marking and Lighting of vehicles Used on an Airport, as amended.

Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded.

Only those fuel storage facilities and Refueling Vehicles which are approved by the County and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels, fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Universal Fire Code (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles shall not be operated in reverse unless another person is present to safely monitor and direct the movement of the Refueling Vehicle. Refueling Vehicles and fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.

#### Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other vehicle or aircraft and a minimum of 20 feet from a storm water inlet.

#### Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the County upon request.

#### **Fuel Storage Facilities**

Entities shall be liable and shall defend, indemnify, save, protect, and hold harmless the County for all leaks, spills, or other damage that may result from Fuel Handling. fuel storage facilities shall be operated and maintained in accordance with practices recommended by NFPA 407 and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA and in full compliance with Legal Requirements. Plans for installation and operation of fuel storage facilities shall be submitted to the County and the Fire Department and approval shall be received from the County and the Fire Department prior to installation and operation.

- All vehicle and/or pedestrian gates leading into fuel storage facilities shall remain closed, locked, and secured except when actually in use.

## **6.2. Non-Commercial Self-Fueling (Jet and Avgas)**

**Introduction** – Any entity engaged in Non-Commercial Self-fueling of jet and avgas shall comply with this Section and all applicable provisions of Section 6.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

**Permit** – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid General Aviation Self-Fueling Permit authorizing such activity has been issued by the County (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of aircraft ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease or operating agreement.
- The County will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the County.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons of: (i) aviation fuel purchased by Self-Fueling Permittee (by fuel type), (ii) delivered to Self-Fueling Permittee's fuel storage facility (by fuel type), and (iii) dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the County.

Records and meters shall be made available for review by the County or its designated representative. In the case of a discrepancy between the amount of fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of fuel delivered to Self-Fueling Permittee's aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount shall prevail, and the Self-Fueling Permittee shall promptly pay all additional fees due the County, plus annual interest on the unpaid balance at the maximum rate allowable by law from the date originally due.

**Operations** – Self-Fueling shall be conducted only in those areas designated by the County as identified in the Self-Fueling Permit.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.

**Equipment** – If the associated fuel storage facility does not accommodate self-serve Fuel Handling, Self-Fueling Permittee shall utilize a Refueling Vehicle for dispensing fuel into Self-Fueling Permittee's aircraft. Refueling Vehicle(s) shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.

Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of fuel to be dispensed as follows:

<b>Refueling Vehicles</b>	
Jet Fuel	
Minimum capacity (gallons)	1,000
Maximum capacity (gallons)	2,000
Avgas	
Minimum capacity (gallons)	500
Maximum capacity (gallons)	1,000

- Self-Fueling Permittee's utilizing an FBO fuel storage facility must park the Refueling Vehicle on the FBO's Leased Premises when not in use.
- Self-Fueling Permittee's utilizing off Airport fuel storage must park the Refueling Vehicle off Airport when not in use.

**Fuel Storage Facilities** – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of fuel, as follows:

- through an authorized FBO at the Airport;
- off Airport; or
- through Self-Fueling Permittee's fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the County.

Self-Fueling Permittee's authorized by the County shall lease land and own or lease an above ground fuel storage facility in the designated fuel storage area as follows:

<b>Fuel Storage Facility</b>	
Jet Fuel or Avgas	
Number of tanks	1
Minimum total capacity (gallons)	10,000

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense fuel to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the County. Any such selling or dispensing shall be grounds for revocation of the Permit by the County as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

**Public Service Agency** – Entities providing an Emergency Public Service are not required to meet the fueling equipment and storage facility requirements identified in this Section unless fuel is being delivered to aircraft by Refueling Vehicles or through a fixed fueling station.

Fuel storage facilities and delivery of fuel for aircraft operated by Public Service Agency must be approved in writing, in advance by the County.

**Insurance** – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit)
  - Each occurrence – \$1,000,000
  - Unlicensed vehicles – \$2,000,000
- Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area – \$1,000,000
  - Movement Area – \$2,000,000
- Environmental Liability – \$2,000,000

### **6.3. Non-Commercial Self-Fueling (Mogas)**

**Introduction** – Any entity engaged in Non-Commercial Self-Fueling of Mogas (Mogas Self-Fueling) shall comply with this Section. Non-Commercial Self-Fueling is defined as Fuel Handling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

**Legal Requirements** – Fuel Handling shall conform to all applicable Legal Requirements.

**Fuel Quality Control** – Fuel shall comply with the quality specifications outlined in ASTM D4814 without ethanol (Mogas). Ensuring the quality of the fuel is the sole responsibility of entity engaged in Fuel Handling.

**Training** – Persons engaging in Fuel Handling shall possess a valid and current pilot's license.

**Fuel Handling** – Aircraft shall not be engaged in Fuel Handling in an area where aircraft engines are operating, aircraft or engines are being warmed by application of heat, or while the aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of fuel or oils.

- Should a fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.17. of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the aircraft. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate aircraft electrical systems or switch aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any aircraft, Refueling Vehicle, fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

- All extinguishers shall be inspected and certified, as required by law.

The County assumes no liability or responsibility for any violation of any aircraft, Refueling Vehicle, or refueling requirement or procedure, any error, omission, negligence, or any violation of any Legal Requirement relating to Fuel Handling.

- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the County for any fines, legal or court costs, incurred by the County for any such violation, error, omission, or negligence.

**Permit** – No Aircraft Owner shall engage in Mogas Self-Fueling unless a valid General Aviation Self-Fueling Permit (Self-Fueling Permit) authorizing such activity has been issued by the County (herein after referred to as Self-Fueling Permittee).

The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Permit by reference. Self-Fueling Permittee shall provide evidence of Aircraft Ownership, lease, or operation (full and exclusive control).

- If the aircraft is being leased or operated by (and under the full and exclusive control of) and fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease or operating agreement.
- The County will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the aircraft.

Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of fuel utilized in aircraft and provide records upon request by the County.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons dispensed to Self-Fueling Permittee's aircraft at the Airport and (b) pay the appropriate fees due to the County at the County Administrative Office. Records shall be made available for review by the County or its designated representative.

**Fueling Operations** – Mogas Self-Fueling shall be conducted only in those areas designated by the County as identified in the Self-Fueling Permit.

- Mogas Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of fuel and fueling from containers having a capacity of more than 5 gallons is prohibited.
- Hand or power operated pumps shall be used when using drums or other metal containers.
- Hoses shall be approved for flammable liquids and shall be maintained in compliance with Legal Requirements.

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense Mogas to aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the County. Any such selling or dispensing shall be grounds for revocation of the Permit by the County as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon second violation shall be permanent.

#### **6.4. *Commercial Self-Serve Fueling***

**Introduction** – Entities using the County-owned Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 8.1. of these Rules and Regulations

**Training** – No person shall engage in Fuel Handling until that person is trained or possesses a valid and current pilot's license.

**APPENDIX A – PMCD GENERAL PROVISIONS**

**A-1. Purpose**

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

**A-2. PMCD Definitions**

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

**A-3. Authority of Airport Sponsor and Governing Body**

The authority to implement, supplement, amend, or adopt any policy, standard, rule, regulation, or directive, including the PMCDs, is delegated to the County by State of North Carolina General Statute Chapter 63. Aeronautics, Article 1. Municipal Airports, Section 3. Counties Authorized to Establish Airports, which states “The governing body of any county in this State is hereby authorized to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate airports or landing fields for the use of airplanes and other aircraft within or without the limits of such counties, and may use for such purpose or purposes any property suitable therefor that is now or may at any time hereafter be owned or controlled by such county.”

The authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, and (c) grant the right to engage in any activity at the Airport is expressly reserved to the County.

**A-4. Applicability**

Provisions of the PMCDs apply within the defined boundaries of the Airport as illustrated in the Airport Layout Plan (ALP) and include all access roads on the Airport.

**A-5. Mission and Vision Statements**

**Mission:** Mid-Carolina Regional Airport is operated, maintained, and preserved for the benefit of the community and the Airport users. We provide a cost-effective environment for air transportation while contributing to and generating economic benefit by acting as a gateway to Rowan County. We support corporate and private aviation in addition to compatible business uses.

**Vision:** Our vision is to improve the economic impact of the Airport through collaborative partnerships with community and business organizations. The Airport will focus on safety, and improvement of services and facilities, while striving to become self-sufficient through marketing, strategic planning, smart growth and revenue generating initiatives.

**A-6. Statement of Policy**

It is the desire of the County to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the County reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activities on reasonable terms and without unjust discrimination.

**A-7. Non-Discrimination**

No person, in the use of the Airport's land and Improvements, shall discriminate against any person or class of persons because of race, color, national origin, religion, sex (including pregnancy and gender identity), genetic information, age, disability, sexual orientation in providing any products or services or in the use of any of the Airport's land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.

**A-8. Airport Management**

The Director is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all County owned and operated land, Improvements, facilities, vehicles, and equipment associated with the Airport. The County has authorized the Director to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, and (c) obtain and receive copies of all licenses, permits, certifications, ratings, certificates of insurance, and other documents required to be provided to the County. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Director.

**A-9. Effective Date**

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the County, unless repealed by the County.

**A-10. Compliance with Legal Requirements and Agreements**

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required thereunder, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the County under any existing Agreement.

**A-11. Conflicting Legal Requirements and Agreements**

If any provision of the PMCDs is found to be in conflict with any other County policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

**A-12. Right to Self-Service**

An Aircraft Owner or the Aircraft Owner's Employees may perform Self-Services (fueling, maintenance, or repair) on the Aircraft Owner's aircraft utilizing the Aircraft Owner's vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's Employees are permitted to perform such Self-Services on the Aircraft Owner's aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

This Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 6.4.

**A-13. Prohibited Activities**

The following activities are prohibited at the Airport:

- Through-the-Fence activities
- Co-Op fueling

**A-14. Fines or Penalties**

Entities shall have the responsibility to pay any fine or penalty levied against entity, the County, or the Board, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

**A-15. Severability**

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

**A-16. Subordination**

The PMCDs are subject and subordinate to the provisions of any agreement between the County and the State of North Carolina or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The County recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the licensing and regulation of pilots, air carriers, and aircraft; and concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the County over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

**A-17. Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the County and any notice or communication required or permitted to be given or filed with any existing or prospective Operator or Lessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the County or existing or prospective Operator or Lessee at its principal place of business or such other address as may have been provided. Operator or Lessee shall provide notice to the County of a change of address within 14 calendar days.

**A-18. Amendments**

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the County. County may provide for public notification of pending supplements, amendments, or modifications to the PMCDs in order to provide the opportunity for public comment. The County may issue emergency policies, standards, rules, regulations, or directives from time to time.

**A-19. Variance or Exemption**

The County may, but is not obligated to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Director and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,
- describe the proposed variance or exemption, state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the County approving or denying a variance or exemption, the County shall conduct a review of all relevant information. Approval or denial by the County of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approval by the County of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Possible Grounds for Rejecting Application of these PMCD General Provisions.

#### ***A-20. Enforcement***

The Director is empowered by the County to require compliance with and enforce the PMCDs. Fire Department is authorized to enforce all fire and Hazardous Materials related Legal Requirements (within jurisdiction). The Sheriff's Office and Law Enforcement Officers are authorized to enforce all Legal Requirements (within jurisdiction).

Representatives of the County, as designated by the Director, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County.

#### ***A-21. Disputes***

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Director within 14 calendar days after such decision is issued. Any claim not timely submitted to the Director is waived.

- The Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Director's request, or the claim is waived. Thereafter, the Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Director's written determination shall be final and conclusive unless within 30 calendar days from the date of the Director's written determination, the party requests, in writing, an appeal to the County stating specifically all grounds of appeal.

The County shall use its best efforts to hear any such appeal within 120 calendar days after the County receipt of the written appeal. At such hearing, the party shall be afforded such opportunity to be heard and to offer relevant evidence in support of its appeal, as may be determined by the County in its sole discretion. The decision of the County shall be final and conclusive.

**A-22. Rights and Privileges Reserved**

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the County reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the County (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security (DHS), TSA, Sheriff’s Office, Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The County reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The County reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the County that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the County to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Operator, Lessee, or user of the Airport.
- The County reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The County will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The County shall not be obligated to reimburse or compensate any Operator, Lessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- The County (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- During time of war or national emergency, the County shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the County and the United States Government, shall be suspended, without any liability on the part of the County.
- The County will not relinquish the right to take any action the County considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to aircraft.
- The County will not waive any sovereign, governmental, or other immunity to which the County may be entitled, nor shall any provision of any Agreement be so construed.

- The County will not submit to the laws of any state other than those of the State of North Carolina.
- The County is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator or Lessee. In addition, the County is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- The County reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the County including preserving the assets of the County and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the County's mission, vision, values, goals and objectives for the County and the Airport.

**A-23. Possible Grounds for Rejecting Application**

In this section, the term "activity" is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The County may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the County).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the County. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The County or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The County would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the County is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity's occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the County, any other airport sponsor, the State of North Carolina, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.

- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement at the Airport or any Agreement or sublease at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the County for the proposed activity.
- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the County.
- The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the County; or any Airport Sponsor Assurances.

**APPENDIX B – DEFINITIONS AND ACRONYMS**

***B-1. Definitions***

Abandoned – Property, other than aircraft or vehicles, that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it.

Accident – A collision or other contact between any part of an aircraft, vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving aircraft, vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of aircraft or the operation of the Airport.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the County and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Operations Area (AOA) – A portion of an airport which includes aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated aircraft.

Aircraft Accident – An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating aircraft components; and avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of aircraft or the operation of aircraft on any part of the surface of an airport.

Aircraft Owner – The registered legal Owner of an aircraft according to FAA records.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

**Airport** – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Mid-Carolina Regional Airport (RUQ).

**Airport and Transit Director** – That person (or designated representative thereof), appointed by the County, responsible for the administration and day-to-day operation and management of the Airport, all County owned Property, vehicles, equipment, material, financial assets, and Employees at the Airport, and all employees assigned to the Airport.

**Airport Improvement Programs** – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

**Airport Layout Plan (ALP)** – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and County depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, navaids, etc.

**Airport Sponsor Assurances** – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

**Airside** – The Runways for landing and taking off of aircraft, designated helipads, Taxiways and Taxilanes for ground movement of aircraft, and Ramp for parking, loading, unloading, fueling, and servicing of aircraft.

**Applicant** – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

**Association** – An entity legally formed and recognized under the laws of the State of STATE having an existence separate and apart from its members or shareholders (e.g., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

**Based Aircraft** – An aircraft identified in a written aircraft storage Agreement with the County.

**Business Automobile Liability** – Insurance coverage pertaining to bodily injury and Property damage for all licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

**Certified Flight Instructor (CFI) Professional Liability** – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

**Certificates of Insurance** – A certificate provided by and executed by an insurance company to the County providing evidence of the insurance coverages and policy limits.

**Co-Op fueling** – The fueling of an aircraft by the Owner of the aircraft or the Owner's Employee using vehicles, Equipment, and resources owned by an approved Association.

**Commercial** – For the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

**Commercial General Liability** – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

**Compensation** – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

**Contiguous** – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

**Courtesy Vehicle** – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

**Development Standards** – The parameters governing the design, construction, and/or modification of Tenant's land and/or Improvements at the Airport, as may be amended from time to time.

**Drop Zone** - intended parachute landing area.

**Emergency Public Service** – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

**Emergency Vehicle** – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any vehicle conveying an Airport official or an Airport employee in response to an emergency call.

**Employee** – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

**Environmental Liability** – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

**Equipment** – All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

**Exclusive Right** – A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

**Fuel Handling** – The transporting, delivering, fueling, dispensing, or draining of fuel or fuel waste products.

**General Aviation** – All aviation with exception of Air Carriers and the military.

**General Aviation Leasing/Rents and Fees Policy** – Primary Management and Compliance Document that sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting

General Aviation rents and fees at the Airport, as may be amended from time to time.

**General Aviation Minimum Standards (Minimum Standards)** – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

**Hangar** – Any fully or partially enclosed storage facility for an aircraft.

**Hangar Keeper's Legal Liability** – Insurance coverage pertaining to Property damage for all non-owned aircraft under the care, custody, and control of the Operator.

**Hazardous Materials** – A hazardous or toxic substance, material, or waste which is or becomes regulated by any Agency.

**Improvements** – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

**Independent Operator** – An entity offering aeronautical service(s) but without an established place of business on the Airport.

**Infrastructure** – Runways, Taxiways, Taxilanes, Ramps, navaids, airport roadways, utilities, etc.

**Jet Fuel** – Fuel meeting the specifications of ASTM D1655 which is commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) aircraft.

**Landside** – The portion of the Airport used for activities other than the movement of aircraft, such as vehicle access roads and parking.

**Land Use Plan** – A document approved by the FAA as part of the Airport Layout Plan used to guide land use surrounding the Airport.

**Law Enforcement Officer** – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

**Legal Requirements** – All applicable federal, state, County, and local laws, codes, ordinances, executive orders, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by a Tenant.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An aircraft certificated by the FAA, which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the County) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The Airport Layout Plan is part of the Master Plan.

Mogas – Unleaded motor gasoline meeting the specifications of ASTM D4814 which is utilized to power piston-engine aircraft with an original airworthiness certificate or Supplemental Type Certificate (STC) authorizing use of unleaded motor gasoline.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of aircraft (exclusive of aircraft parking, loading, unloading, fueling, and servicing areas) where aircraft are moved with radio contact other aircraft.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of STATE that collectively owns and operates aircraft and restricts membership from the general public.

Non-Movement Area – Those portions of the Airport where aircraft taxi or are moved without radio contact with ATC or other aircraft.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or aircraft ground maneuvering purposes.

Obstacle Free Zone (OFZ) – A defined volume of airspace centered above the Runway centerline extending 200 feet beyond each end of the Runway.

Operator – An entity that has entered into an Agreement with the County to engage in Commercial Aeronautical Activities at the Airport.

Participant – Persons paying a fee to an Operator and subsequently participating in Commercial Skydiving/Parachute Jumping.

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the County to conduct an Activity at the Airport according to the parameters established by a permit.

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the County, as may be amended from time to time, including Rules and Regulations, General Aviation Leasing/Rents and Fees Policy, Minimum Standards, and Development Standards.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Public Area – Those areas normally used by the general public. Such areas include restrooms, hallways, viewing areas, roadways, walkways, sidewalks, and vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA or Restricted Areas.

Ramp – Those paved areas of the Airport within the AOA designated by the County for parking, loading, unloading, fueling, or servicing of aircraft.

**Readily Available** – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

**Refueling Vehicle** – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

**Repair Station** – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

**Restricted Area** – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks and any other areas marked/posted as restricted with signage or placards.

**Rules and Regulations** – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

**Runup** – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

**Runway** – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of aircraft.

**Runway Safety Area (RSA)** - A defined surface surrounding the Runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot or excursion from the Runway.

**Security Plan** – A document developed by Operators to ensure the safety and security of people and property at the Airport.

**Self-Fueling** – The Non-Commercial fueling of an aircraft by the Aircraft Owner or the Owner's Employee(s) using the Aircraft Owner's vehicles, Equipment, and resources.

**Self-Service** – The servicing of an aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's vehicles, Equipment, and resources.

**Skydive/Parachute Jumping** – Jumping from an aircraft at a moderate or high altitude and deploying a parachute to create drag or lift for descent to the ground.

**Special Event** – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of County staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

**Specialized Aviation Service Operator (SASO)** – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, aircraft rental or flight training, aircraft charter or aircraft management, aircraft sales, and other Commercial Aeronautical Activities.

**Rowan County Fire Department (Fire Department)** – The County department responsible for providing fire services as well as several community services to the County.

**Rowan County Sheriff's Office (Sheriff's Office)** – The County department responsible for providing law enforcement services as well as several other community services to the County.

**Student and Renter Liability** – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding aircraft hull) for students and renters of aircraft.

**Sublease** – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the County has given proper consent.

**Taxilane** – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

**Taxiway** – A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the Runway). Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

**Tenant** – A person, Association, or entity that has entered into an agreement with the County to occupy land and/or Improvements at the Airport for commercial or non-commercial purposes.

**Through-the-Fence** – When an airport sponsor grants an entity ground access by an aircraft across the Airport's property boundary to the Airport's airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

**Tiedown** – An area paved or unpaved suitable for parking and mooring of aircraft wherein suitable anchoring points and related equipment are located.

**Transient Aircraft** – Any aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

**Vehicle Operator** – Any person who is in actual physical control of a vehicle.

**Weapons** – Including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives.

**B-2. Acronyms**

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
Avgas	Aviation Gasoline
CFR	Code of Federal Regulations
DEF	Diesel Exhaust Fluid
DHS	Department of Homeland Security
DOT	Department of Transportation
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAA	Federal Aviation Administration
FM	Factory Mutual
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice to Air Mission
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWPPP	Storm Water Pollution Prevention Plan
TSA	Transportation Security Administration
UAS	Unmanned Aircraft System
UAV	Unmanned Aerial Vehicle
UFC	Universal Fire Code
UL	Underwriters Laboratories
USPA	United States Parachute Association