

MINIMUM  
STANDARDS  
AND  
PROCEDURES  
FOR THE  
LEASE AND  
USE OF  
PROPERTY  
AND  
FACILITIES



As adopted by the Auburn – Lewiston Board of Directors August 9, 2018; and, revised and accepted by a vote of the Board effective 11/8/2023.

**TABLE OF CONTENTS**

	Page
<b>1. Introduction</b>	2
<b>2. Objective, Policy, and Application</b>	2
a. Objective	2
b. Policy	2
c. Application	3
d. Related Materials	3
<b>3. Minimum Standards for Specific Activities</b>	4
I. Line services (aircraft fuels and oil dispensing)	4
II. Flight training	5
III. Aircraft charter and air taxi	6
IV. Aircraft sales (new and/or used)	7
V. Aircraft rentals	8
VI. Airframe and power plant repair facilities	8
VII. Aircraft painting and/ or repair or initial outfitting of interiors	9
VIII. Specialized aircraft repair service - radios, propellers, instruments, and accessories.	10
IX. Aircraft parking and storage	10
X. Specialized Aeronautical Service Operator (SASO)	11
XI. Flying Clubs	12
XII. Independent Operators	12
XIII. Any other activities not specifically provided for in these Minimum Standards, including non-aeronautical activities, will be subject to negotiation.	13
<b>4. Policy for Through-The-Fence Operations</b>	13
<b>5. Basic Terms &amp; Conditions: Leases/ Contracts/ Operating Rights Agreements</b>	13
a. General Terms	13
b. Terms for Facilities	14
c. Terms for Operator Services	15
d. Policy for Insurance	16
<b>6. Application Procedures</b>	16
Appendix A Definitions	
Appendix B Minimum Insurance Requirements	
Appendix C Application Form	
Appendix D FBO Summary Table	

## 1. Introduction

The municipalities of Auburn and Lewiston jointly own the Auburn – Lewiston Municipal Airport, hereinafter referred to as “Airport”. The Airport is operated, maintained and managed by the Airport Board of Directors, hereinafter referred to as “Board”. Per Interlocal Agreement, the Board may appoint an Airport Director. The point of contact for the Airport is the Airport Director whose contact information can be obtained online at [www.flytomaine.com](http://www.flytomaine.com). If the position of Airport Director is not been filled, the Chair of the Board of Directors will be the point of contact and throughout this document when the Airport Director is referenced it can be interchanged with the Chair of the Board.

It is the intent of the Board to make the Airport available for the use and benefit of the public and make it available to all types, kinds, and classes of aeronautical activity on reasonable terms and without unjust discrimination.

## 2. Objective, Policy, and Application

### a. Objective

The Airport, as a federally obligated airport, agrees to make available the opportunity to engage in commercial aeronautical and non-aeronautical activities by persons, firms, or legal entities that meet reasonable minimum standards and procedures as set forth in this document, hereinafter referred to as “Standards”. The objectives of these Standards are to:

1. Promote safety in all airport activities;
2. Maintain a high quality of service for all airport users;
3. Protect the public from unlicensed and unauthorized products or services;
4. Enhance the availability of services for all airport users; and,
5. Promote the orderly development of airport land.

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

### b. Policy

1. In exchange for the opportunity to engage in an aeronautical activity, persons, firms, or entities engaged in aeronautical activity agree to comply with the Standards developed by the Airport. All Applicants shall meet the Standards, as now in existence or as may hereafter be modified or amended, as recited herein and which pertain to their respective category.
2. Present Commercial Operators and Non-Commercial Lessees conducting operations on the Airport, prior to the effective date of these Standards, may be allowed to continue operations without fully complying with the portions of these Standards relating to the number of categories and the physical requirements of land and buildings so long as such operations are in the public interest, and does not conflict with any FAA or Maine DOT requirement, or if the Board determines that it would be an extreme hardship, financial or otherwise for such an Operator to fully comply with said portions of these Standards. It is the responsibility of the Operator to determine there is extreme hardship, financial or otherwise, and provide documentation of this to the Airport with a request for exemption from applicable elements of the Standards.
3. All Commercial Operators and Non-Commercial Lessees will be subject to applicable federal, state and local laws, codes, ordinances, and other regulatory measures.
4. All Commercial Operator’s Sub Lessees and Non-Commercial Sub Lessees, also known as Subtenants, are subject to the provisions of these standards as well as all applicable federal, state and local laws, codes, ordinances, and other regulatory measures. Any reference to “Operator” or “Lessee” is understood to include any and all Sub-Lessees.

5. No person(s), firm or legal entity shall act as a Commercial Operator or Non-Commercial Lessee on the Airport, until such time as that person(s), firm or legal entity has (i) applied for and received permission to so act, and (ii) has entered into and executed a lease/contract/operating rights Agreement with the Board.
6. No lease/contract/operating rights Agreement executed under these Standards shall be transferable without first obtaining the prior written approval of the Airport Director. Approval will not be unreasonably withheld.
7. It is the Board's intention not to approve any application, or enter into any lease/contract/operating rights Agreement, which offers more favorable terms and conditions for the same or similar rights to any one Commercial Operator or Non-Commercial Lessee more than another.
8. All leases/contracts/operating rights Agreements for commercial operations shall contain, inter alia, a covenant reciting the Commercial Operator's obligation to pay, as applicable, (i) an amount for the basic annual rental of agreed premises and, as applicable based on the type of operation being conducted and if specified in a lease and operating rights agreement, and/ or (ii) an amount equal to certain percentage of its gross annual income or revenue for operating rights granted. Such stipulations and covenants will be recited in the applicable lease/contract/operating rights Agreement.
9. The Board shall review these Standards periodically and as-needed and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the safety, and interest of the public.
10. All leases and/ or operating rights agreements entered into by the Board shall be subordinate to the provisions of any existing or future agreement between the Commercial Operator or Non-Commercial Lessee and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
11. It is specifically understood and agreed that nothing contained herein shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S. Code § 40103(e) and § 47107(a)(4).

**c. Application**

The implementation and application of these Standards shall be accomplished by the Airport, acting through its duly appointed Board of Directors and/or its duly appointed Airport Director.

These Standards shall be published. The Standards shall be appended to all existing and future leases/contracts and operating rights agreements and shall be considered a part of all leases/contracts and/or operating rights agreements which the Board has now or does in the future enter into.

**d. Related Materials**

- Order 5190.6B, Airport Compliance Manual.
- Advisory Circular (AC) 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*.
- AC 150/5190-6 – *Exclusive Rights at Federally Obligated Airports*.

**3. Minimum Standards for Specific Activities**

A Fixed Base Operator (FBO) is defined as an entity engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such aircraft operations. The purpose of such activity may be to secure earnings, income, compensation or profit, whether or not such objective(s) are accomplished. Authorized activities by a Commercial Operator shall be strictly limited to any one or a combination of the following aeronautical services performed in full compliance with the specific standards for that activity as set forth herein:

- I. Line services (aircraft fuels and oil dispensing)
- II. Flight training
- III. Aircraft charter and air taxi
- IV. Aircraft sales (new and/or used)
- V. Aircraft rentals
- VI. Airframe and power plant repair facilities
- VII. Aircraft painting and/ or repair or initial outfitting of interiors
- VIII. Specialized aircraft repair service - radios, propellers, instruments, and accessories.
- IX. Aircraft parking and storage
- X. Specialized Aeronautical Service Operator (SASO)
- XI. Flying clubs
- XII. Independent operators
- XIII. Any other activities not specifically provided for in these Minimum Standards

An entity wishing to engage in activities which involve multiple FBO categories must meet the minimum requirements for all categories in question.

**I. Line services (aircraft fuels and oil dispensing)**

**a. Statement of Concept**

An aircraft fuel and oil service FBO provides aviation fuels, lubricants and other services supporting both based and itinerant aircraft operations.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall lease from the Airport an area of not less than 1,000 square feet of ground space for the purpose of installing two above-ground fuel tanks, one for general aviation fuel and the other for Jet A, of not less than 10,000 gallons each or shall lease from the Airport the square footage upon which the existing fuel tank(s) are installed.

The Operator shall acquire or construct on a separate leasehold a building to provide at least 725 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and wireless high-speed internet for customer use.

The Airport may lease space in the Terminal Building to satisfy this requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

**c. Personnel Requirements**

The Operator shall employ and train sufficient employees to meet the standards and procedures set forth in this category. The employees of the operator shall be trained to use fire extinguishers and spill response equipment, such as absorbents and containment devices established in the Airport's Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasure Plan (SPCCP).

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available year round with hours as negotiated and determined in the lease agreement, but in any case open during daylight hours, seven (7) days a week for aircraft fueling and dispensing. During hours of darkness, the Operator shall provide an "on-call" service and respond within one (1) hour of the request. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

**e. Equipment requirements**

**i. Aircraft Fuel and Oil Dispensing Operations**

The Operator shall furnish and maintain an adequate supply of recognized AVGAS, Jet-A fuel, oils and lubricants to meet public demand. Specific grade and quantities shall be negotiated as part of the lease agreement.

In conducting refueling operations, every Operator shall install and use adequate grounding and/ or bonding locations in accordance with current National Fire Protection Association (NFPA) standards to eliminate the hazards of static electricity and shall provide fire extinguishers or other equipment, approved by the NFPA, of such types

and in such numbers as are commensurate with the hazards involved in refueling and serving aircraft.

The Operator shall handle and dispose of, away from the Airport, all used or unused oil, solvents, and other hazardous/ non-hazardous materials and waste in accordance with Federal, State and local requirements.

**ii. Aircraft Fueling Systems**

The Operator shall provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. All dispensers must be inspected as required by NFPA standards and the inspection shall be documented and retained. Separate dispensing pumps and meters are required for each grade of fuel and such facilities are to be in accordance with applicable NFPA standards.

A self-serve, credit card capable fueling system available 24/7 is required for general aviation fuel such as AVGAS.

A method of mobile fueling such as a fuel truck or trailer shall be required for Jet A and available during operating hours and on-call as negotiated in the agreement.

**iii. Aircraft General Services**

The Operator shall provide line service that does not require a certified mechanical rating and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area. The Operator shall procure and maintain tools, jacks, and such equipment and trained personnel as necessary to provide for aircraft towing for moving and parking aircraft and assisting in the removal of disabled aircraft, inflating aircraft tires, changing engine oil, washing aircraft in designated areas, performing lavatory service on jet aircraft, and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with Federal, State and local industrial codes.

**f. Rates and Fees**

In addition to the land lease and/ or applicable building lease, the Operator shall pay a fuel flowage fee per gallon of fuel delivered as set forth in the negotiated operating agreement. A percentage of gross revenue or fixed fee shall apply to other revenue producing sales and services.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**II. Flight training**

**a. Statement of Concept**

A flight training FBO engages in instructing pilots in dual and solo flight training, in fixed and/ or rotary wing aircraft, and provides such related ground school instruction as is necessary and preparatory to taking the written examination and flight check ride for the category or categories of pilot licenses and ratings involved.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall acquire or construct on a separate leasehold a building and/ or tie down space to provide enough square footage for the reasonable storage of two (2) aircraft and at least an additional 725 square feet for office space, a classroom/ briefing room, and rest room, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities, a computer with high speed internet access for students and pilots, and complimentary wireless high-speed internet access for students. The leasehold must have airside and landside access for customers.

The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

Alternately, the Operator may elect to enter into a written agreement with an existing FBO that meets the requirements of this FBO category. Such an agreement between an existing FBO and new Category II. FBO operator shall be subject to the written approval of the Airport Director and a copy of the final written agreement shall be provided to the Airport Director.

**c. Personnel Requirements**

The Operator shall have in his/ her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than two (2) persons, each possessing a current, effective FAA commercial pilot license with an appropriate instructor rating for the types of training offered as well as a current medical certificate.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available year round with operating hours as negotiated and required in the lease agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

**e. Equipment requirements**

The Operator shall have available for in-flight training use, either owned or under written lease to the Operator, not less than two (2) properly certified, airworthy aircraft equipped for pilots with student and private FAA certificates. Offering instrument and commercial ratings is desired, but not required. If the aircraft required under this section are no longer airworthy, the FBO must notify the Airport Director of the aircraft's status in a timely manner in writing along with a timeline for returning the aircraft to an airworthy condition or acquiring a replacement airworthy aircraft.

For a flight training FBO offering instrument ratings, the Operator shall have available for use an FAA approved flight training device (FTD).

The Operator must offer for sale current aeronautical publications as appropriate and necessary for student, private, instrument and commercial pilots.

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

**f. Rates and Fees**

In addition to the land/ building lease and/ or tie down fee, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

In addition to the standard insurance requirements specified in these Standards, for flight training, the Operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.

**III. Aircraft charter and air taxi**

**a. Statement of Concept**

An unscheduled, or scheduled air charter or air taxi FBO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under 14 CFR Part 135, *Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft*.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall lease from the Airport an area adequate to store its aircraft used for its 135 operation. The leasehold must have airside and landside access for customers.

The Operator would additionally lease or possess 1) separate from or included with the aircraft hangar space, direct landside and airside access with at least an additional 725 square feet of floor space which shall be properly heated, cooled, and lighted for office space, a customer/ passenger lounge with telephone facilities and complimentary wireless high speed internet for customer use, and rest rooms; or, 2) The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement; or 3) a written agreement with an existing FBO or the Airport that meets the requirements of item 1. Such an agreement between an existing FBO and Category III. FBO operator shall be subject to the written approval of the Airport Director and Board and a copy of the final written agreement shall be provided to the Airport Director.

**c. Personnel Requirements**

The Operator must be certified by the FAA under F.A.R. Part 135 and provide a copy of the certificate to the Airport Director within 10 days upon request. The Operator shall have in his/her employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the standards set forth in this category in an efficient manner but never less than one (1) pilot appropriately rated by the FAA to provide the services offered by the Operator.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available as negotiated and required in the lease agreement. The Operator may provide on-call service during hours other than the aforementioned.

**e. Equipment requirements**

The Operator shall have available for use, either owned or under written lease to the Operator, airworthy aircraft that shall be suitably equipped for such operations as specified in the lease and operating rights agreement for the purpose of aircraft charter or air taxi operations.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**IV. Aircraft sales (new and/or used)**

**a. Statement of Concept**

An aircraft sales FBO engages in the sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis) or otherwise, and provide such repairs, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by the FBO.

**b. Required Leasehold/ Building and/or Hangar Size**

The Operator shall lease from the Airport an area adequate to store its aircraft. The leasehold must have airside and landside access for customers.

The Operator would additionally lease or possess 1) separate from or included with the aircraft hangar space, direct landside and airside access with at least an additional 725 square feet of floor space which shall be properly heated, cooled, and lighted for office space, a customer/passenger lounge with telephone facilities and complimentary wireless high speed internet for customer use, and rest rooms; or, 2) The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement; or 3) a written agreement with an existing FBO or the Airport that meets the requirements of item 1. Such an agreement between an existing FBO and Category III. FBO operator shall be subject to the written approval of the Airport Director and Board and a copy of the final written agreement shall be provided to the Airport Director.

**c. Personnel Requirements**

The Operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person having a current, private pilot certificate and minimum hour requirement as specified by FAA for type and category of aircraft to be demonstrated for sale.

An operator engaging in the sale of used aircraft must conform to the provisions of FAA regulations, part 47, Subpart C, and must possess a valid "Dealers Aircraft Registration Certificate", FAA Form 8050. A copy of each valid certificate must be sent to the Airport within 10 calendar days upon request.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available year round with operating hours as negotiated and required in the operating agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.



**e. Equipment requirements**

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

The Operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with an authorized FBO at the Airport. A copy of this agreement shall be provided to the Airport Director.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated lease agreement.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**V. Aircraft rentals**

**a. Statement of Concept**

An aircraft rental FBO engages in the rental of aircraft for operation by student pilots or other pilots not employed by the Operator.

**b. Required Leasehold / Building and/or Hangar size**

The Operator shall acquire or construct on a separate leasehold a building and/ or tie down space to provide enough square footage for the reasonable storage of at least one (1) aircraft to be offered for rental and at least an additional 725square feet for office space, a classroom/ briefing room, and rest room, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities, a computer with high speed internet access for students and pilots, and complimentary wireless high-speed internet access for students. The leasehold must have airside and landside access for customers.

The Airport may lease space in the Terminal Building to satisfy the office space requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

Alternately, the Operator may elect to enter into a written agreement with an existing FBO that meets the requirements of this FBO category. Such an agreement between an existing FBO and new Category II. FBO operator shall be subject to the written approval of the Airport Director and a copy of the final written agreement shall be provided to the Airport Director.

**c. Personnel Requirements**

The Operator shall have in his/ her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person possessing a current, effective FAA commercial pilot license with an appropriate instructor rating for the rental aircraft as well as a current medical certificate.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available year round with hours as negotiated and required in the operating agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

**e. Equipment requirements**

The Operator shall have available for rental, either owned or under written lease to the Operator, not less than one (1) properly certified and currently airworthy aircraft suitably equipped for pilots with student, private, or commercial FAA certificates. An aircraft airworthy and outfitted for instrument flight is desired, but not required. The Operator shall have on hand, at all times, proper checklists and operating manuals for each and every aircraft available for rental.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

In addition to the standard insurance requirements specified in these Standards, for rental activities, the Operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.

**VI. Airframe and power plant repair facilities**

**a. Statement of Concept**

An aircraft airframe and power plant repair and maintenance FBO engages in the maintenance and repair of aircraft and/ or rotorcraft, power plants, propellers and or rotors, accessories, and the sale of aircraft parts and accessories.

**b. Required Leasehold/ Building and/or Hangar Size**

The Operator shall acquire or construct a building to provide at least 2,750 square feet of floor space for airframe and power plant repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, state, and local industrial code requirements and at least an additional 250 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and complimentary wireless high speed internet for customer use.

The Airport may lease space in its Building(s) to satisfy the office/ customer/ bathroom space requirements and applicable terms will be included in the Lease and Operating Rights Agreement.

**c. Personnel Requirements**

The Operator shall have in his/ her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one (1) person currently certified by the FAA as an airworthiness inspector with ratings appropriate to the work being performed. Maintenance support must be available at other times with proper coordination.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available year round with operating hours as negotiated and required in the operating agreement, but at a minimum Monday through Friday during regular business hours.

**e. Equipment requirements**

The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times a stock of batteries, filters, plugs, and miscellaneous hardware and electrical components necessary for the types of repairs and maintenance performed as well as adequate equipment and machine tools, jacks, lifts and testing equipment to perform annual inspections as required for FAA certification on single engine and light multi-engine, general aviation aircraft. The Operator shall also have on hand in in good working order the equipment and trained personnel required for aircraft towing and commonplace aircraft emergency services such as flat tires and dead batteries.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**VII. Aircraft painting and/ or repair or initial outfitting of interiors**

**a. Statement of Concept**

An aircraft painting and/ or repair or initial outfitting of interiors FBO engages in the business of providing a shop for the painting of aircraft and/ or repair, rehabilitation, and renovation of aircraft interiors.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall acquire or construct a building to provide at least 8,000 square feet of floor space for specialized aircraft repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, state, and local industrial code requirements and at least an additional 820 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and complimentary wireless high speed internet for customer use.

**c. Personnel Requirements**

The Operator shall have the appropriate personnel available as negotiated and required in the operating agreement. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available year round with hours as negotiated and required in the operating agreement.

**e. Equipment requirements**

The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and tools to perform aircraft painting and/ or repair or initial outfitting of interiors.

The Operator shall outfit the building for painting services with such setup, separation, and ventilation in accordance with Federal, State and local codes and requirements.

The Operator shall handle and dispose of, way from the Airport, all used or unused oil, paints, solvents, and other hazardous/ non-hazardous materials and waste in accordance with Federal, State and local requirements.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**VIII. Specialized aircraft repair service - radios, propellers, instruments, and accessories.**

**a. Statement of Concept**

An FAA authorized repair station for avionics sales and service FBO engages in the business of providing a shop for the repair of aircraft radios, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, instruments, and accessories.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall acquire or construct a building to provide at least 2,750 square feet of floor space for airframe and power plant repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, state, and local industrial code requirements and at least an additional 250 square feet of floor space for office space, a customer/ pilot lounge, and rest rooms, which shall be properly heated, cooled, and lighted. The Operator shall also provide telephone facilities and complimentary wireless high speed internet for customer use.

The Airport may lease space in its Building(s) to satisfy the office/ customer/ bathroom space requirements and applicable terms will be included in the Lease and Operating Rights Agreement.

**c. Personnel Requirements**

An Operator engaged in service, repair or maintenance of aircraft shall be in possession of an airframe and power plant Certified Repair Station License as granted by the Federal Aviation Administration and provide a copy to the Airport within 10 days upon request. The Operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

**d. Hours of Operation Requirements**

The Operator shall have the premises open and services available as negotiated and required in the operating agreement.

**e. Equipment requirements**

The Operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and machine tools, jacks, lifts and testing equipment to perform specialized aircraft repair services.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**IX. Aircraft parking and storage**

**a. Statement of Concept**

An aircraft parking and storage FBO engages in the transient and/or based parking or storage of aircraft at the Airport.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall lease from the Airport an area of not less than 8,700 square feet (60' x 145') of ground space for aircraft tie-downs and storage, parking and other uses in accordance with the services to be offered, and on which shall be erected a minimum of four (4) nested "T" hangars, or a single, large storage hangar with not less than 8,000 square feet of floor space or its equivalent (80' x 100'). The operator shall provide a paved taxiway to accommodate aircraft movement from the Operator's facilities to the existing Airport taxiway system, as appropriate. An Operator providing more than 10 hangar spaces shall provide restroom facilities for tenants.

The Airport may lease space in its Building(s) to satisfy the bathroom requirement and applicable terms will be included in the Lease and Operating Rights Agreement.

Ramp space is for use by the general public only unless specifically leased to the Operator. The Operator shall not be permitted to use any portion of public ramp space for its business.

**c. Personnel Requirements**

The Operator shall have the appropriate personnel available as negotiated and required in the operating agreement.

**d. Hours of Operation Requirements**

The Operator shall maintain hangars and/ or tie-down spots available for the customer's aircraft storage and removal seven (7) days a week, twenty-four (24) hours per day.

**e. Equipment requirements**

Not applicable.

**f. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**X. Specialized Aeronautical Service Operator (SASO)**

**a. Statement of Concept**

A SASO provides a limited commercial aviation related service not currently available to the public at the time of application from an existing approved Fixed Base Operator. Examples of these specialized services may include: flight training, aircraft airframe and power plant repair/maintenance, aircraft charter, air taxi, air ambulance, aircraft sales, avionics, instrument or propeller services, crop dusting, banner tow, aerial photography, or any other

single service aviation activity determined by the Board to be in the best interest of the airport and the flying public.

**b. Required Leasehold Size**

The Operator shall have a leasehold sized to suitably accommodate its purpose. The leasehold size will be negotiated and required in the lease and operating rights agreement. Sub-lease in writing from an existing FBO is allowable in order to fulfill leasehold size requirements. A copy of each executed sublease shall be provided to the Airport Director within 14 calendar days of its execution.

**c. Required Building and/or Hangar size**

The Operator shall have an appropriately sized building and/ or hangar containing elements to provide an appropriate level of service. The building and/ or hangar elements required will be negotiated and included in the lease agreement. Sub-lease from an existing FBO is allowable in order to fulfill building and/ or hangar element requirements.

**d. Personnel Requirements**

The Operator shall have the appropriate personnel available as negotiated and required in the lease agreement.

**e. Hours of Operation Requirements**

The Operator shall have the premises open and services available as negotiated and required in the lease agreement.

**f. Equipment requirements**

The Operator shall have available for use, either owned or under written lease to the Operator, airworthy aircraft that shall be suitably equipped for such operations as specified in the lease and operating rights agreement.

**g. Rates and Fees**

In addition to the land/ building lease, a percentage of gross revenue or fixed fee shall apply to revenue producing sales and services as set forth in the negotiated operating agreement.

**h. Insurance Requirements**

In addition to the standard insurance requirements specified in these Standards, for flight training, the Operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.

**XI. Flying Clubs**

**a. Statement of Concept**

A flying club is a non-profit entity formed as an organization, corporation, association or partnership with the purpose of providing its members with jointly owned and operated aircraft for non-commercial use.

**b. Required Leasehold Size**

The club may lease tie down space for outdoor storage in compliance with the Airport's Aircraft Parking Policy, as may be amended from time to time. Any aircraft utilized by the club and stored on the airport premises shall be either contained in a hangar or on a tie down in a location specified for aircraft parking on the Airport Layout Plan and/ or approved by the Airport Director in writing.

**c. Required Building and/or Hangar size**

The club may lease hangar space at the Airport for the purpose of aircraft storage. Such a lease agreement will be in line with private hangar leases at the Airport.

**d. Personnel Requirements**

Each club must be a certified non-profit in the State of Maine. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of the aircraft. The club will file and keep current with the Airport a complete list of the club's membership and, if applicable, investment share held by each member.

**e. Hours of Operation Requirements**

Not applicable; flying clubs are not authorized to provide commercial services to the public.

**f. Equipment requirements**

The club will file annually and keep current with the Airport a complete list of the club's aircraft.

The club's aircraft will not be used by any person other than bona fide members for rental and by no one for hire, charter or air taxi. Student instruction can be given through an existing FBO or by a FAA Certified Flight Instructor who is a bona fide member of the club, but only at no cost to other bona fide members of the club.

**g. Rates and Fees**

In addition to the land/ building lease or tie down fee, a percentage of gross revenue shall not apply because the club will not produce revenue above and beyond self-sustaining revenue. Members of the club and the club itself are not exempt from any/ all fees and charges for airport services unless negotiated, approved, put in writing with the Airport.

**h. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the Lease and Operating Rights Agreement.

**XII. Independent Operators**

**a. Statement of Concept**

Individual operators may perform a single-service aviation support activity on the airport only if the service is not available from an existing Fixed Base Operator or permitted SASO and only with permission of the Board in the form of an operating rights agreement. An example of such activity may be, but is not limited to, certified FAA check airmen performing check rides or specialized mechanic services such as those for a jet not offered by an existing on-airport FBO. For all operations currently existing and in operation at the Airport, independent operators must obtain a sub-lease for operating rights from the established commercial operator or otherwise fulfill the requirements of that category or categories of operation, as applicable. Such subleases must obtain prior written approval from the Airport Director. A copy of each executed sublease shall be provided to the Airport Director within 14 calendar days of its execution.

**b. Required Leasehold/ Building and/or Hangar size**

The Operator shall lease from the Airport an area of not less than one (1) annual aircraft tie-down, and/ or lease or sublease on the Airport an aircraft storage hangar capable of storing at least one (1) aircraft. This requirement may be waived with prior approval from the Airport Director under certain circumstances where deemed appropriate.

Ramp space not specifically leased to the Operator is for use by the general public only. The Operator shall not be permitted to use any portion of public ramp space for its business.

**c. Personnel Requirements**

The Operator shall have the appropriate personnel available as negotiated and required in the operating rights agreement.

**d. Hours of Operation Requirements**

The Operator shall have the appropriate personnel and services available during certain hours as negotiated and required in the operating rights agreement.

**e. Equipment requirements**

The Operator shall have the appropriate Equipment available as negotiated and required in the operating rights agreement.

**f. Rates and Fees**

In addition to the land/ building lease and/ or tie down fee, a monthly, quarterly, or annual fee, as appropriate, and/ or percentage of gross revenues obtained from the operation will be negotiated prior to allowing this type of operation. A fee may not be required, dependent upon the type of operation. This determination will be made by the Airport Director and uniformly applied without unjust discrimination pursuant to FAA guidance regarding exclusive rights.

**g. Insurance Requirements**

The Operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the Board as specified in Appendix B of these standards and more particularly in the operating rights agreement.

**XIII. Any other activities not specifically provided for in these Minimum Standards, including non-aeronautical activities, will be subject to negotiation.**

**4. Policy for Through-The-Fence Operations**

Through-the-fence operations occur when an entity owning or operating on property adjoining the airport is provided direct access for aircraft from the adjoining property to the airport facilities. Unauthorized access to the Airport from adjacent properties is expressly prohibited. The Airport is under no obligation to allow through-the-fence operations. If, however, the Airport decides to allow a through-the-fence operation, a signed airport access agreement is required. This agreement shall give the Airport the legal right to require the party granted access to conform to all applicable grant assurances and specifies, at a minimum:

- a. Specific rights of access
- b. Specific Operating Rights as contained in Section 3, if applicable
- c. Payment provisions for use of airport
- d. Incorporation of Airport policy documents including but not limited to these Standards
- e. Default and termination procedures
- f. Insurance and Indemnity provisions
- g. The airport sponsor is under no obligation to accept sale or assignment of the agreement
- h. Federal grant assurances supersede the access agreement in all cases
- i. Expiration date

Such an agreement shall contain terms that do not provide unfair advantage to the Through the Fence Operator over similarly situated on-airport Commercial Operators or Non-Commercial Lessees, as applicable. Through the Fence operations must not adversely affect the safety, utility, or efficiency of the Airport.

**5. Basic Terms and Conditions for Leases/ Contracts/ Operating Rights Agreements**

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

**a. General Terms**

1. Any lease/operating rights Agreement shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.
2. In addition to the requirements of the FAA and the Maine DOT, the Board may establish and implement such rules and regulations as may be required for the (a) safe and orderly operation of the Airport, (b) the safe and orderly operation of aircraft in the Airport traffic area and airspace surrounding the Airport, and (c) the safe and orderly operation of aircraft and vehicles on the ground.
3. The Operator, his/her agents and employees will not discriminate against any person or class of persons by reason of race, color, sexual orientation, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Appendix D to 14 CFR Part 152 - *Assurances*. The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Board take in order to comply with these Assurances.
4. AC 150/5190-5 – *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities*, states “an aircraft owner, who is entitled to use the landing area of an airport, may tie down, adjust, repair, refuel, clean, and otherwise service his/her own aircraft, provided the service is performed by the aircraft Board or his/her employees with resources supplied by the aircraft Board.” Level of maintenance and repairs performed shall comply with 14 CFR Part 43 – *Maintenance, Preventive Maintenance, Rebuilding, and Alteration*.

5. The Airport Director shall be kept informed, promptly in writing, of the type, registration, aircraft Board's name, address, email address, and phone number for all aircraft stored in or on Premises for more than thirty (30) calendar days per year.
6. All non-airworthy aircraft not in an enclosed structure shall be removed from the Airport on thirty (30) days written notice from the Board to the Aircraft Owner at the Owner's expense unless a waiver is requested and granted for insurance purposes.
7. In the event of any conflict between the terms of these *Minimum Standards and Procedures*, and the provisions of any lease of a portion of the Airport property, the more stringent requirement in either document shall be controlling.

**b. Terms for Facilities**

1. Unless otherwise leased by the Board, all Operators shall provide for and adhere to the following, as applicable.
  - a. Design plans and specifications are subject to review by the Airport Director for compliance with Federal, State of Maine, and Municipal standards, ordinances, regulations and laws. No construction of any kind shall be done at the Airport without the prior written approval of the Board, and no such approval shall be granted unless such construction and design is consistent with the latest approved Airport Layout Plan (ALP) for the development at the Airport. Construction shall be completed as expeditiously as practical.
  - b. Aircraft hangars, office space, storage facilities, restrooms, customer lounge, and other facilities, as required by these Standards.
  - c. Adequate auto parking space as required by Code to accommodate all of Operator's employees and customers.
  - d. A paved aircraft apron which meets appropriate FAA specifications within the leased area; and a paved taxiway within and without the leased area to accommodate aircraft movement from the Tenant's facilities to the existing Airport taxiway system.
2. Operator shall maintain all buildings and land on Airport property to the following standards, or as directed by the Airport Director:
  - a. Open storage areas shall be screened from public view.
  - b. Exterior buildings, signs and other structures shall be maintained in accordance with Airport standards and be in good condition. Prior to the construction or display of any exterior signing, written approval must be obtained from the Airport Director. All signs shall comply with the municipal sign code, as applicable.
  - c. Non-paved areas may be landscaped with lawns, mulch, shrubs, etc., as approved prior to installation by the Airport Director. Such approval will not be unreasonably withheld, conditioned, or delayed provided it does not interfere with the safety, utility, or efficiency of the Airport.
  - d. Lawns shall be cut to present a neat appearance.
  - e. Trash is not allowed on Airport property. Place trash and cigarette cans where needed.
  - f. Absolutely no activities shall take place on airport property to attract wildlife of any kind, including but not limited to bird or animal feeding, installation of bird baths, or installation of bird or animal feeders.
  - g. Pavements shall be joint-sealed and painted in accordance with FAA and MaineDOT standards.
  - h. The Operator/ Lessee is responsible for snow and ice control as specified in each individual lease or operating rights agreement. The Airport Director shall approve snow and ice control equipment and trained operators permitted on Airport property. Agreements may specify snow removal procedures for each leasehold.
  - i. All used or unused oil, solvents, and other hazardous/non-hazardous materials and waste shall be handled and disposed of, away from the Airport, in accordance with Federal, State of Maine and municipal requirements.



3. All Operators and Lessees shall comply with the Airport's Storm Water Pollution Prevention Plan (SWPPP).
4. Board reserves the right to take any action it considers necessary to protect the 14 CFR Part 77 – *Objects Affecting Navigable Airspace*, and FAA Order 8260.3B – *United States Standard for Terminal Instrument Procedures* imaginary surfaces against obstructions, together with the right to prevent Operator or Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Director, would limit the usefulness of the Airport or constitute a hazard to aircraft.
5. Board reserves the right to, without obligation to the Operator/ Lessee/ Applicant, keep the airport landing area, and publicly owned facilities in good repair.
6. Ramp space other than ramp space specifically leased to or defined under a management agreement with the Lessee shall be for use by the general public only. No Lessee shall be permitted to use any portion of public ramp space for his/her use exclusively or to use any of such ramp space as parking or tie-down area.

**c. Terms for Operator Services**

1. Operator shall furnish services on a fair, equal, and non-discriminatory basis to all users.
2. Operator shall charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
3. The Operator shall provide, by means of an office, a telephone and a point of contact for the public desiring to utilize Operator's services.

**d. Policy for Insurance**

1. Each Operator and Lessee shall protect the general public, other airport users, the customers or clients and the Airport from any and all lawful damages, claims, or liability, and they shall provide the types of insurance required in the applicable category(s) and written in such amounts designated in this Standards and more particularly described in Appendix B as amended from time to time but in no event less than the amounts required in the Operator or Lessee's negotiated lease agreement.
2. The Airport shall be an additional insured for ongoing and completed operations, on a primary and noncontributory basis with a waiver of subrogation in any such policy, and a certificate of insurance evidencing the same and the required coverage shall be delivered to the Airport Director prior to the commencement of any new lease of Airport property and annually for all existing agreements, as applicable.
3. The certificate of insurance shall provide that the insurance company, in writing, will notify the Airport Director thirty (30) days in advance of any cancellation of such insurance.
4. Insurance policies shall remain in full force and effect during the term of the lease/contract/ operating agreement between the Operator/ Lessee and the Airport, and any renewal policies shall be filed with the Airport Director not less than thirty (30) days before the expiration date of such policies.

**6. Application Procedures**

- a. Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish leasehold on the airport shall make written application to the Director in the manner and form heretofore prescribed.
- b. Application for permission to lease and/or use airport land or any facilities thereon shall be accomplished in the manner and form as is dictated in these Standards and contained in Appendix C.
- c. It is the intent to examine each Applicant. Each Applicant shall provide satisfactory evidence to the Airport Director of their technical and financial abilities including the ability to meet the insurance requirements as stated herein.

- d. Upon consideration of the application, the Airport Director shall determine whether or not the Applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions. The Airport Director will review all applications and provide a recommendation to the Board within 30 days from the receipt.
- e. The following list contains examples of reasons why an application may be denied; the following list is not exhaustive:
  - a. The Applicant does not meet the qualifications, standards and requirements established by these Minimum Standards and Procedures.
  - b. The Applicant's proposed operations or construction cannot be incorporated into the Ultimate Airport Layout Plan and approved by FAA, the MDOT and the Board because:
    - i. It is a potential safety hazard to the Airport, or
    - ii. There is insufficient land or building space available, or
    - iii. It will result in a congestion of aircraft or buildings, or will unduly interfere with the operation of any present FBO on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing FBO, or will result in depriving, without the proper economic study, an existing FBO of portions of its leased area in which it is operating.
  - c. The granting of the application will require the expenditure of Airport funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the Airport.
  - d. Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
  - e. Any party applying, or having an interest in the business, has a record of violating the rules, or the rules and regulations of any other airport, civil air regulations, FAR, or any other rules and regulations applicable to this or any other airport.
  - f. Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the Airport or any lease or other agreement at any other airport.
  - g. Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the Airport Director to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO lease.
  - h. The Applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
  - i. The Applicant has been convicted of any crime, or violated any ordinance rule or regulation, which adversely reflects on its ability to conduct the FBO operation applied for.
- f. The Board shall, after review and hearing, reserve the right to approve or disapprove the subject application.
- g. Each successful Applicant shall, within thirty (30) calendar days after having received written approval of their application, enter into good faith negotiations to develop a written lease/contract/operating rights Agreement with the Airport, in a form and manner prescribed by the Board.
- h. It is the intention of the Airport to enter into and execute a lease/contract/operating rights Agreement with the approved Applicant within the thirty (30) calendar days after such application is approved.

## APPENDIX A: DEFINITIONS

- **Aeronautical Activity:** Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.
- "Commercial"** aeronautical activities shall mean any activity by an Operator or its Sub Lessee intended to result in a monetary gain.
- "Non-commercial"** aeronautical activities shall mean any activity by a Lessee or its Sub Lessee which is conducted for their own benefit, without the intent of monetary gain.
- **Aeronautical Use:** All activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.
- **Aeronautical Users:** Individuals or businesses providing services involving operation of aircraft or flight support directly related to aircraft operation are considered to be aeronautical users.
- **Agreements:**
- **Land Lease Agreement:** Written agreement between the Airport and Lessee/ Tenant for the term use of a defined premises, typically for the construction of a privately (non-Airport Owned) owned hangar or facility. May be sub-leased.
  - **Building or Facility Lease Agreement:** Written agreement between the Airport and Lessee/ Tenant/ Operator for the exclusive use of an Airport-owned facility or portion of a facility. May be subleased with written approval from the Airport Director to fulfill leasehold requirements for FBO type.
  - **Operating Rights Agreement:** Written agreement between the Airport and an Operator wishing to perform commercial activity of an FBO type included in these standards. Contains details regarding all the requirements for the FBO type of operation, as negotiated. May be a standalone document or may be combined with a land lease and/or building lease to form a Land Lease and Operating Rights Agreement.
  - **Through the Fence Access and Operating Rights Agreement:** Written agreement between the Airport and an abutting landowner to specify access and operating terms to enter onto and use Airport property. Requires FAA approval prior to local approval.
- **Aircraft:** Any machine supported for flight in the air by buoyancy or by the dynamic action of air on its surfaces, especially powered airplanes, gliders, and helicopters.
- **Airport:** The Auburn – Lewiston Airport, (KLEW) Maine.
- **Airport Director:** Position hired by the Board of Directors to administer the day-to-day operations of the Airport. May be referred to as Airport Manager. If the position is not filled, the Chair of the Board of Directors shall function as Airport Director.
- **Board:** The Board of Directors of the Auburn-Lewiston Airport.
- **Commercial Operator:** Any Airport Tenant/ Lessee who fulfills the requirements of these standards and the appropriate requirements of Articles I through XII or other specific requirements. Also referred to as "Operator" or "FBO".
- **Commercial Operator Sub Lessee:** Any person or entity which has entered into a sub-lease with a Commercial Operator and who fulfills the appropriate requirements of the appropriate FBO category or other specific requirements included in an operating rights agreement.
- **Fixed-base Operator:** A fixed-base operator (FBO) is a commercial operator providing aeronautical services as described in Articles I through XII to the public. Also referred to as "Commercial Operator" or "Operator".
- **Flying Club:** A nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
- **Nonaeronautical Use:** All uses of the airport other than those deemed as aeronautical uses are considered nonaeronautical. Aviation-related uses that do not need to be located on an airport are considered nonaeronautical uses. Nonaeronautical uses include public parking, rental cars, ground transportation, as well as terminal concessions such as food and beverage and news and gift shops. Federal law and policy on reasonableness of fees and other terms of airport access do not apply to nonaeronautical uses. FAA Makes the final determination on what is considered nonaeronautical.

AUBURN - LEWISTON AIRPORT  
MINIMUM STANDARDS AND PROCEDURES 11/8/2023

- **Non-commercial Lessee:** Any person or entity that has entered into a lease for real property with the Board at the Airport. Also referred to as “Lessee” or “Tenant”. May or may not also have an operating rights agreement.
- **Non-commercial Sub Lessee:** Any person or entity which has entered into a sub-lease with a Non-commercial Lessee.
- **Self-fueling and Self-service:** Self-fueling as stated in AC 150/5190-5 – *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities* means the fueling or servicing of an aircraft (e.g. changing the oil, washing) by the Board of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft Board from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft Board or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft Board with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft Board or his/her employees with resources supplied by the aircraft Board.
- **Transient Pilot or Operator:** Pilot or operator not based at LEW that may perform a commercial operation such as flight instruction conducting cross-country flights or air taxi operations. Not subject to these standards unless based at LEW but may be requested to provide proof of insurance. Responsible for any applicable user, parking, landing and other applicable fees for the use of the airport facility.

## APPENDIX B MINIMUM INSURANCE REQUIREMENT

## AUBURN - LEWISTON AIRPORT MINIMUM STANDARDS AND PROCEDURES

As required by these Standards, Operator or Lessee will provide the Airport Director with certificate(s) of insurance identifying the policies described below and the policies required to be obtained in the Operator or Lessee's lease and/ or operating rights agreement. Minimum insurance requirement limits are shown in parentheses and may be further defined in the lease and/or operating rights agreement. The Board reserves the right to modify the minimum insurance requirements from time to time. The following insurance requirements apply to those operators who provide an aeronautical service on airport property:

1. **Comprehensive general public liability insurance** (bodily injury/ property damage, \$1,000,000 each occurrence/ 1,000,000 aggregate) and including, if applicable,
  - a. **Products liability** (\$1,000,000); and/ or
  - b. **Hangar keepers liability** (of not less than \$400,000 and at least equal to the value of the aircraft in the care, custody, and control of the hangar keeper).
2. **Aircraft liability insurance**, (bodily injury/ property damage \$1,000,000 each occurrence/ \$1,000,000 aggregate) if applicable
3. **Worker's compensation insurance**, if applicable.
4. **Motor vehicle liability insurance**, (bodily injury/ property damage \$500,000 each occurrence/ \$1,000,000 aggregate) if applicable.

Each policy of insurance maintained by the Operator or Lessee under this section shall provide that the Airport be named as an additional insured for ongoing and completed operations, on a primary and noncontributory basis with a waiver of subrogation, and shall provide that the policy is not cancelable and non-modifiable without thirty (30) days prior notice in writing to the Airport Director. Each policy of insurance maintained by the operator shall provide for the waiver for subrogation as to claims against the Airport.

**APPENDIX C APPLICATION FORM**

AUBURN - LEWISTON AIRPORT  
MINIMUM STANDARDS AND PROCEDURES

The person(s), firm or legal entity listed below, requests permission to establish a lease hold or other right at Auburn - Lewiston Airport (LEW), ME, to engage in the following commercial (revenue producing), non-commercial aeronautical or non-aeronautical activities:

- 1. Name(s) of Applicant(s): \_\_\_\_\_
- 2. Addresses:

Applicant's Permanent Main Address:	_____
	_____
Applicant's Mailing Address:	_____
	_____

- 3. Applicant's Primary Email Address: \_\_\_\_\_
- 4. Applicant's Primary Phone Number: (\_\_\_\_) \_\_\_\_\_
- 5. Applicant's Primary Business Name: \_\_\_\_\_

- 6. Purpose of Lease (check all that apply):
  - Aircraft sales (new and/or used)
  - Airframe and power plant repair facilities
  - Aircraft rentals
  - Flight training
  - Line services (aircraft fuels and oil dispensing)
  - Specialized aircraft repair service - radios, propellers, instruments, and accessories.
  - Non-Commercial Lease (e.g. Private Hangar)
  - Aircraft painting and/ or repair or initial outfitting of interiors
  - Aircraft charter and air taxi
  - Specialized Aeronautical Service Operator
  - Flying clubs
  - Aircraft parking and storage
  - Independent Operator
  - Any other activities not specifically provided for in these Standards (e.g. non-aeronautical)
- 7. Estimated Cost of Proposed Development/Improvements: \_\_\_\_\_

**Mandatory Documents for all Prospective Lessees**

- Schedule for commencement of lease term, operation and leasehold improvements.
- Preliminary plans, specifications for any improvements which the Applicant intends to make.
- Proof (or copy of insurance company letter of intent) of liability coverage for the business operation, flight operations, itinerant aircraft, and Operators and premises insurance.

**Mandatory Documents for all Prospective Commercial Operators**

- Current financial statement prepared or certified by a Certified Public Accountant.
- Listing of assets owned, or being purchased, or leased which will be used in the business on the Airport
- Current credit report for each party owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten (10) year period immediately prior to such application.
- Agreement to provide a bond or a suitable guarantee of adequate funds to the Board to be used to defray expenses and fees normally paid by the Lessee between the estimated time the Lessee may default and a new lease is executed and another Lessee takes over.
- Written authorization for the FAA, any aviation or aeronautics commissions, administrators, and departments of all states in which the Applicant has engaged in aviation business to release information in their files to the Board relating to the Applicant or its operation.

We the undersigned, certify that we are all the parties whose names are being submitted as owning an interest in the business or will appear on leases or other documents, as being a partner, director or corporate officer, and those who will be managing the business:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed/Printed Name

**AUBURN - LEWISTON AIRPORT MINIMUM STANDARDS  
FBO REQUIREMENT SUMMARY**

CATEGORY	TITLE	LAND LEASE (ft <sup>2</sup> )	BUILDING LEASE (ft <sup>2</sup> )	LEASEHOLD LANDSIDE/ AIRSIDE ACCESS REQUIRED	BUILDING Continued
I.	Line Services	Fuel Farm Area	725	No	office, customer lounge & restrooms*
II.	Flight Training	Sized for 2 aircraft	725	Yes*	office, customer lounge & restrooms
III.	Aircraft Charter and Taxi	Negotiated if applicable	725	Yes*	office, customer lounge & restrooms*
IV.	Aircraft Sales	Negotiated if applicable	725	Yes*	office, customer lounge & restrooms*
V.	Aircraft rentals	Sized for 1 aircraft	725	Yes*	office, customer lounge & restrooms*
VI.	Airframe and Powerplant Repair	Negotiated if applicable	2,750	No	250 ft <sup>2</sup> office, customer lounge & restrooms*
VII.	Aircraft Painting and/ or Interior Repair	Negotiated if applicable	8,000	No	820 ft <sup>2</sup> office, customer lounge & restrooms
VIII.	Specialized Aircraft Repair Service	Negotiated if applicable	2,750	No	250 ft <sup>2</sup> office, customer lounge & restrooms*
IX.	Aircraft Parking and Storage	8,700	4+ nested T-hangars -or- 8,000	No	>10 units provide restroom facility for tenants*
X.	SASO	Negotiated	Negotiated	Negotiated	Negotiated
XI.	Flying Club	Tie down or hangar	Tie down or hangar	No	n/a
XII.	Independent Operators	Tie down or hangar if applicable	Tie down or hangar if applicable	Negotiated	Negotiated
XIII.	Other activities	Negotiated	Negotiated	Negotiated	Negotiated

\*Acceptable if subleased from Airport or FBO that meets the standard