Minimum Standards for Commercial Aeronautical Activity Providers

Montgomery Regional Airport

www.flymgm.com

Approved March 2024

MONTGOMERY
AIRPORT AUTHORITY

Letter from The Executive Airport Director

To all Airport Tenants and Users:

The attached Minimum Standards for Commercial Aeronautical Activity Providers dated [DATE] for the Montgomery Regional Airport (MGM) are approved by the Montgomery Airport Authority as its [DATE] Minimum Standards for Montgomery Regional Airport.

The Authority owns and operates the Airport as a public-use, commercial service Airport. I charge the staff with the safe and efficient operation of the Airport. The daily management of the Airport is under the management of the Executive Airport Director. The Director is authorized to establish and enforce Minimum Standards and establish necessary Rates and Charges as needed to meet this charge.

These Minimum Standards amend and supersede all previous versions of the Minimum Standards for the Airport.

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Montgomery Regional Airport
Minimum Standards

Date	Amendment Number	Subject	Approved by
[DATE]	1		

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Section 1. Policy, Applicability, and Amendments

Section 1.1 Policy and Guidelines

The Montgomery Airport Authority (MAA) being the Owner and in a position of responsibility for the administration of the Montgomery Regional Airport does hereby establish the following Policy for the Minimum Standards:

1. The Montgomery Airport Authority owns and operates the Montgomery Regional Airport as a public-use, commercial service Airport. The Airport is operated as a quasi-public department. The Montgomery Airport Authority Board of Director's has charged the Montgomery Airport Authority with the safe and efficient operation of the Airport. The daily management of the Airport is under the direction of the Executive Airport Director. The Montgomery Airport Authority Board of Directors has established these Minimum Standards and charges the Executive Airport Director with their enforcement.

2. The Montgomery Airport Authority has assumed certain responsibilities and obligations to operate the Airport for the use and benefit of the public and make it available for aeronautical activity. They wish to make the Airport available for public use by applying reasonable terms, without unjust discrimination, for those desiring to offer services or commodities at the Airport. The imposition of these Minimum Standards will provide to all persons, to conduct, carry on, or engage in aeronautical, vehicular, or pedestrian activities at the Airport the basic requirements to conduct such activities without exclusive right or infringing on the abilities of others to provide similar activities. The Executive Airport Director is authorized to adopt fees and charges to be assessed against any person, conducting, carrying on, or engaging in activities or services as described in these Minimum Standards. The Montgomery Regional Airport fees and charges shall be established to make the Airport financially self-sustaining and sufficient to cover Airport operating costs. It is the intent that these fees be reasonable and equitable.

3. The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide Commercial Aeronautical Activities to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or unreasonable competition. These Minimum Standards were developed taking into consideration the aviation role of the Montgomery Regional Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport, and to promote fair competition at Montgomery Regional Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established Commercial Aeronautical Activities and the Montgomery Regional Airport users.

4. Prospective Operators may propose to perform Commercial Aeronautical Activities that do not fall within the specific categories designated herein. The Authority reserves the right to adopt appropriate minimum standards on a case-by-case basis for such activities and

incorporate such minimum standards into an Agreement between the MAA and the Operator.

5. When a specific Commercial Aeronautical Activity is not currently being provided at the Airport, the Authority may, but shall be obligated to, enter into or approve an Agreement with an Operator under terms and conditions that may be less than those outlined in these Minimum Standards for a limited period of time known as a Pioneering Period. The duration of the Pioneering Period shall be specified in the Agreement between the Authority and the Operator.

Section 1.2 Applicability and Interpretation

1. These Minimum Standards are intended to supplement the Montgomery Regional Airport Rules & Regulations. In the event of conflict between these Minimum Standards and the Rules & Regulations, the Rules & Regulation shall prevail.

2. Except when the context in these Minimum Standards requires otherwise, the singular includes the plural, plural includes the singular, and masculine gender includes the feminine.

3. All units of measurement are provided in Standard English Units. Metric equivalents may be provided upon request. Square Feet (SF) of building space implies gross square feet unless inside the Airport Main Passenger Terminal. Gross square feet are the total footprint of the building and include mechanical rooms, toilets, stairs, and halls. Square Feet of ramp or parking space is measured from edge to edge of the prepared surface.

Section 1.3 Amendments

1. Amendments to the Minimum Standards may be proposed by any Airport user. A recommended change shall be forwarded, in writing, to the Executive Airport Director. The Director will have the proposed amendment studied by staff and will forward the proposed change to the Montgomery Airport Authority General Aviation Committee. In accordance with the By-Laws, the Montgomery Airport Authority Board of Director's Members have approval authority for the Airport Rules & Regulations and Minimum Standards. Notice of proposed amendments to these Minimum Standards will be placed on the airport web site.

   Copies of the proposed amendment will be available for review in the Airport Executive Offices during regular business hours. A comment period of not less than 30 days from the posting of the notice will be allowed. Comments must be made in writing to the Executive Airport Director and received by Airport Administration within the comment period.

   All comments will be considered prior to releasing changes. All comments to the amendments will be held at an MGM Board of Directors Meeting. If the amendment is to be adopted, the Executive Airport Director will have the amendment incorporated in the next update to the Minimum Standards. Approved amendments will become effective in not less than ninety (90) days.

2. Appeals to amendments to the Minimum Standards should be made to the Executive Airport Director. Objections should be in writing, include the name and address of the person making the objection, clearly state the objection. and be made within thirty (30) days of the effective date of the amendment.

Section 2. Minimum Standards for All Activities

1. No Person may conduct a Commercial Aeronautical Activity at the Montgomery Regional Airport without an Agreement from the Executive Airport Director. This Agreement may be a Permit or a Lease.

2. Leases shall be for a term to be mutually agreed upon between the persons with due consideration for the financial investment and the need to amortize improvements to the leasehold, which may include options to extend. Any extensions or renewals to a Lease term shall be at the discretion of the Authority. The rental rates for any renewal periods will be decided by the MAA Board of Directors prior to the termination of the primary term of the Lease. In no event shall the rental rate as adjusted for any year of the term of a Lease be less than the amount paid for the immediately prior year. The Authority shall determine all rental rates in accordance with Federal Aviation Administration guidelines and policies.

3. Any prospective Operator seeking to conduct Commercial Aeronautical Activities at the Airport should demonstrate that they have adequate resources to mee the applicable Minimum Standards.

4. The Authority requires suppliers, contractors, Lessees, consultants, and Permittees to maintain insurance covering them against claims or judgments arising from their products or activities for the Authority. The insurance is to be extended to protect the Authority. The Authority also requires the responsible person to defend, indemnify, and hold harmless the Authority for losses arising out of the activities, services, or products of its suppliers, contractors, lessees, and consultants. This indemnification agreement is a second source of protection, in addition to insurance purchased by the other person.

5. All prospective Operators shall demonstrate satisfactory evidence of their ability to acquire insurance coverage stipulated for each operation. Amounts stipulated are stated to provide a minimum guideline and may not meet the requirements of specific operations. Each Operator should also make their own evaluation to ensure adequate coverage. However, such policies of insurance shall be maintained in full force and effect during all terms of existing Agreements, or renewals and extensions thereof. The Operators shall require their insurance carrier to notify the Executive Airport Director (30) days prior to cancellation of any policy. Such policies shall not be for less than the amounts listed in the following paragraphs: however, in all cases, amounts of policies must meet the statutory requirements of Law. Insurance requirements for specific Aeronautical Activities are covered in the section of these Minimum Standards covering that activity. A matrix of required insurance coverage is also included as Appendix B.

6. All Operators shall have permanent facilities of the type and size specified for the Aeronautical Activity..

7. Any Person desiring to construct, install, erect, or modify any building, sign, structure, facility, or equipment on the Airport shall be required to submit a copy of the plans and specifications for the same containing at a minimum, a general layout, drawn to scale,

showing the parcel of land actually required for the construction of such building or facility in addition to the portion of the property to be occupied by the building or facility proper, detailed drawings of the modification to any existing structure or equipment, specifications as to the construction desired, and a plan for the security of the construction area and adjoining AOA or other Airport security areas, to the Executive Airport Director for review and approval from the Montgomery Airport Authority. Approval must be received before submitting the plans to the City of Montgomery for any required permits.

8. All buildings, improvements, and facilities constructed, installed, erected, or modified on the Airport shall conform to the requirements of the FAA, the State of Alabama, the City of Montgomery, Montgomery County, the Airport, and all applicable building codes, and be approved by the Executive Airport Director, whether or not building permits are required. In the event building permits are not required, approval must be obtained from the Executive Airport Director prior to scheduling any work to commence. All improvements, including without limitation extending taxiways, roadways, and/or utility services shall be the responsibility of the Operators unless otherwise negotiated with the Authority.

9. All improvements of any kind shall become part of the land that belongs to the MAA upon expiration, termination, or cancelation of any lease, permit, or other agreement covering such improvements.

Section 3. Application and Qualifications

1. Any Commercial Aeronautical Activity conducted at the Airport requires an Agreement between the prospective Operator and the Authority. Demonstration of intent to conduct a Commercial Aeronautical Activity at the Airport shall be by application to the Executive Airport Director. The application shall consist of a written proposal to the Executive Airport Director and contain at a minimum:

   A. The proposed nature of the prospective Operator with the names of all persons including partners, directors, and/or corporate officers and those who will be managing the prospective Operator.

   B. A current audited financial statement attested to as true and correct by an appropriate officer of the prospective Operator.

   C. A listing of assets owned, or being purchased, or leased which will be used by the prospective Operator in the Commercial Aeronautical Activity.

   D. Written authorization from the prospective Operator for the Executive Airport Director to obtain an independent credit report.

   E. An agreement to provide a performance bond or suitable guarantee of adequate funds to the Montgomery Airport Authority.

   F. A written authorization for the Federal Aviation Administration (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 relating to the applicant or its operation. The prospective Operator will execute such forms, releases, or discharges as may be required by those agencies.

   G. Preliminary plans, and dates for any improvements which the prospective Operator intends to make on the Airport as part of the activity for which approval is sought.

   H. Proof of ability to obtain the required liability insurance coverage for the Commercial Aeronautical Activity.

2. Requests for Permits, as needed, are presented to the Facilities Operations, and Maintenance Manager, and then submitted for approval to the Executive Airport Director. The information required differs depending on the Permit.

3. Requests for Proposal (RFP) for specialized services may be offered at various times. These RFPs will have their own information requirements that may supplement or replace those found in this section.

Section 4. Action on Application

1. All completed proposals will be reviewed and acted upon within (60) days from receipt of application.

2. Applications may be approved if the following requirements are met:

   A. The application meets qualifications, standards, and requirements established by these Minimum Standards.

   B. The prospective Operator's proposed operations or construction will not create a safety hazard on the Airport.

   C. The granting of the application will not require the significant expenditure of Authority 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 Authority.

   D. There is appropriate or adequate space available or building on the Airport to accommodate the entire proposed Commercial Aeronautical Activity.

   E. The proposed Airport development or construction complies with the Airport Master Plan and/or the Airport Layout Plan (ALP).

   F. The development or use of the area requested will not result in a congestion of Aircraft or buildings, undue interference with the operations of any present Operator on the Airport, problems in connection with air traffic or service, or prevention of free access and egress to the existing AOA, .

   G. Any Person applying, or interested in the prospective Operator, has not supplied false information, or has not misrepresented any material fact in the application or in supporting documents, or has not failed to make full disclosure on the application.

   H. Persons applying, or having an interest in the prospective Operator, has not defaulted in the performance of any Agreement with the Authority, or any agreement at any other airport.

   I. The prospective Operator is sufficiently creditworthy and responsible in the judgment of the Executive Airport Director to provide and maintain the Commercial Aeronautical Activity to which the application relates and to promptly pay amounts due under the Agreement.

   J. The prospective Operator has the financial resources necessary to conduct the proposed Commercial Aeronautical Activity for a minimum period of (6) months.

K. The prospective Operator has not committed any crime, or violated any local ordinance rule or regulation which adversely reflects on its ability to conduct the Commercial Aeronautical Activities applied for.

3. The Authority may reject an application for any of the following reasons:

A. The prospective Operator, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority.

B. The proposed Commercial Aeronautical Activities and/or improvements will create a safety or security hazard at or on the Airport.

C. The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed Commercial Aeronautical Activities and/or improvements that the Authority is unwilling and/or unable to spend.

D. The proposed Commercial Aeronautical Activities and/or improvements will result in a financial loss or hardship to the Authority.

E. No appropriate, adequate, or available land and/or improvement exists at the Airport to accommodate the proposed Commercial Aeronautical Activities (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable period of time.

F. The proposed Commercial Aeronautical Activities and/or improvements do not comply with the Master Plan or Airport Layout Plan currently in effect or anticipated to be in effect within the period of time proposed.

G. The proposed Commercial Aeronautical Activities and/or improvements will result in congestion of Aircraft, unduly interfere with activities of any existing Operator or Airport Tenant and/or prevent adequate access to the leased premises of any existing Operator, in the sole discretion of the Authority.

H. The prospective Operator has intentionally or unintentionally misrepresented or omitted a material fact in a proposal, on an application, and/or in supporting documentation.

I. The prospective Operator has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

J. The prospective Operator or an officer, director, agent, representative, shareholder, or employee of the prospective Operator has a record of violating the regulatory measures of the Authority, any other airport sponsor, the FAA, or any other Applicable Laws.

K. The prospective Operator or an officer, director, agent, representative, shareholder, or employee of the entity has ever defaulted in the performance of any Agreement at the Airport or at any other airport.

L. The prospective Operator does not demonstrate adequate financial capacity or responsibility to undertake the proposed Commercial Aeronautical Activities and/or improvements.

M. The prospective Operator cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed Commercial Aeronautical Activities and/or improvements.

N. The prospective Operator or an officer, director, or shareholder has been convicted of a felony.

O. The prospective Operator seeks terms and conditions which are inconsistent with the Authority's policies and/or as stated in any request for qualifications and/or proposals issued by the Authority.

4. If the application is denied by the Executive Airport Director, the applicant may appeal the denial to the Authority. The appeal shall be in the same format and follow the same procedures as an appeal of an amendment as outlined in Section 1.3.

Section 5. Fixed Base Operator (FBO)

Section 5.1 Statement of Concept

A Fixed Base Operator (FBO) sells aviation Fuels, lubricants, provides mechanic and other services supporting itinerant Aircraft operations and operations of Aircraft based on the Airport.

Section 5.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, an Operator conducting aviation Fuel and oil sales to the public must adhere to the following minimum standards:

1. Minimum grades of aviation Fuel offered shall be aviation gasoline and Jet A.

2. The Operator must maintain an adequate inventory of generally accepted grades of aviation engine oil and lubricants.

3. The Operator must maintain oxygen dispensing and servicing for low pressure and high-pressure gaseous oxygen. Only Aviator's Breathing Oxygen quality oxygen shall be offered.

4. All Fuel dispensing equipment must meeting all applicable Federal, State of Alabama, Montgomery County, and Montgomery Airport Authority requirements for each type of Fuel dispensed. The Operator must maintain at least one (1) mobile dispensing truck with a minimum of 750 gallons of aviation gasoline (Avgas) and one (1) truck with a minimum of 1,500 gallons of jet Fuel. If additional grades are offered, at least one additional truck per grade will be required. All dispensing equipment, whether fixed or mobile shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment and meet all applicable FAA requirements.

5. All Fuel dispensing equipment and Fueling Operations will comply with Applicable Law, FAA Advisory Circulars, and applicable National Fire Protection Association standards.

6. A total combined storage capacity for all grades of Fuel stored on the Airport of 100,000 gallons, including Fuel contained in mobile units. Fuel storage shall contain safety fixtures and filtration systems to ensure ATA specs.

7. All Fuel storage tanks shall be above ground units and shall meet all applicable Federal, State of Alabama, Montgomery County, and Authority regulations for the storage of Fuel and petroleum products. Fuel storage tanks must include adequate Fuel spill prevention features and containment capabilities, together with an approved Fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable. Storage of other materials deemed hazardous shall be in containers or lockers meting all applicable Federal State of Alabama, Montgomery County, and Authority regulations for the storage of Hazardous materials.

8. An FBO may maintain an area for Self-Fueling.

9. The lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste. The stacking and storage of crates, boxes, barrels, and other containers will not be allowed within leased premises.

10. Properly trained personnel of a quantity to meet all operational requirements normally expected. The FBO shall establish and carry out all operations in accordance with procedures sufficient to provide the services required and safely store, dispense, and handle fuel, lubricants, and oxygen on the Airport.

11. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits. This coverage is required when the FBO has employees, regardless of the number.

    B. Comprehensive Airport Liability Insurance - $5,000,000 general aggregate providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury.

    C. Hangar Keeper's Liability- $5,000,000 aggregate for property damage to non-owned aircraft while in their care, custody, and control while not in flight. If the FBO chooses to provide service to the Airlines, then the minimum requirement is $10,000,000 aggregate.

    D. Aircraft Liability - $1,000,000 general aggregate for any flight operations.

    E. Environmental Impairment Liability- $1,000,000 per incident, $2,000,000 aggregate, applicable for all hazardous substances, including, but not limited to, waste oil, solvents, detergents, waste fuel, and used oil filters.

    F. Commercial Automobile Liability Insurance - $1,000,000 per accident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles. Coverage must be rated for vehicles transporting hazardous materials.

Section 5.3 Services

An FBO shall provide, at a minimum, the following services:

1. Fuel, parking, hangar, and tie-down for Small Aircraft.

2. Maintenance, repair, and servicing of general aviation aircraft, aircraft engines and parts.

3. No less than twelve (12) hours of line service per day, seven (7) days per week, including all holidays. Line service shall consist of, at a minimum, parking, tie-down, servicing, starting, towing, and courtesy shuttle service to the Passenger Terminal.

4. Service equipment necessary to properly provide support for Aircraft including, but not limited to: fire extinguishers, Aircraft tugs, ground power starter, auxiliary power units, and oxygen servicing equipment.

5. Courtesy passenger transportation services between the FBO's facilities and airline passenger terminal.

6. Emergency service to disabled Aircraft on the Airport including towing or transporting disabled Aircraft to the FBO's premises at the request of the Owner or pilot of the disabled Aircraft or the Executive Airport Director. Movement of any disabled aircraft shall be at the expense of the Aircraft Owner. The Authority bears no liability for moving an aircraft.

Section 5.4 Facilities

An FBO shall lease from the Authority a minimum of five acres and thereon lease or construct the following facilities:

1. A building or buildings which will provide a minimum of 5,000 SF of properly lighted and heated space to perform work, a public waiting area, pilot's lounge separate from public waiting areas, including a flight planning area that has all items necessary for complete flight planning and sanitary restroom facilities.

2. A separate hangar facility of a minimum of 5,000 SF of properly lighted and heated space to perform work, Aircraft storage, parts storage, office space and sanitary rest rooms.

3. A paved Apron of not less than 50,000 SF or an area sufficient to maneuver and tie down 20 Small Aircraft, whichever is greater.

4. A paved area sufficient to park and maneuver as specified by code for employee and customer parking.

Section 6. Self-Service and Self-Fueling

Section 6.1 Statement of Concept

1. Owners and lessees of Aircraft operating from the Airport may desire to provide their own Aircraft services. Self-Service and Self-Fueling are not Commercial Aeronautical Activities. However, those desiring to Self-Service and/or Self-Fueling should present their request to the Executive Airport Director and must execute an Agreement with the Authority.

2. All Self-Service and/or Self-Fueling must comply with this Section 6 and all Applicable Law.

Section 6.2 Minimum Standards

1. The dispensing of Fuel must comply with all Applicable Laws, FAA Advisory Circulars, NFPA standards, and American Standard Testing Method (ASTM) D-910 for Avgas, ASTM 0-1655 for Jet Fuel, and ASTM D-439-58 for Mogas, which shall be determined at the time of delivery into the Aircraft. The products and Equipment must meet all Applicable Laws and all industry standard testing requirements.

2. Prior to Self-Service and/or Self-Fueling of any Aircraft, the person shall provide to the Executive Airport Director a copy of the FAA's Aircraft registration certificate for that Aircraft verifying sole ownership by the person, or proof of being the lessee of said Aircraft.

3. All Persons Self-Servicing and/or Self-Fueling will be governed by an agreement and signed by the Executive Airport Director. The Authority may impose an annual fee, a fuel flowage fee, facility fee, ground lease, and/or infrastructure fee depending on the particular Agreement.

4. Self-Service and Self-Fueling shall occur only in approved areas or areas specifically designated by the Executive Airport Director for such purposes.

5. Fixed Fuel tank storage may be authorized by the Executive Airport Director. The location must be specified in the request. All Fuel tanks, any associated piping, and the Fuel dispensing equipment will be aboveground and will meet all applicable law and NFPA codes for fuel tanks. The tank will hold a minimum of 500 gallons.

6. The Aircraft Fuel storage and dispensing Equipment shall meet all Applicable Laws, including, but not limited to the FAA Advisory Circular 150/5230-4, as now or hereafter amended.

7. Persons or their designee shall maintain a log of the type and amount of Fuel dispensed into its Aircraft, with said log to be available for review by the Executive Airport Director upon request. A person shall report the type and amount of Fuel dispensed during each

calendar month and submit such report and the appropriate Fuel flowage fees to the Executive Airport Director on or before the 10th day of each subsequent month.

8. Person shall be responsible for the payment of the appropriate federal and state taxes on aviation Fuels, and for all reports required by the Internal Revenue Service and shall comply-with all applicable federal statutes and regulations, including, but not limited to, those promulgated by the FAA.

9. Provide the minimum insurance coverage in amounts not less than the following:

   A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

   B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate.

   C. Environmental Impairment Liability - $1,000,000 per incident/$2,000,000 aggregate, applicable for all hazardous substances, including, but not limited to, waste oil, solvents, detergents, waste fuel, and used oil filters.

   D. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles. Coverage must be rated for vehicles transporting hazardous materials.

10. Persons or designees who do not have written permission from an FBO to Self-Fuel on the FBO's leased premises shall coordinate with and receive written permission from the Executive Airport Director for the location of, and access routes to an alternative fueling location.

11. Persons are required to be knowledgeable of and comply with the Airport's Storm Water Pollution Prevention Plan and Spill Prevention and Cleanup Plans.

Section 7. Airframe and Powerplant Specialized Aviation Service Operation (SASO)

Section 7.1 Statement of Concept

An Aircraft Airframe and Powerplant Specialized Aviation Service Operation (SASO) provides one or a combination of airframe, engine, and accessory repairs on Aircraft. This category shall also include the sale of Aircraft parts and accessories. Usually, this type of repair is performed on the Aircraft, although it may also include the bench repair of items removed from an Aircraft that are intended to be replaced on that Aircraft.

Section 7.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Authority, an Operator conducting Aircraft servicing to the must meet the following minimum standards:

1. Emergency service to disabled Small Aircraft on the Airport including towing or transporting disabled Aircraft to the Operator's leased premises at the request and expense of the Owner, pilot, or the Executive Airport Director.

2. Operators may provide services to a scheduled Air Carrier.

3. Maintain hour(s) of operation sufficient to meet public demand, but not less than eight (8) hours per day, five days per week. Have on duty not less than one person who holds an FM Airframe, Powerplant, or Aircraft Inspector Rating.

4. Provide the minimum insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate.

    C. Hangar Keeper's Liability - $2,000,000 per occurrence for property damage to non-owned aircraft while in their care, custody and control while not in flight.

    D. Aircraft Liability - $1,000,000 general aggregate, applicable if pickup and delivery services and/or maintenance test flights are performed.

    E. Environmental Impairment Liability - $1,000,000 per incident/$2,000,000 general aggregate, applicable for all hazardous substances, including, but not limited to, waste oil, solvents, detergents, waste fuel, and used oil filters.

    F. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 7.3 Facilities

The Operator shall lease sufficient land from the Authority to lease or construct the following facilities:

1. A building which will provide a minimum of 4,800 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting room area which includes sanitary restroom facilities.

2. A paved Apron that is sufficient to tie down and maneuver four Small Aircraft or 10,000 SF, whichever is greater.

3. A paved parking area sufficient to park and maneuver per code for customer and employee parking.

4. With the prior written permission of the Executive Airport Director, these requirements may be satisfied with a sublease of such space from an existing Operator.

Section 8. Aircraft Component Specialized Aviation Service Operation (SASO)

Section 8.1 Statement of Concept

An Aircraft Component Specialized Aviation Service Operation (SASO) provides avionics, instrument, propeller, or other Aircraft component repair services. Usually, the component is removed from the Aircraft for repair at another facility and sent to this type of repair shop for repair or overhaul. Removal and replacement of components is covered under Section 7 Airframe and Powerplant SASO.

Section 8.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Authority, the Operator must meet the following minimum standards:

1. The Operator shall be certificated as a Repair Station with appropriate ratings by the FAA.

2. Sufficient trained personnel certificated by the FAA, in accordance with the terms of the Repair Station Certificate, to accomplish the work required.

3. Maintain sufficient hours of operation to meet public demand, but not less than eight hours per day, five days per week.

4. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate, providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury.

    C. Hangar Keeper's Liability- $500,000 per occurrence for property damage to non-owned aircraft while in their care, custody, and control while not in flight or comparable bailees coverage for the personal property of others in the care, custody, and control of the shop owner.

D. Aircraft Liability- $1,000,000 general aggregate, applicable if pickup and delivery services and/or maintenance test flights are performed.

E. Commercial Automobile Liability Insurance - $1,000,000 per accident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 8.3 Facilities

The Operator shall lease from the Authority sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of 1,500 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area which includes a sanitary restroom.

2. A paved Apron that is sufficient to tie down, park, and maneuver a minimum of two Small Aircraft or 3,000 SF, whichever is greater.

3. A paved parking area sufficient to park and maneuver five (5) vehicles for customer and employee parking.

4. With the prior written permission of the Executive Airport Director, these requirements may be satisfied with a sublease of such space from an existing Operator.

Section 9. Aircraft Rental Specialized Aviation Service Operation (SASO)

Section 9.1 Statement of Concept

An Aircraft Rental Specialized Aviation Service (SASO) engages in the rental or lease of Aircraft to the public.

Section 9.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Authority, the Operator must meet the following minimum standards:

1. A minimum of three single or multi engine certificated and currently airworthy Aircraft either owned or under written lease to the Operator.

2. A minimum of one currently certificated pilot, with appropriate ratings, including instructor rating, on duty during regular business hours.

3. Maintain hours of operation sufficient to meet public demand.

4. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate, providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury

        (7) Negligent Instruction

    C. Aircraft Liability Insurance- $1,000,000 aggregate plus $100,000 per passenger.

    D. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 9.3 Facilities

The Operator shall lease from the Authority sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of 2,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area which includes a sanitary restroom.

2. A paved Apron that is sufficient to tie down, park, and maneuver a minimum of three (3) small Aircraft or 5,000 SF, whichever is greater. In the event the Operator desires to tie down or display additional Aircraft, the space requirement will be determined at the sole discretion of the Executive Airport Director.

3. A paved parking area sufficient to park and maneuver five (5) vehicles for customer and employee parking.

4. With the prior written permission of the Executive Airport Director, these requirements may be satisfied by a sublease of such space from an existing Operator.

Section 10. Flight Training Specialized Aviation Service Operation (SASO)

Section 10.1 Statement of Concept

A Flight Training Specialized Aviation Service (SASO) 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 to taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

Section 10.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Authority, the Operator must meet the following minimum standards:

1. Hold the appropriate Flight Training Certificate as required in Federal Aviation Regulations (FAR) Part 61 or Part 141. A copy of the certificate shall be required at execution of the Agreement and shall be provided to the Authority.

2. A minimum of two single or multi-engine certificated and currently airworthy, properly equipped Aircraft, either owned or under written lease to the Operator.

3. A minimum of one currently certificated pilot, with appropriate ratings, including instructor rating, on duty during regular business hours.

4. Maintain hours of operation sufficient to meet public demand.

5. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance- $1,000,000 general aggregate, providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury

        (7) Negligent Instruction

C. Aircraft Liability Insurance - $1,000,000 aggregate plus $100,000 per passenger.

D. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 10.3 Facilities

The Operator shall lease from the Authority sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of 2,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area which includes a sanitary restroom,

2. A paved Apron that is sufficient to tie down, park, and maneuver a minimum of three (3) small Aircraft or 5,000 SF, whichever is greater. In the event the Operator desires to tie down or display additional Aircraft the space requirement will be determined at the sole discretion of the Executive Airport Director.

3. A paved parking area sufficient to park and maneuver five (5) vehicles for customer and employee parking.

4. With the prior written permission of the Executive Airport Director, these requirements may be satisfied by a sublease of such space from an existing Operator.

Section 11. Aircraft Sales Specialized Aviation Service Operation (SASO)

Section 11.1 Statement of Concept

An Aircraft Sales Specialized Aviation Service Operation (SASO) engages in the purchasing and selling of new and/or used Aircraft through various methods including matching potential customers with an Aircraft (brokering), assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

Section 11.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Authority, the Operator must meet the following minimum standards:

1. Operator shall become authorized dealers or distributors for an Aircraft manufacturer.

2. Available or on-call a minimum of one current model demonstrator and provide for demonstration of additional models of the manufacturer for which a dealership is held.

3. A minimum of one currently certificated pilot, with appropriate ratings for the Aircraft to be demonstrated.

4. An agreement with an approved repair or overhaul facility to provide for the sale and repair of parts and accessories for Aircraft, Aircraft engines, power plants, and appliances commensurate with the guarantee and warranty on new and used Aircraft.

5. Maintain hours of operation sufficient to meet public demand.

6. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate, providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury

(7) Negligent Instruction

C. Hangar Keepers Liability- $1,000,000 per incident if aircraft are being sold on consignment.

D. Aircraft Liability Insurance - $1,000,000 aggregate if demonstration flights are performed.

E. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 11.3 Facilities

The Operator shall lease from the Authority sufficient land to lease or construct the following facilities.

1. A building which will provide a minimum of 2,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area which includes sanitary restroom facilities.

2. A paved Apron that is sufficient to tie down, park, and maneuver a minimum of three (3) Small Aircraft or 5,000 SF, whichever is greater. In the event the Operator desires to tie down or display additional Aircraft, the space requirement will be determined at the sole discretion of the Executive Airport Director.

3. A paved parking area sufficient to park and maneuver five (5) vehicles for customer and employee parking.

4. With the prior written permission of the Executive Airport Director, these requirements may be satisfied by a sublease of such space from an existing Operator.

Section 12. Bulk Aircraft Storage Specialized Aviation Service Operation (SASO)

Section 12.1 Statement of Concept

A Bulk Aircraft Storage Specialized Aviation Service Operation (SASO) engages in the rental of conventional hangars or multiple T-hangars.

Section 12.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Airport, the Operator must meet the following minimum standards:

1. Have storage facilities available for its tenant's Aircraft removal and storage on a continuous basis.

2. Provide sufficient trained personnel to meet all requirements for the storage of Aircraft with appropriate equipment.

3. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate, providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury

    C. Hangar Keepers Liability - $10,000,000 per incident.

    D. Environmental Impairment Liability - $1,000,000 per incident/ $2,000,000 aggregate if the SASO performs fuel and/or maintenance. This includes all hazardous substances.

    E. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 12.3 Facilities

The Operator shall lease from the Authority sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of five (5) nested T-Hangars of storage space and a properly lighted and heated office, and public waiting area which includes sanitary restroom facilities.

2. A paved Apron that is sufficient to tie down, park, and maneuver a minimum of three (3) Small Aircraft or 5,000 SF, whichever is greater, for a bulk hangar. In the event the Operator desires to tie down or display additional Aircraft, the space requirement will be determined at the sole discretion of the Executive Airport Director.

3. A paved parking area sufficient to park and maneuver five (5) vehicles for customer and employee parking.

Section 13. Air Taxi/Charter Operations Specialized Aviation Service Operation (SASO)

Section 13.1 Statement of Concept

An unscheduled, or scheduled Air Taxi/Charter Operation SASO engages in the Business of providing air transportation (Persons or property) to the public for hire, on an unscheduled or scheduled basis, excluding Air Carriers certificated under FAR Part 121. Air Taxi Operations include Air Ambulance Operations.

Section 13.2 Minimum Standards

Except as otherwise provided in any Agreement between the Operator and the Authority, an Operator shall meet the following minimum standards:

1. Be properly certificated for the type of air taxi/charter operations being conducted.

2. Maintain sufficient hours of operation to meet public demand.

3. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate, providing for the following coverage:

        (1) Airport Operations (Premises/Operations)

        (2) Products/Completed Operations

        (3) Contractual Liability

        (4) Fire Legal Liability

        (5) Medical Payments Coverage

        (6) Personal Injury

    C. Aircraft Liability Insurance - $1,000,000 aggregate for single engine piston powered aircraft and $3,000,000 aggregate for twin engine piston powered or turbine powered aircraft.

    D. Environmental Impairment Liability - $1,000,000 per Incident/ $2,000,000 aggregate if the SASO performs fuel and/or maintenance. This includes all hazardous substances.

E. Commercial Automobile Liability Insurance - $1,000,000 per incident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 13.3 Facilities

The Operator shall lease from the Authority sufficient land to lease or construct the following facilities:

1. A building which will provide a minimum of 2,000 SF of properly lighted and heated space to provide storage, office space, and a public waiting area which includes sanitary restroom facilities.

2. A paved Apron that is sufficient to tie down, park, and maneuver a minimum of three (3) small Aircraft or 5,000 SF, whichever is greater. In the event the Operator desires to tie down additional Aircraft, the space requirement will be determined at the sole discretion of the Executive Airport Director.

3. A paved parking area sufficient to park and maneuver ten (10) vehicles for customer and employee parking.

4. With the prior written permission of the Executive Airport Director, these requirements may be satisfied by a sublease of such space from an existing Operator.

Section 14. Flying Club Specialized Aviation Service Operation (SASO)

Section 14.1 Statement of Concept

Flying Club Specialized Aviation Service Operation (SASO) are organized groups of individuals who band together for the purpose of sharing expenses of owning and operating an Aircraft. While a Flying Club may provide its members many of the same services as a commercial Operator, they may not provide any Commercial Aeronautical Activities to the public.

Section 14.2 Minimum Standards

All Flying Clubs desiring to base their Aircraft at Montgomery Regional Airport shall:

1. Be a registered not-for-profit corporation with the State of Alabama.

2. Each member shall be a bona fide Owner of the Aircraft or a member of the not-for-profit corporation. The property rights of the members of the Flying Club shall be equal and no part of the net earnings of the club will insure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its Aircraft than the amount necessary for the operations, maintenance and replacement of its Aircraft.

3. The Flying Club's Aircraft shall not be used by other than bona fide members for rental and by no one for commercial purposes. Flying Clubs may not offer or conduct any Commercial Aeronautical Activities. Flying Clubs may not conduct Aircraft flight instruction except for regular members, and only members of the flying club may operate the Aircraft.

4. The Flying Club shall furnish the Authority a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster or list of members, including names of officers and directors, to be revised on a semi-annual basis. The Flying Club shall provide number and type of aircraft; evidence that ownership is vested in the Flying Club and the operating rules of the Flying Club. The books and other records of the Flying Club shall be available for review at any reasonable time by the Authority.

5. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Aircraft Owners Aviation Liability Insurance - $100,000 per person, $300,000 per occurrence, $100,000 for property damage, or $3,000,000 Combined Single Limit. The policy shall include an endorsement for passenger/occupants and a premises liability endorsement.

    C. Personal Automobile Liability Insurance - $25,000 per person, $50,000 per accident Bodily Injury, $25,000 Property Damage or $50,000 Combined Single Limit shall be provided by each member operating their vehicle on Airport property.

Section 14.3 Facilities

1. A paved Apron that is sufficient to tie down, park, and maneuver minimum of three Small Aircraft or 5,000 SF, whichever is greater, or an area sufficient in size to tie-down and maneuver the number of aircraft owned by the Flying Club. In the event the Flying Club desires to tie down or display additional Aircraft, the space requirement will be determined at the sole discretion of the Executive Airport Director.

Section 15. Miscellaneous Specialized Aviation Service Operation (SASO)

Section 15.1 Statement of Concept

A miscellaneous specialized aviation service operation (SASO) includes those Commercial Aeronautical Activities that are too varied to reasonably permit the establishment of specific minimum standards for each. Some of the Commercial Aeronautical Activities in this category include but are not limited to:

1. Non-stop sightseeing flights that begin and end at Montgomery Regional Airport.

2. Crop dusting, seeding, spraying, and other agricultural operations.

3. Aerial photography or survey.

4. Power line or pipeline patrol.

5. Firefighting.

6. Blimp operations.

7. Cargo flights by non-tenants.

8. Aircraft painting.

Section 15.2 Minimum Standards

1. This Section shall only apply to those entities which are conducting regular and frequent Commercial Aeronautical Activities, in the sole opinion of the Authority. The Authority may require that any Entity performing any Commercial Aeronautical Activity at or from the Airport comply with the Minimum Standards, whether or not that entity or its Aircraft are based at the Airport.

2. Entities shall meet the general requirements applicable to Operators in these Minimum Standards as well as the rest of this Section 15. The Authority shall determine whether the Operator shall be subject to any additional requirements depending on the type of Aeronautical Activity.

3. An Agreement is required for Operators conducting Miscellaneous SASOs.

4. Maintain sufficient hours of operations to meet public demand.

5. Provide insurance coverage in amounts not less than the following:

    A. Workers' Compensation and Employers Liability Insurance - Statutory limits.

    B. Comprehensive Airport Liability Insurance - $1,000,000 general aggregate.

C. Aircraft Liability Insurance - $1,000,000 aggregate if business operates aircraft for any purpose.

D. Environmental Impairment Liability - $1,000,000 per incident/$2,000,000 aggregate if the SASO performs fuel and/or maintenance. This includes all hazardous substances.

E. Commercial Automobile Liability Insurance - $1,000,000 per accident for property damage and personal injury covering owned, non-owned, leased, rented, or hired vehicles.

Section 15.3 Facilities

1. Specialized Aviation Service Operation (SASO) activities are encouraged to be sub- lessees of existing FBOs.

2. The specific facility requirements shall be set forth in the applicable Agreement.

Section 16. Non-Airport Based Operators

Section 16.1 Statement of Concept

1. The Authority intends for all Operators to lease space at the Airport in the minimum area prescribed by the Minimum Standards. The purpose of this policy is to ensure that Operators do not attempt to gain an unfair competitive advantage by operating without a similar level of financial investment in the Airport and in their business operation as their competitors. Nevertheless, the Authority recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by a Person that does not lease space at the Airport (i.e., a Non-Airport-Based Operator).

2. A Non-Airport-Based aircraft mechanic may be permitted, subject to the provisions of Section 16.2 and all other applicable Minimum Standards, to provide certain specified maintenance services on aircraft located at the Airport. Similarly, an Independent Flight Instructor may be permitted, subject to the provisions of Section 16.3, to provide flight instruction at the Airport without leasing space at the Airport. These exceptions to the general principles stated above may be rescinded or modified by the Authority upon ninety (90) days' notice without formal amendment of these Minimum Standards.

Section 16.2 Non-Airport Based Mechanic Services

1. A Person providing only Non-Airport Based Mechanic Services shall not generally be required to lease space from the Authority or at the Airport on an exclusive basis.

2. A Person providing Non-Airport Based Mechanic Services shall hold an aircraft mechanic certificate with both the airframe and powerplant ratings issued by the FAA under 14 C.F.R. Part 65 and hold a current inspection authorization issued by the FAA under 14 C.F.R. Part 65.

3. A Person providing Non-Airport Based Mechanic Services shall obtain and have a current Permit issued by the Authority. Such Agreement shall be effective for the time which is demonstrated to be needed to perform the required services but in no event shall be effective for more than one (1) year.

4. A Person providing Non-Airport Based Mechanic Services shall comply with all applicable Minimum Standards and Rules and Regulations issued by the Authority, including providing proof of the insurance coverages required by these Minimum Standards.

5. A Person providing Non-Airport Based Mechanic Services shall conduct all work in a safe and reasonable manner.

6. A Person providing Non-Airport Based Mechanic Services shall comply with all directives given by the Airport Manager.

7. A Person providing Non-Airport Based Mechanic Services shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.

8. A Person providing Non-Airport Based Mechanic Services shall only provide services to an Airport tenant in such tenant's exclusively leased hangar. Notwithstanding the foregoing, minor maintenance *may* be performed in common use hangars (i.e., "community hangars") if the applicable tasks may be completed in a short period of time and without disruption of other tenants or the safe and efficient use of such hangars, as determined in the sole discretion of the City. In no event may annual inspections or heavy maintenance be performed in a common use hangar.

Section 16.3 Independent Flight Instructors

1. An Independent Flight Instructor that does not meet the requirements for a Flight School or does not otherwise exclusively lease space at the Airport will be permitted to provide aircraft flight instruction on a limited, part-time basis at times of their choosing with prior written authorization pursuant to a Permit with the Authority as set forth herein.

2. Prior to any flight instruction on the Airport, the proposed Independent Flight Instructor must provide, either separately or within the written Permit:

   A. A specific description of the flight instruction to be offered and the N-number of the aircraft to be used.

   B. A description of the area on the Airport where the flight instruction will be provided.

   C. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.

   D. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.

   E. A certification indemnifying and holding harmless the City for operations on the Airport.

   F. Written assurance that any flight training services shall be provided only on a part-time, independent basis.

3. The Permit issued to the Independent Flight Instructor shall be specifically limited to the conditions set forth above (e.g., the flight instruction shall only be provided using the named aircraft), and shall not exceed a term of one (1) year. If the Independent Flight Instructor intends to provide additional services, a new or amended Permit must be executed.

4. The Authority will reserve the right to terminate a Permit with a purported Independent Flight Instructor if it determines in its reasonable discretion that the operations of such

individual should be subject to the requirements for a Flight Training SASO. This includes, but is not limited to, the use of multiple aircraft, hiring of dedicated flight instructors, or public marketing of flight training services, all of which are inconsistent with operation as an Independent Flight Instructor.

Appendix A. Definitions

1. Aeronautical Activity - Any activity conducted at airports 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. These activities include, but are not limited to: Air carrier operations, air taxi and charter operations, air courier services, pilot training, aircraft renting, flying clubs, sightseeing, aerial photography, aerial surveying, agricultural operations, blimp operations, aircraft sales (new or used), sale of aviation petroleum products, dispensing of aviation petroleum products, aircraft servicing, repair and maintenance of aircraft, repair and maintenance of aircraft components, repair and maintenance of avionics components or systems, sale of aircraft parts or avionics components, aircraft storage, and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

2. Agreement - A written Lease, license, Permit, or other form of authorization by the Authority to conduct a specific Commercial Aeronautical Activity on the Airport.

3. Air Carrier - Any Person who undertakes directly by lease, or other arrangement. to engage in air transportation under FAR Part 121. This shall include the operation of any Commercial Aircraft for the purpose of transporting passengers, mail, express freight or cargo, whose operation is either interstate or intrastate and in compliance with all of the federal regulations covering or pertaining to the operation of same.

4. Air Taxi (Commuter) - Aircraft operated by the holder of an Air Taxi (Commuter) Operating Certificate which authorizes the carriage of passengers, mail, or cargo for revenue in accordance on a scheduled or unscheduled basis, but is not an Air Carrier

5. Aircraft - Any machine that can derive support in the atmosphere from the reactions of the air other than the reactions of the air against the earth's surface including, but not limited to, powered fixed wing airplanes, helicopters, dirigibles or blimps, and unpowered gliders and hot air balloons.

6. Airport - The entire real property owned, leased, or used by the Montgomery Airport Authority and under the control of the Montgomery Regional Airport, located in the city limits of Montgomery, Alabama, and Montgomery County and/or the Montgomery Airport Authority as the context may permit or allow.

7. Air Operations Area (AOA) - All airport areas where aircraft can operate, either under their own authority or while in tow. The AOA includes runways, taxiways, and apron areas.

8. Applicable Law - All applicable provisions of federal, state, and local laws, statutes, ordinances, rules, and regulations.

9. Apron -An area intended to accommodate Aircraft for purposes of loading or unloading passengers or cargo, refueling, parking or maintenance.

10. Commercial Aeronautical Activity – An Aeronautical Activity conducted for compensation or consideration of any kind.

11. Club Aircraft -Aircraft owned and operated by a Flying Club.

12. Executive Airport Director - The person employed and authorized by the Montgomery Airport Authority to be the Chief Administrative Officer of the Airport and who is responsible to the Montgomery Airport Authority Board of Directors with duties and responsibilities to direct all administrative, operational, financial. And other matters at the Airport. The term also includes any person appointed as the Executive Airport Director's designated representative.

13. FAA - The U.S. Department of Transportation's Federal Aviation Administration.

14. Federal Aviation Regulations (FAR) - Title 14 of the Code of Federal Regulations regarding aeronautics and space. A codification of the general and permanent rules published by the office of the federal register by the executive department and the Federal Aviation Administration.

15. Flying Club - A non-commercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

16. Fuel - Any petroleum product used for the purpose of providing propulsion to an Aircraft.

17. Fueling Operation - Dispensing of fuel into aircraft.

18. Fixed-Base Operator (FBO) - An Operator meeting the standards and providing the services set forth in Section 5 of these Minimum Standards.

19. Lease - A written, negotiated, contractual agreement between the Authority and a Person which grants a right of possession to a portion of the Airport and may grant the right to conduct Commercial Aeronautical Activities.

20. Master Plan - The current Airport Master Plan report including the Airport Layout Plan, indicating current and proposed usage for each identifiable segment as approved by the Authority, State, and FAA.

21. Minimum Standards - The qualifications or criteria which may be established by the Airport as the minimum requirements that must met by Operators engaged in Aeronautical Activities in exchange for the right to conduct those activities.

22. Non-Airport-Based Operator – An Person not leasing property at the Airport but with a Permit authorizing it to perform limited Commercial Aeronautical Activities at the Airport.

23. Operator - A Person engaging in a Commercial Aeronautical Activity on the Airport.

24. Owner - A party that possesses the exclusive right to hold, use, benefit from, enjoy, convey, transfer, and otherwise dispose of an asset or property.

25. Permit - A non-negotiated agreement to allowing the permittee to conduct a Commercial Aeronautical Activity on the Airport without leasing property from the Authority.

26. Person - An individual, corporation, government or governmental subdivision, partnership, association, or any other legal entity, or any representative thereof.

27. Ramp - See Apron.

28. Refueling Vehicle - Any vehicle used for transporting, handling, or dispensing of fuel, oils, and lubricants for Aircraft.

29. Rules & Regulations - The specifications, conditions, and standards applicable to all users of the Montgomery Regional Airport and Airport facilities as set forth herein and shall include any amendments as made from time to time. The Rules & Regulations and Minimum Standards are published under separate covers and are available from Airport Administration or Airport Operations upon request.

30. Self-Fueling - Fueling of an Aircraft by the Owner of the Aircraft with his or her own employees and using his or her own equipment.

31. Self-Servicing - Servicing of an aircraft by the Owner of the Aircraft or the Owner's employee. Self-service includes activities such as adjusting, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the Aircraft Owner or his/her employees with resources supplied by the Aircraft Owner.

32. Small Aircraft - an aircraft of 12,500 pounds or less maximum certified takeoff weight.

33. Specialized Aviation Service Operations (SASO) - SASOs are sometimes known as single-service providers or special FBOs performing Commercial Aeronautical Activities that do not includes Fueling Operations.

Tenant - Any Person or firm authorized to exclusively occupy specific premises on the Airport by virtue of an Agreement with the Montgomery Regional Airport.

Appendix B. Insurance Matrix

This matrix is intended as an overview of required coverage. See the individual sections for specific requirements

Section/Activity	Workers Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability	Personal Automobile Liability
Section 5: **Fixed Based Operator (FBO)**	Statutory Limits	$5,000,000 aggregate If FBO provides service to Airlines, then the minimum requirement is $10,000,000 aggregate	$5,000,000 aggregate If FBO provides service to Airlines, then the minimum requirement is $10,000,000 aggregate	$1,000,000 aggregate If any flight operations	$1,000,000 per incident $2,000,000 aggregate	$1,000,000 per incident Coverage must be rated for vehicles transporting hazardous material	Not Applicable
Section 6: **Self Servicing**	Statutory Limits	$1,000,000 aggregate	Not Applicable	Not Applicable	$1,000,000 per incident $2,000,000 aggregate	$1,000,000 per incident Coverage must be rated for vehicles transporting hazardous material	Not Applicable

Section/Activity	Workers Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability	Personal Automobile Liability
Section 7: Airframe and Powerplant SASO	Statutory Limits	$1,000,000 aggregate	$2,000,000 per occurrence	$1,000,000 Aggregate If I pick up or delivery service performed, or any test flig ts performed	$1,000,000 per incident $2,000,000 aggregate Applicable for all hazardous substances	$1,000,000 per incident	Not Applicable
Section 8: **Aircraft Component SASO**	Statutory Limits	$1,000,000 aggregate	500,000 per occurrence Or comparable bailees coverage for the personal property of others in the care, custody, and control of shop owner	$1,000,000 per aggregate If I pick up or delivery service performed, or any test flights performed	Not Applicable	$1,000,000 per incident	Not Applicable
Section 9: **Aircraft Rental SASO**	Statutory Limits	$1,000,000 aggregate Specifically including negligent instruction	Not Applicable	$1,000,000 aggregate plus $100,000 per passenger	Not Applicable	$1,000,000 per incident	Not Applicable
Section 10: **Flight Training SASO**	Statutory Limits	$1,000,000 aggregate Specifically including negligent instruction	Not Applicable	$1,000,000 aggregate plus $100,000 per passenger	Not Applicable	$1,000,000 per incident	Not Applicable

Section/Activity	Workers Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability	Personal Automobile Liability
Section 11: **Aircraft Sales SASO**	Statutory Limits	$1,000,000 aggregate Specifically including negligent instruction	$1,000,000 per incident If aircraft are being sold on consignment	$1,000,000 aggregate If demonstration flights are performed	Not Applicable	$1,000,000 per incident	Not Applicable
Section 12: **Bulk Aircraft Storage SASO**	Statutory Limits	$1,000,000 aggregate	$10,000,000 per incident	Not Applicable	$1,000,000 per incident $2,000,000 aggregate Applicable for SASO that performs fuel and/or maintenance. Includes all hazardous substances	$1,000,000 per incident	Not Applicable
Section 13: **Air Taxi/Charter Operations SASO**	Statutory Limits	$1,000,000 aggregate	Not Applicable	$1,000,000 aggregate single engine $3,000,000 aggregate twin/turbo engine	$1,000,000 per incident $2,000,000 aggregate Applicable for SASO that performs fuel and/or maintenance. Includes all hazardous substances	$1,000,000 per incident	Not Applicable

Section/Activity	Workers Compensation and Employers Liability	Comprehensive Airport Liability	Hangar Keepers Liability	Aircraft Liability	Environmental Impairment Liability	Commercial Automobile Liability	Personal Automobile Liability
Section 14 Flying Club SASO	Statutory Limits	Not Applicable	Not Applicable	Aircraft liability $100,000 per person, $300,000 per occurrence, $100,000 for property damage. The policy shall include endorsement for passengers and occupants and an airport premises liability endorsement	Not Applicable	Not Applicable	$25,000 per person, $50,000 per accident Bodily Injury $25,000 Property Damage or $50,000 Combined Single Limit provided by each member operating their vehicle on Airport property
Section 15: Miscellaneous Specialized Aviation Service Operations (SASO)	Statutory Limits	$1,000,000 aggregate	Not Applicable	$1,000,000 aggregate If business operates aircraft for any purpose	$1,000,000 per incident $2,000,000 aggregate Applicable for SASO that performs fuel and/or maintenance. Includes all hazardous substances	$1,000,000 per incident	Not Applicable
Section 16: Non-Based Operator	Statutory limits	$1,000,000 aggregate	Not Applicable	$1,000,000 aggregate If business operates aircraft for any purpose	Not Applicable	$1,000,000 per incident	Not Applicable