

City of Biddeford
Airport Commission

June 14, 2021 6:30 PM Council Chambers and via Zoom

Please click the link below to join the webinar:

<https://biddeford.zoom.us/j/98598476432?pwd=QmRDT2tVOXIwUGdBaFRvSjRzbHF5dz09>

Passcode: 107104

Or One tap mobile :

US: +13126266799,,98598476432# or +16465588656,,98598476432#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1
669 900 9128 or +1 253 215 8782**

Webinar ID: 985 9847 6432

International numbers available: <https://biddeford.zoom.us/j/98598476432?pwd=QmRDT2tVOXIwUGdBaFRvSjRzbHF5dz09>

1. Roll Call

2. Pledge of Allegiance

Acceptance of Minutes:

May 25, 2021 Airport Commission Meeting Minutes

[5-25-2021 Airport Commission Minutes.docx](#)

3. Presentation

3.1. Gale Associates Projects Update

[June Gale Associates Update.pdf](#)

4. Old Business

4.1. Final Review and Approval of Rates and Minimum Standards

[Rates and Minimum Standards-drafted 2018 \(1\).docx](#)

[Rates and Minimum Standards-drafted 2018 \(2\).docx](#)

5. New Business

5.1. Review of Airport Security Plan

[Airport Security Plan 4.13.2021.docx](#)

6. Airport Managers Report

7. Adjourn

**Airport Commission Meeting
May 25, 2021**

*NOTE: Due to COVID-19, this meeting was held virtually (via ZOOM),
and was live streamed on the City's website*

Committee Chair, Rick Laverriere called the meeting to order at 6:33 p.m.

Roll Call: Rick Laverriere, Gerald Bernier, Carmen Morris, Frederick Oliver, Roland Pelletier

Members Tom Bryand and Dean Tourigny were excused.

Also present were Airport Manager, Peter Donaher and representatives from Gale Associates, Jacklyn Marks, Matthew Caron and Nikolas Ippolito; as well as Tim LeSeige from MDOT and Ralph Nicosia-Rusin from FAA

Acceptance of Minutes: **April 27, 2021**

Motion by Rick Oliver, seconded by Roland Pelletier to accept the minutes as printed.

Vote: Unanimous.

Gale Associates Update:

Final Design and Construction Phase Services for Runway 6-24

Nikolas Ippolito of Gale Associates provided an update on the Runway Project. The tree clearing work has been completed and properties have been restored to their original or better condition. Any concerns brought forward by property owners have been addressed. Other on-airport work will be coordinated with the Contractor by Gale Associates.

Gale Associates is preparing the next to the last reimbursement request from FAA for this project. The last reimbursement request will be submitted after the final inspection. With the exception of NAVAIDs, the airport is fully operational.

Airport Master Plan Update:

Jacklyn Marks of Gale Associates provided the update. Gale has completed Chapters 1 through 4 of the Master Plan, and has submitted the Chapters to the Airport Commission for review. These Chapters can be found on the City's website for public review and comment –

<https://www.biddefordmaine.org/2255/Airport-Master-Plan>

The remaining Items to be completed and submitted for review are:

- Chapter 6 – Development and Evaluation of Alternatives
- Chapter 7 – Schedule of Improvements
- Chapter 8 – Airport Recycling, Reuse and Waste Reduction
- Airport Layout Plan
- Wildlife Hazard Site Visit Report

The Wildlife Hazard Site Visit took place on May 13, 2021. Gale expects to receive the WHSV report from NewEarth Ecological in the next few weeks; and when the report is received,

recommendations will be made to update the Master Plan based on the results of the WHSV report.

Jackie led the Commission through a thorough review of Chapter 5 – Facility Requirements – of the Master Plan. {NOTE: The following *Recommendations* are extracted from the Master Plan}

Runway Capacity & Conditions

Recommendations: As funding permits, the Airport should make considerations for a 99-foot runway extension to satisfy the recommendations of AC 150/5325-4B, for a total runway length of 3,100 feet.

As funding permits, the Airport should make considerations for a runway extension to 3,200 feet on its Airport Layout Plan for potential long-term development to serve its existing fleet by opening up the possibility of an approach with vertical guidance in the future. A runway extension of 199 feet should be planned for the Runway 24 end, with a displaced threshold on the Runway 24 end. This will allow the Airport to gain an additional 199 feet of landing and takeoff distance on Runway 06 without the need for additional tree clearing or easement acquisitions.

Runway Approach Requirements

Recommendation: That the Airport consult with a professional surveyor to identify any obstructions to the Runway 06 approach surface that might have grown since the time of the 2017 obstruction removal project in advance of the Fall 2021 flight check. The Airport should promptly remove any identified obstructions before the flight check takes place.

Following certification that the Runway 06-24 approach surfaces are clear, it is recommended that the Airport conduct periodic vegetation management activities in accordance with the VMP to ensure that their protected surfaces remain clear. The Airport should coordinate with FAA and MaineDOT regarding the priority of transitional surface obstruction identification and analysis within the horizontal and conical surfaces.

Both Tim LeSeige from MaineDOT and Ralph Nicosia-Rusin from FAA confirmed that transitional surface obstruction lighting is no longer a priority, nor is identifying obstructions within the horizontal and conical surfaces.

Taxiway Pavement Conditions

Recommendation: Perform maintenance activities as necessary to preserve the life of newly-constructed pavement.

Taxiway Capacity

Recommendations:

- need to evaluate impacts of a partial parallel taxiway
- need to evaluate impacts of a taxiway turnaround area

It is recommended that a taxiway alternative be included on the Ultimate Airport Layout Plan with the understanding that actual demand must materialize before the project can be implemented.

It was noted that including this recommendation in the Master Plan is important for future growth of the Airport, i.e. hangars and businesses.

Apron Capacity and Conditions

Both the Main and West Aprons are in poor condition and have long exceeded their useful life of 20 years.

Recommendation: Timing for the Main Apron reconstruction should be carefully considered due to upcoming 2028 expiration of the Airport's underground fuel storage tank, which is currently located under the Main Apron. Removal of some tie-down spaces from the West Apron may be required to accommodate construction of hangar taxilanes.

Hangar Buildings

Recommendation: The Airport should designate areas on the airport property for the construction of additional hangar units in preparation for the private development of hangars on airport property. Further, it is recommended that the Airport create a "developer's tool kit" outlining federal, state and local requirements necessary to build additional hangars at the Airport.

Navigational and Approach Aids

All navigational and approach aids are considered to be in good condition.

Recommendation: Provide periodic routine maintenance.

AWOS Discussion:

If the City feels that it's necessary to install an AWOS, then a suitable location needs to be identified.

Recommendation: Identify a suitable location for the construction of an AWOS, or consider the installation of weather cameras as an alternative or interim solution.

Terminal Building

Recommendation: The Airport should renovate the terminal building to repair the corrosion and leaks, and to comply with accessibility (ADA) requirements in the short-term.

Electrical Vaults

Recommendation: Provide periodic routine maintenance to the Airport-owned vault, and coordinate with FAA as necessary for periodic maintenance of the FAA-owned vault.

Automobile Parking

Recommendation: Provide periodic routine maintenance.

Fencing and Gates

Recommendation: Construct perimeter fencing as necessary.

Snow Removal Equipment

Recommendation: Though the Airport's equipment is in working condition, it has exceeded its 10-year useful life. The Airport should maintain existing equipment and replace as funding allows. Consider purchasing a second carrier vehicle as necessary and as funding permits.

Snow Removal Equipment Storage Building

Recommendation: Construct a snow removal equipment building as funding permits.

Skydiving Landing Zone

Recommendation: Identify alternative locations for the skydiving landing zone as additional hangar units are constructed.

Motion by Rick Laverriere, seconded by Roland Pelletier to approve Chapter 5 – Facility Requirements – of the Airport Master Plan.

Vote: Unanimous.

The Commission decided to hold off on the discussion of the *Airport Security Plan* until the June Airport Commission meeting. The Commission will also discuss and vote on the *Rates and Minimum Standards*.

The next meeting is scheduled for Monday, June 14, 2021 at 6:30 p.m., and will be held in-person in the Council Chambers at City Hall.

Motion by Rick Oliver, seconded by Roland Pelletier to adjourn.

Vote: Unanimous.

Time: 7:56 p.m.

MONTHLY PROJECT UPDATE

Biddeford Municipal Airport

Biddeford, Maine

June 14, 2021

Gale Associates, Inc. (Gale) is currently administering the following projects on behalf of the Biddeford Airport Commission:

1. Final Design and Construction Phase Services for Runway 6-24, AIP No. 3-23-0009-015-2020

Project Description: This project includes the preparation of final construction phase design plans and specifications (Bid Documents) for the Runway 06-24 Reconstruction and associated Drainage, Compliant Runway Safety Area, and Vegetation Obstruction Removal in the Runway 24 End. This project will include grant funding for Project 1 above, as well as all Gale and FAA Reimbursable Contracts, and the Construction Contract with the low bidder.

Project Funding

FAA Share (100%)	\$5,783,470.00
MaineDOT Share (0%)	\$0.00
City of Biddeford Share (0%)	\$0.00
TOTAL PROJECT	\$5,783,470.00

Project Status:

- A final inspection with the FAA will be scheduled for some time in late May/early June to walk the site and identify any items that the Contractor will need to repair. Upon completion of punchlist work the grant will be ready for final reimbursement and close out.
- Gale is currently preparing the penultimate reimbursement request to finalize the construction quantities ahead of the final inspection.
- Tree clearing work has been completed, properties restored to their original or better condition, and property owners' concerns have been addressed. Gale has provided the commission with aerial and ground photos of the subject properties to document restoration condition.
- A construction punchlist for on-airport work has been prepared and Gale will be coordinating with the Contractor to address these items.
- Gale has started coordination with the FAA and MaineDOT to schedule a final walkthrough inspection.
- The FAA's NAVAIDS division has indicated that they would like to address a groundwater issue that is causing manholes to fill with water. Gale has a proposed solution to the problem and has started coordination with the FAA to obtain concurrence. If agreed upon, Gale will need to consult with the environmental subconsultant and permitting agencies for approval and prepare

a Change Order for Sargent, and a supplemental agreement for Gale. It is expected that all costs will be covered by the funds that still remain in the original grant.

Recommended Discussions and/or Action Items:

- o None at this time.

2. Airport Master Plan Update (AMPU), AIP No. 3-23-0009-14-2020

Project Description: The Airport's Master Plan was last completed in 2005. This AMPU will review the adequacy of the Airport's landside and airside facilities with respect to compliance with Federal Aviation Administration (FAA) design standards and ability to address the needs of the Airport through the planning period (FY-2020-2039). Included in this project is an update to the Airport's ALP to include current conditions and recommended improvements as outlined in FAA Order 5100.38D. A schedule of improvements will be generated to organize the implementation of various improvements in the short- (0-5 years), medium- (6-10 years), and long-term (11-20 years) periods to assist the sponsor in defining the Airport's Capital Improvement Plan. This project will also include a wildlife hazard site visit.

Project Funding:

FAA Share (90%)	\$173,855.00
MaineDOT Share (0%)	\$0.00
City of Biddeford Share (0%)	\$0.00
TOTAL PROJECT	\$173,855.00

Project Status:

- The CARES Act includes funding to cover Airport projects at 100% for FY 2020. This means that the Airport Master Plan will not require a local or state share.
- To date, the Commission has reviewed and approved the following chapters:
 - o Draft Chapter 1 – Introduction
 - o Draft Chapter 2 – Inventory of Existing Facilities
 - o Draft Chapter 3 – Existing Environmental Conditions and Sensitive Areas
 - o Draft Chapter 4 – Forecasts of Aviation Demand and Capacity
 - o Draft Chapter 5 – Facility Requirements
- Remaining chapters are as follows:
 - o Chapter 6 – Development and Evaluation of Alternatives
 - o Chapter 7 – Schedule of Improvements
 - o Chapter 8 – Airport Recycling, Reuse, and Waste Reduction
- Gale provided a draft copy of Chapter 6, Development and Evaluation of Alternatives, to the Commission for review on 6/9/2021. We are requesting comments from the Commission by Friday, June 18th. Once Commission comments have been incorporated, Gale will forward Chapter 6 to MaineDOT and FAA for comment.
- The Wildlife Hazard Site Visit occurred on 5/13. NewEarth Ecological provided a Draft WHSV report to Gale for internal review. Once reviewed and finalized, Gale will incorporate any necessary recommendations into Chapter 5 and provide a copy of the final WHSV report to the Commission.

Recommended Discussions and/or Action Items:

- o None this month.
-

Other Items:

- In December of 2020, FAA announced additional Airport Coronavirus Response funding, the Coronavirus Response Relief Supplemental Appropriation Act (CRRSAA), which is intended to provide relief to eligible airports, similar to the CARES Act. Under CRRSAA, B19 is eligible to receive an additional \$13,000 toward expenses related to operations, personnel, cleaning and sanitization, janitorial services, preventing the spread of pathogens, and debt service payments.
 - o **FAA encourages airports to spend these funds expeditiously, requiring airports to apply for reimbursement by the end of June 2021.**
 - o Payments will be processed through the Delphi system, in the same way CARES Act funds are processed. Airports will be required to submit an SF-424 Form, along with backup documentation, in order to receive reimbursement for eligible expenses.
- On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law. To distribute these funds, the FAA has established the Airport Rescue Grants. The FAA will make grants to all airports that are part of the national airport system, including:
 - o Non-primary commercial service and general aviation airports will share \$100 million based on their airport categories, such as National, Regional, Local, and Basic.
 - o Airport Improvement Program (AIP) grants awarded this year will be awarded at a 100-percent Federal share.
 - o Gale will update the Commission as additional details about ARPA become available.

BIDDEFORD MUNICIPAL AIRPORT
RATES AND MINIMUM STANDARDS
FOR COMMERCIAL OPERATIONS, NOT FOR PROFIT AERONAUTICAL ACTIVITIES
&
LEASING OF LAND AND FACILITIES

Prepared for
CITY OF BIDDEFORD
Prepared by
BIDDEFORD AIRPORT COMMISSION

BIDDEFORD MUNICIPAL AIRPORT
88 Landry Street
Biddeford, Maine 04005

Adopted by the Biddeford City Council _____

INDEX

	Page
I. PREAMBLE	3
II. NOTICE AND HEARING	4
III. LEASE OR CONTRACT	4
IV. STANDARDS FOR SPECIFIC ACTIVITIES	5
A. Aircraft Charter, Taxi Service	6
B. Aircraft Rental or Sales	8
C. Flight Training	10
D. Aircraft Service Facilities (fuels, Lubricants, Maintenance)	12
E. Airframe and Powerplant Repair Facilities	15
F. Radio, Instrument, or Propeller Repair Station	17
G. Other Independent or Specialized Aviation Services Operations	19
H. Unmanned Aircraft Systems (UAS) & Small UAS (sUAS)	22
I. Multiple Services	23
J. Flying Clubs	25
K. Through the Fence Operations	27
V. ACCESS POLICY	28
VI. INSURANCE REQUIREMENTS	33
VII. ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS	34
ATTACHMENT 1: BASIC LEASE TERMS AND CONDITIONS	35
ATTACHMENT 2: DEFINITIONS	41
ATTACHMENT 3: APPLICATION PROCESS	47
ATTACHMENT 4: APPLICATION FOR AIRPORT USE OR LEASE AGREEMENT	48

SECTION I

PREAMBLE, DEVIATIONS & EFFECTIVE DATE

PREAMBLE

The Biddeford Airport Commissioners, recognizing the need to protect the public health, safety, and to foster the economic health and orderly development of Commercial, Aeronautical and non-Aeronautical Operators at the Biddeford Municipal Airport, hereby promulgates and adopts the following procedures and minimum standards for the use of any land /facility on the Airport or for any commercial aviation activities with direct access to the Airport from adjacent property.

DEVIATIONS

Any Operator may request, in writing, a deviation from the rates and minimum standards set forth herein, as such may be revised from time to time. The City of Biddeford, in its sole discretion, may approve or deny such deviations. In addition, the City of Biddeford reserves the right, in its sole discretion, to impose stricter or more burdensome fees, standards or requirements on any operator before entering into any lease and/or contract with such operator. Any more burdensome or restrictive fees or standards shall be set forth specifically in any such lease and/or contract.

ORIGINAL EFFECTIVE DATE AND CHANGE LOG

The original Rates and Minimum Standards for Commercial Activities and Leasing of Land and Facilities at the Biddeford Municipal Airport were effective February, 1985.

The original Rates and Minimum Standards were revised on the following dates:
November XX, 2018

BIDDEFORD MUNICIPAL AIRPORT

COMMISSIONERS

Laverriere, Rick, Chair
Morris, Carmen, Vice Chair
Bernier, Gerald
Bryand, Thomas
Oliver, Frederick
Pelletier, Roland
Tourigny, Dean

AIRPORT MANAGER

Peter Donaher

SECTION II

NOTICE AND HEARING

Upon the filing of such an application with the Airport Manager's Office, the Airport Manager shall draft a lease, agreement or contract to be presented to the Airport Commission at the next scheduled meeting of the Airport Commission. If no meeting is scheduled within forty-five (45) days from the filing of such application, a special meeting may be called for considering the same and notice thereof given to the applicant. Upon the consideration of the application, the Airport Commissioners shall advise airport management whether or not the applicant meets the standards and qualifications as herein set out and make a recommendation to airport management on whether or not the applicant be granted in whole or in part, and if so, upon what terms and conditions. If the Airport Commission denies an application based on insufficient information, the applicant may resubmit the application, with the information requested by the Airport Commission; denial based on safety must be based on evidence demonstrating that safety will be compromised if the applicant is allowed to engage in the proposed aeronautical activity. The FAA is the final authority in determining what, in fact, constitutes a compromise of safety. The Airport Commission will ensure the airports compliance with Grant Assurance 22 *Economic Nondiscrimination*.

SECTION III

LEASE OR CONTRACT

Any and all leases and/or contracts for commercial operations, not for profit aeronautical activity and/or leasing of land and facilities shall be deemed to incorporate by reference as if fully set forth, whether specified or not, each and every provision of these rates and minimum standards specifically including, but without any limitation whatsoever on the generality of the foregoing, Sections IV, V, VI, and VII below.

SECTION IV

STANDARDS FOR SPECIFIC ACTIVITIES

Four types or activities are anticipated:

- I. Fixed Base Operations (FBO) performing multiple commercial activities from leased airport land/facilities;
2. FBOs performing specialized aviation service operations (SASOs) (sometimes referred to as single-service operators) from leased land/facilities (leased from either the airport or another FBO);
3. Independent Operations, which are SASOs performing commercial operations on the airfield without fixed facilities on the airport (such as aircraft washing, car rental, maintenance, flight instruction or transient charter operators), and;
4. Commercial Aeronautical operations with direct access to the airfield from adjacent properties (sometimes referred to as 'through the fence operations').

The unique requirements of each of these types of operations will be considered when applying the provisions of these standards. This is not to say that all SASOs providing the same or similar services should not equally comply with all applicable standards, however an operator desiring to provide a single service is not required to meet the criteria for a full-service FBO.

MINIMUM STANDARDS

The standards set forth in the following Sections are grouped according to the specific type of Aeronautical Activity to which they pertain and any Applicant desiring to conduct any of these activities at the Airport must meet the standards pertaining to that type of Aeronautical Activity. The standards set forth herein are the minimum, which the Authority will require in agreements authorizing an Applicant to conduct an Aeronautical Activity at the Airport, and, unless specifically limited herein, do not preclude the Applicant from seeking greater operating authority than the minimum required. The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each Aeronautical Activity if the Operator is to conduct more than one Aeronautical Activity. The Authority reserves the right to review and amend these Minimum Standards from time to time as the Authority determines to be necessary in its sole discretion. In addition, the operating or lease agreement between the Authority and the Operator may impose additional, greater or more stringent requirements than those set forth in these Minimum Standards.

SECTION IV - A

4.1 AIRCRAFT CHARTER: AIR TAXI SERVICE

4.1.1 Statement of Concept:

An Aircraft Charter and an Air Taxi Operator is a person or persons, firm, or corporation engaged in the business of providing air transportation persons or property to the general public for hire, either on a charter basis (Commercial Operation) or as an Air Taxi Operator, as defined in the Federal Aviation Act.

4.1.2 Minimum Standards

4.1.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than ~~5,000~~ **3,000** square feet of ground space to provide for storage of aircraft. On which shall either erect a building or purchase/lease an existing building, which shall provide at least ~~2,000~~ **1,200** square feet of floor space for aircraft storage, and a building to provide a minimum of ~~1,100~~ **100** square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises

4.1.2.2 Equipment:

The Operator shall have one aircraft that has a seating capacity of at least four, is certified for instrument flight rules flight, and the operations must meet all requirements of Parts 135 and 119 of the FAA regulations.

4.1.2.3 Hours of Operation:

Operator shall have its premises open, services available and a ground person available during any flight operations.

4.1.2.4 Personnel and Training:

The Operator shall have in its 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 in an efficient manner but never less than at least one (1) Federal Aviation Administration certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by Operator.

4.1.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.1.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - B

AIRCRAFT RENTAL OR SALES

{Do we want to separate these types of businesses}

4.2.1 Statement of Concept:

An Aircraft Rental or Sales Operator is a person or persons, firm, or corporation engaged in the rental or sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis), or otherwise; provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by him.

4.2.2 Minimum Standards

4.2.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than ~~5,000~~ **3,000** square feet of ground space to provide for outside display and storage of aircraft. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 2,000 square feet of floor space for aircraft storage, and a building to provide a minimum of ~~1,100~~ **100** square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.2.2.2 Equipment:

The Operator shall have available for rental, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircraft. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft, and at least one demonstrator model of such aircraft.

The Operator shall provide necessary and satisfactory arrangement for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with a Repair Shop Operator at Biddeford Municipal Airport. The Operator shall provide an adequate inventory of spare parts for the type of aircraft for which sales privileges are granted.

4.2.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.2.2.4 Personnel and Training:

The Operator shall have in its 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, set standards being never less than one (1) person having a current commercial pilot certificate with an appropriate rating including an instructor rating.

The Operator shall make provision for someone to be in attendance in the office at all times during the required operating hours.

4.2.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.2.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - C

4.3 FLIGHT TRAINING

4.3.1 Statement of Concept:

A Flight Training Operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and/or provides such related ground school instruction as is necessary/preparatory to taking written examinations, and/or flight check rides for the category or categories of pilots' licenses and ratings involved. Incidental rental of the operator's aircraft is also permitted. Only those instructors who have complied with this standard will be allowed to instruct at Biddeford Municipal Airport.

4.3.2 Minimum Standards

4.3.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than ~~3,200~~ **3,000** square feet of ground space to provide for storage of aircraft and flight training operations. On which shall either erect a building or purchase/lease an existing building, which shall provide at least 2,000 square feet of floor space for aircraft storage or adequate tie-down space, and a building to provide a minimum of ~~1,100~~ **100** square feet for office space, customer lounge, restrooms, briefing room and classrooms if applicable. The area shall be properly heated and lighted;

compliant with local codes.

The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway or the access to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises

4.3.2.2 Equipment:

All materials needed for this instruction will be the responsibility of the instructor. The Operator shall have available for training, either owned or under written lease to Operator, not less than two (2) certified and currently airworthy aircrafts, and at least one of which must be equipped for and capable of flight under instrument conditions.

4.3.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.3.2.4 Personnel and Training:

The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to satisfy the requirements of these Minimum Standards in an efficient manner, but never less than one person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be in attendance in such Operator's office at the Airport at all times during its required operating hours.

4.3.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.3.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - D

4.4 AIRCRAFT SERVICE FACILITIES (FUELS/LUBRICANTS/MAINTENANCE)

4.4.1 Statement of Concept:

An Aircraft Service Facility is a person or persons, firm, or corporation engaged in the business of providing line service to the more popular demands of the general aviation users of the Airport, to include the sale or interplane delivery of recognized brands of aviation fuels, lubricants and other related aviation petroleum products. This FBO function shall include, in addition to the above, the necessary ramp assistance in parking/tie-down assignments, "follow-me" vehicle operation and collection of transit parking fees. Maintenance services may also be part of a service facility.

4.4.2 Minimum Standards

4.4.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than ~~5,000~~ **3,000** square feet of ground space to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall provide at least ~~2,000~~ **1,500** square feet of floor space for aircraft storage or adequate tie-down space and aircraft services, and a building to provide a minimum of ~~500~~ **100** square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space "within" the leased area to accommodate all of operations employees. The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office.

If maintenance services are provided, the Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair of maintenance or delivery after repairs have been completed, and aircraft movement from the Operators building to the taxiway.

If fuel services are provided, the Operator shall enter into a fueling agreement with the City of Biddeford that provides for, among other things, current safety, operational and maintenance requirements for fuel farms; the payment of fuel flowage fees; the inspection of the fueling facilities; the training and testing of fueling personnel; and current FAA procedures for aircraft Fueling Operations.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.4.2.2 Equipment:

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

If fuel services are provided, The Operators fueling facilities shall contain a minimum of 10,000 gallons capacity for each FAA-approved turbine aviation fuel and/or aviation gasoline. All fuel storage tanks shall be above ground, shall be properly metered and shall be equipped with filtered fixed dispensers. Mobile dispensing equipment shall only be permitted if approved by airport management and the City of Biddeford. All EPA/DEP standards and requirements will be complied with and to include State & Local requirements.

In conducting refueling operations, every Operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity, and shall also provide approved types of fire extinguishers or other equipment commensurate with the hazards involved in refueling and servicing aircraft as required by NFPA 407 (Standard for Aircraft Fuel Servicing) and State/Local standards.

4.4.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.4.2.4 Personnel and Training:

The Operator shall have his premises open for aircraft fueling and oil dispensing service during daylight hours seven (7) days a week, (Sunday - Saturday). The Operator shall make provisions for such service during hours of darkness with an "on-call" basis. The Operator may elect to install a self-served terminal, as long as appropriate signage is displayed instructing customers how to properly use the fuel dispenser and credit card machine. The Operator shall post in a conspicuous location, a sign explaining the procedures to be followed in obtaining after hour services.

The Operator shall have in his employ, and on duty during the appropriated 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. Said personnel shall be trained in operating fire-fighting equipment specified in paragraph 2.c. above. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements as applicable.

4.4.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.4.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - E

4.5 AIRFRAME AND POWERPLANT REPAIR FACILITIES

4.5.1 Statement of Concept:

An Aircraft Engine, Airframe Maintenance, and Repair Operator is a person or persons, firm or corporation providing one or a combination of airframe and power plant repair service, but, with at least one person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed. This category of aeronautical services shall also include the sale of aircraft parts and accessories, but such is not an exclusive right.

4.5.2 Minimum Standards

4.5.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than ~~5,000~~ **4,000** square feet of ground space to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall provide at least ~~2,000~~ **2,500** square feet of floor space for airframe and power plant repair services and cargo handling, and a building to provide a minimum of ~~250~~ **100** square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space within the leases area to accommodate at least two (2) automobiles. The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair or maintenance or delivery after repairs have been completed and aircraft movement from the Operator's building to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.5.2.2 Equipment:

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

4.5.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.5.2.4 Personnel and Training:

The Operator shall have in 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. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.5.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.5.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - F

4.6 RADIO, INSTRUMENT, OR PROPELLER REPAIR STATION

4.6.1 Statement of Concept:

A Radio, Instrument, or Propeller Repair Station Operator is a person or persons, firm or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for the general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right.

4.6.2 Minimum Standards

4.6.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of not less than ~~5,000~~ **3,000** square feet of ground space to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall provide at least ~~2,000~~ **1,200** square feet of floor space to provide housing for any aircraft being serviced and cargo handling, and a building to provide a minimum of ~~250~~ **100** square feet for office space, customer lounge and restrooms. The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space within the leased area and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft and aircraft movement from the Operator's building to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.6.2.2 Equipment:

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

4.6.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.6.2.4 Personnel and Training:

The Operator shall have in employ and on duty during the appropriated business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.6.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance as set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.6.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - G

4.7 OTHER INDEPENDENT OR SPECIALIZED AVIATION SERVICES OPERATIONS (SASOs)

4.7.1 Statement of Concept:

This section establishes standards for other anticipated SASO operations and covers commercial aviation services for the purpose of providing the activities listed below:

- Nonstop sightseeing flights that begin and end at the same airport;
- Crop dusting, fish spotting, seeding, spraying and bird chasing;
- Banner towing and aerial advertising;
- Sport Parachuting
- **Life Flight**
- Aero photography or Survey Flights
- Firefighting
- Power line or pipe line patrol
- Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

4.7.2 Minimum Standards:

4.7.2.1 Facilities:

These operations are so varied that the operational requirements at the Airport will depend upon the scope of the operation. The minimum standards for these operations, including, without limitation, the insurance coverages required, will be determined by the Authority after review of a detailed Application submitted by the Person requesting permission to perform any such operation at the Airport.

The Operator shall lease from the Biddeford Municipal Airport an area of not less than **2,500 500** square feet of ground space, on which shall be erected a building to provide sufficient hanger space to provide housing for any aircraft being serviced or stored, cargo handling, officespace and an area for customers. The area shall be properly heated and lighted; compliant with local codes and shall provide a restroom facility for customers' use. Depending on operational requirements, the City of Biddeford may increase or decrease the minimum area the Operator will be required to lease, after review of a detailed Application submitted by the Person requesting permission to perform any such operation at the Airport.

In the case of Sport Parachuting, the operator shall be subjected to a fee, established by airport management, for use of the designated parachute landing area, at the Biddeford Municipal Airport.

The Operator shall provide auto-parking space within the leased area and shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft and aircraft movement from the Operators building to the taxiway.

In the Case of crop dusting, aerial application, or other commercial use of chemicals. Operator shall provide a centrally drained (as per COE/EPA/DEP requirements), paved area of not less than 2,500 square feet for aircraft loading, washing and servicing. Operator shall also provide for the safe storage and containment of noxious chemical materials. Such facilities will be in a location on the Biddeford Municipal Airport, which will provide the greatest safeguard to the public. The Operator will comply with all EPA/DEP requirements.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.7.2.2 Equipment:

The Operator shall provide and have based on his leasehold, either owned or under written lease to Operator, not less than one (1) aircraft which will be airworthy, meeting all the requirements of the Federal Aviation Administration and applicable requirements of the State of Maine with respect to the types of operations to be performed.

In the case of sport parachuting, all equipment must meet all the applicable requirements, listed by the Federal Aviation Administration (FAA), and the United States Parachute Association (USPA). Operators shall be responsible for meeting all FAA and USPA requirements.

In the case of crop dusting, or aerial application, Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. Operator shall also provide adequate ground equipment for the safe handling and safe loading of dusting materials.

In the case of banner towing and aerial advertising, the Biddeford Municipal Airport reserves the right to charge a nominal fee to the Operator for each banner towing and aerial advertisement, which begins and/or ends at the Biddeford Municipal Airport. ~~The Airport Commission will advise Airport management~~ **will determine** on the fee, if any, to be imposed on the Operator, conducting banner towing and aerial advertising.

4.7.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.7.2.4 Personnel and Training:

The Operator shall have in employ and on duty during the appropriated business hours trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.7.3 Insurance:

The City of Biddeford will determine the minimum insurance coverages required, after review of a detailed application submitted by the Person requesting permission to perform any such operation at the Airport. An Operator performing the service under this category will be required to carry the types and amounts of insurance as set forth in Section VI, below, and maybe required to have additional insurance coverages based on type of operation. The City of Biddeford shall be named as an additional insured on all such policies.

4.7.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - H

4.8 UNMANNED AIRCRAFT SYSTEMS (UAS)

4.8.1 Statement of Concept:

An unmanned aircraft system (UAS) also referred to as a drone that is operated without a human pilot onboard. Instead, an operator on the ground controls the UAS. Small unmanned aircraft systems (sUAS) is a UAS weighing less than 55 pounds.

4.8.2 Minimum Standard

In the case of UAS and sUAS operations, this SASO shall have, in its employ, trained personnel in accordance with FAR Part 107 and applicable local, state, federal regulations in such numbers as may be required to meet the minimum standards herein set forth in an efficient manner. All UAS and sUAS operations must operate in accordance with 14 CFR Part 107 regulations.

In the case of UAS and sUAS operations, this SASO shall comply with all 14 CFR Part 107 operating limitations.

In the case of UAS and sUAS operations, this SASO shall obtain a signed Letter of Agreement with the Airport to operate to and from on Airport property.

In the case of UAS and sUAS operations, a FAA approved Certificate of Waiver shall be obtained for any UAS and sUAS operations that deviates from 14 CFR Part 107 operations limitations.

SECTION IV - I

4.9 MULTIPLE SERVICE FBO

4.9.1 Statement of Concept:

A Multiple Service Operator shall be one who engages in any two (2) or more of the aeronautical services for which minimum standards have been herein before provided.

4.9.2 Minimum Standards

4.9.2.1 Facilities:

The Operator shall lease from the Biddeford Municipal Airport an area of ~~not less than 10,000 square feet of ground space~~ **to be determined based on services**, to provide for storage of aircraft and aircraft services. On which shall either erect a building or purchase/lease an existing building, which shall ~~provide at least 4,000 square feet of floor space~~ **be determined based on services** for aircraft storage or adequate tie-down space and aircraft services, and a building ~~to provide a minimum of 500 square feet~~ **to be determined based on services** for office space, customer lounge, restrooms and class/briefing rooms (if applicable). The area shall be properly heated and lighted; compliant with local codes.

The Operator shall provide auto-parking space within the leased area to accommodate a minimum of four (4) automobiles. The Operator shall provide a paved walkway within the leased area to accommodate pedestrian access to the Operator's office. The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft movement from the Operator's building to the taxiway.

The Operator shall provide for the adequate sanitary handling, and disposal, away from the Airport, of all trash, waste, and other materials, including but not limited to used oil, solvents, and other waste. The piling or storage of crates, boxes, barrels, and other containers which are scrap, will not be permitted within the leased premises.

4.9.2.2 Equipment:

The Operator shall comply with the previously identified minimum requirements, including any equipment restrictions, for each aeronautical service to be performed except as hereinafter provided.

Multiple uses can be made of all aircraft except aircraft used for crop dusting, aerial application, or other commercial use of chemicals.

4.9.2.3 Hours of Operation:

The Operator shall have its premises open and services available as appropriate for that business.

4.9.2.4 Personnel and Training:

The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each Aeronautical Service as herein before provided. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operator. Such personnel shall meet and/or exceed all minimum Federal Aviation Administration requirements.

4.5.3 Insurance:

The Operator performing the service under this category will be required to carry the types and amounts of insurance set forth in Section VI, below. The City of Biddeford shall be named as an additional insured on all such policies.

4.5.4 Airport Security:

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

SECTION IV - J

4.10 FLYING CLUBS

4.10.1 Statement of Concept:

In an effort to foster and promote flying for pleasure, develop skills in aeronautics, including pilotage, navigation, and an awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is added to the Rules, Regulations and Minimum Standards of Airports. All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of Order 5190.6B. However, they shall be exempt from commercial FBO requirements upon satisfactory fulfillment of the conditions contained herein:

4.10.2 Minimum Standards

4.10.2.1 The club shall be a nonprofit/not-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with an aircraft, or aircrafts, for their personal use and enjoyment only. The ownership of the aircraft, or aircrafts, must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure 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.

4.10.2.2 Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for the giving of flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such instructions, except when instruction is given by a lessee based on the airport and who is otherwise permitted to provide flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club and the club does not become obligated to pay for such maintenance work except that mechanics and instructors may be compensated by credit against payment of dues or flight time.

4.10.2.3 All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.

- 4.10.2.4** The flying club, with its permit request shall furnish the airport management a copy of its charter and bylaws, 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; evidence of insurance in the types and amounts set forth in Section VI, below (the City of Biddeford shall be named as an additional insured on all such policies); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club, and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by airport management.
- 4.10.2.5** A flying club, at any airport controlled by this same airport management shall abide by and comply with all Federal, State and local laws, ordinances, regulation and the rules and regulations of this airport management.
- 4.10.2.6** A flying club, which violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations at all airports controlled by this airport management. A public hearing should be held for the purpose of considering such termination.

SECTION IV - K

4.11 THROUGH THE FENCE OPERATIONS

4.11.1 Statement of Concept:

4.11.1.1 At times, City of Biddeford may permit access to the public landing area by independent operators offering an aeronautical activity or by aircraft based on land adjacent to, but not part of, the airport. The obligation to make an airport available for use and benefit of the public does not impose any requirement to permit access by aircraft from adjacent property. The existence of such an arrangement could place an encumbrance upon the airport property unless the off-site owner or operator conforms in all respects to the requirements of any existing or proposed grant agreements. In addition, operating restrictions must be in place to ensure safety (including entry and inspection permissions), equitable compensation for use of the airport (including normally assessed sales charges) and consistent application of applicable Minimum Standards.

4.11.1.2 The City of Biddeford may execute any 'through the fence' commercial aviation operations, after receiving written application in accordance with this document, and Biddeford Municipal Airports Access Policy, outlined in Section V. In all cases, applicable requirements of this document will be enforced.

SECTION V

5.1 ACCESS POLICY

5.2 Statement of Concept:

5.2.1 This Article shall be known and may be cited as the Biddeford Municipal Airport Access Policy or the "Access Policy." This Access Policy shall apply to any person or entity desiring aeronautical access to the runways and taxiways of the Airport from property adjacent to the Airport, but not a part of or owned by the Airport. Access approval is conditioned upon the possession of an executed Access Agreement that stipulates terms and conditions including permitted activities and proscribed uses. The Authority is not required to allow aeronautical access to a party desiring to enter the AOA of the Airport from an off- Airport location. The Biddeford Municipal Airport Authority is obligated under FAA Grant Assurances to ensure that the following conditions are included, at a minimum, in any such Access Agreement:

5.2.2 Any Access Agreement shall require compliance with any existing and/or future Grant Agreement between the FAA and Authority; and include the ability to cancel such Agreement for non-conformance with these Grant Assurances.

5.2.3 The Authority shall seek a fair share recovery of initial and continuing costs of providing a public use landing area. The establishment of rates, fees, charges, and the like should be set at levels no lower than those for comparable on-Airport property, which do not give an unfair competitive advantage to the off-Airport party, and be in conformance with FAA Grant Assurances.

5.2.4 The Authority shall not be precluded in their rights and powers nor be placed in a position that might result in a violation of exclusive rights prohibitions of FAA Grant Assurances.

5.2.5 There shall not be any actual or proposed development or use of land and facilities on airport property, contrary to the approved ALP.

5.3 Access Right

5.3.1 Airport access to Off-Airport Users is not an obligation of the Authority. Access to the Airport may be granted to Off-Airport Users subject to the terms and conditions of this Article and of the Access Agreement granted to each Off-Airport User. The access granted shall be for the purpose(s) as defined in the Access Agreement so that it will have access to the Airport taxiways leading to runways, for the purpose of maneuvering, taking off, and landing of Aircraft. The access right may be revoked by the Airport Authority for failure to comply with the provisions of these Articles, Airport Rules and Regulations, Storm Water Management Plan, terms of its Access Agreement, or other policies and provisions of the Airport, or as required by any federal or state oversight action including but not limited to FAA, HLS, TSA, and MOOT.

5.4 Off-Airport Parcel Uses; Access Taxiways: Permitted and Prohibited

5.4.1 Access Area

5.4.1.1 The Authority, FAA, State of Maine Division of Aeronautics, or any other regulatory authority shall have the right to enter the Access Area to inspect or perform other regulatory requirements. All safety and operational rules and regulations applicable to the operation of the Airport shall be applicable to the Access Area.

5.4.2 Access Taxiway Construction

5.4.2.1 An Off-Airport user shall construct Access Taxiways to connect its parcel with Airport taxiways. The number, exact location and configuration of the Access Taxiways will be determined from time to time by the Off-Airport User. Plans and specifications for Access Taxiways shall be approved by the Authority and FAA prior to construction. Access Taxiways shall be built to FAA design standards and shall be designed and constructed to meet the same standards for taxiway construction as those for Airport taxiways.

5.4.3 Transfer & Maintenance of Improvements

5.4.3.1 After completion of construction, inspection, and approval by the Airport Authority, that portion of the Access Taxiway on Airport property shall be dedicated to the Airport Authority and maintained by the Airport Authority. Upon demand, Off-Airport Users shall reimburse the Airport Authority for cost of said pavement area maintenance. Those portions of Access Taxiways off the Airport property shall be maintained by the Off-Airport User in accordance with commercial aviation standards for maintenance of public taxiways.

5.4.4 Permitted Uses

5.4.4.1 An Off-Airport User shall only be permitted to conduct aviation activities from Off-Airport Parcels which are defined in the Access Agreement. Activities on Off-Airport Parcels are subject to all City of Biddeford and/or York County zoning ordinances and land use regulations as applicable.

5.4.5 Self-Fueling

5.4.5.1 Self-fueling operations on an Off-Airport Parcel are subject to written agreement with the Airport Authority.

5.4.6 Development Plan Compliance

5.4.6.1 Development and improvements on Off-Airport Parcels that access the Airport must be in compliance with the Airport Authority's Airport Master Plan and Airport Layout Plan and as they are amended. Off-Airport Users shall also submit Form 7460-1 to FAA prior to placing or constructing any building or other structure on the Off-Airport Parcel.

5.4.7 Residential Access

5.4.7.1 Access to the Airport from Off-Airport Parcels used for residential purposes shall not be permitted.

5.5 Access Agreement

5.5.1 Application Granting of Access

5.5.1.1 Any Off-Airport User who desires access to the Airport from an Off-Airport Parcel shall apply to the Airport Authority for an Access Agreement. The Off-Airport User shall deliver to the Airport Authority a survey plan of the Access Area, including a computation of the size of the Access Area in square footage on the Off-Airport Parcel. Additional information will be provided as detailed in the application, and the Off-Airport User shall clearly show how he/she intends on complying with the Airport Master Plan and ALP.

5.5.2 Conditions for Granting; Access Agreement

5.5.2.1 Airport Authority and Airport Authorities staff shall review the application for compliance with the Airport Master Plan, ALP, and other requirements as set forth in this Article. If issued, the Access Agreement shall continue in accordance with the negotiated terms as defined in the Access Agreement or until it expires or is revoked or terminated by the Airport Authority for cause as described below. Said Agreement is renewable with the prior written approval of the Authority.

5.5.3 Assignment of Access Agreement

5.5.3.1 The Access Agreement may not be sold, transferred or assigned without the prior written approval of the Airport Authority.

5.5.4 Contents of Agreement; Amendment of Agreement

5.5.4.1 The Access Agreement shall specify the size of the Access Area and applicable fees and royalties to be charged pursuant to this Article. Applicable access fees will be negotiated between the Airport Authority and the Off-Airport User on a case-by-case basis, and specified in the Access Agreements. An Off-Airport User shall have the right to change the Access Area on its Off-Airport Parcel from time to time only if said user notifies the Airport Authority of such change, provides a new survey of the revised Access Area, and applies for an Access Agreement for such revised Access Area. Said Agreement shall be issued if such revised access area complies with the provisions of this Article. The fee shall be adjusted appropriately due to any change in the Access Area. Any further access or change in existing access location(s) may not be allowed if it is in conflict with on-Airport future development plans. All on Airport activities will take priority over Off- Airport access.

5.5.5 Revocation; Reinstatement

5.5.5.1 The Airport Authority may revoke the Access Agreement of any Off-Airport User who does any of the following:

- Fails to pay its applicable fee or otherwise to comply with any provision of this Article, with such failure not being corrected within ten (10) days after written notice thereof is given by the Airport Authority to such user
- Fails to pay prior to delinquency the lawfully assessed and levied City or County taxes on its Off- Airport Parcel
- As provided for in the Access Agreement. Any Access Agreement that has been revoked shall be reinstated upon payment of such fee, correction of any such non-compliance, or payment of such taxes plus all penalties and interest, as applicable. The Airport Authority reserves the right at their sole discretion to permanently revoke the Access Agreement, notwithstanding the provisions of this paragraph, if such revocation is due to multiple instances of non-compliance with this Article.

5.5.6 Post-revocation Hearing

5.5.6.1 In the event that an Access Agreement is revoked, the permittee may request, in writing within 15 days of such revocation, a hearing before the Airport Authority to appeal the revocation of the Access Agreement.

5.5.7 Prohibition Against Un-Permitted Access; Penalty

5.5.7.1 It shall be an unlawful trespass for any person to utilize an access right, or enter the AOA of the Airport from an off-Airport location for aeronautical purposes, unless such person holds a valid Access Agreement.

5.5.8 Multiple Off-Airport Users; Single Parcels

5.5.8.1 Separate entities operating on common Off-Airport Parcels shall be treated as if operating on separate Off-Airport Parcels. Each entity shall apply for and obtain its own Access Agreement as outlined in this Article and shall be directly responsible for the associated fees. In the event that an Access Agreement has been entered into for several parcels within an adjacent property, all fees and conditions may be addressed in a single Access Agreement. In the event that any breach of the Access Agreement occurs, the Airport Authority, in their sole discretion, may deny access to the Airport for all or any of the parcels and lots within such adjacent property that have access to the Airport under such Access Agreement even if fewer than all of the owners of parcels or lots are in breach of the Agreement.

5.6 Access Agreement Fee; Time for Payment; Amount of Fee

5.6.1 Agreement Fee; Time of Payment

5.6.1.1 At the time of issuance of an Access Agreement, Off-Airport Users shall be charged a fee which shall be defined in the Access Agreement document. The fee shall be subject to late

charges as established and from time to time be revised by the Airport Authority if not paid within 10 days of the date due.

5.6.2 Agreement Fee; Amount of Fee

5.6.2.1 The annual fee for Airport access will be those amounts determined by the Airport Authority or as specifically defined in the Access Agreement and associated agreements. All fee amounts are subject to change.

SECTION VI

6. INSURANCE REQUIREMENTS

6.1 Insurance Requirements. Subject to modification or deviation based upon written requests made by individual operators, and approved in writing by City Biddeford, all operators, including subcontractors, shall maintain insurance with companies licensed to write business in the State of Maine, with an A.M. Best rating of "A" or higher, and acceptable to the City of Biddeford, of the kinds and minimum amounts specified below. The following insurance shall be procured at the inception of any contracts and/or leases entered into between operator and the City of Biddeford, and shall be kept in force during the duration of this agreement:

Comprehensive General Public Liability Insurance - Bodily injury/property damage, \$1,000,000 per occurrence and \$1,000,000 aggregate; and including if applicable:

Aircraft Liability - Bodily injury/property damage, \$1,000,000 per occurrence and \$1,000,000 aggregate *(if applicable)*;

Hangar Keeper's Liability - Not less than \$500,000 and at least equal to the value of the aircraft in the care, custody, and control of the hangar keeper *(if applicable)*;

Products Liability - \$1,000,000 per occurrence *(if applicable)*;

Worker's Compensation Insurance - *(if applicable)*;

Motor Vehicle Liability- Bodily injury/property damage, \$500,000 per occurrence and \$1,000,000 aggregate *(if applicable)*.

SECTION VII

7. ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS

7.1 Indemnity. Operator, including operator's subcontractors, shall defend, indemnify, and hold harmless the City of Biddeford, including any and all officers, officials, employees, attorneys, contractors, subcontractors and other agents against any and all claims, demands, actions, causes of action, or other liability, at law or in equity, including attorney's fees and other costs of litigation, on account of personal injuries or death or on account of property damage arising out of or relating to the work to be performed by operator under any contract or lease entered into between operator and City of Biddeford, resulting from the negligence or other unlawful or wrongful acts or omissions of operator, operator's employees, agents, and/or subcontractors.

7.2 Waiver of Subrogation. Operator, including operator's subcontractors shall have a waiver of subrogation endorsement to any and all insurance policies, thereby waiving their right to sue for and recover damages from the City of Biddeford.

7.3 Construction. Any structure or facility to be constructed or placed upon or within the Airport shall be constructed in a manner to conform to all safety regulations of the State of Maine and the City of Biddeford, and shall be in compliance with the requirements of current building codes and fire regulations of the City of Biddeford, as amended from time to time; and that any construction, once commenced, will be diligently prosecuted to completion. Any such construction must first be approved by the City of Biddeford in writing.

7.4 Payments. Payment shall be made monthly on the tenth day of each month unless otherwise agreed in writing. All tenants shall provide the Airport Manager with a report of operations and sales with any percentage payments as may be required by them. The City of Biddeford reserves the right to audit these reports and or statements as necessary for its purposes, unless otherwise agreed to in writing.

ATTACHMENT 1:
BASIC LEASE TERMS AND CONDITIONS:

1. Premises to be Operated for Use and Benefit of the Public

1.1. The Operator agrees to operate any leased premises of Operator on the Airport for the use and benefit of the Public and to furnish good, prompt and efficient service, adequate to meet all demands for its service at the Airport.

2. Federal Requirements; Nondiscrimination

2.1. Operator agrees that in conducting its operations under the License it shall maintain and operate its facilities and services in compliance with all requirements imposed pursuant to the Airport and Airway Improvement Act of 1982, as amended, and any regulations issued there under, as well as all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

2.2. Operator agrees: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any premises and facilities of Operator at the Airport, (2) that in the construction of any improvements on, over, or under such premises and facilities and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from the participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that Operator shall use any such premises and facilities in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

2.3. Operator agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, Nondiscrimination in Airport Aid Program, or otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Operator assures that it will require that its covered sub- organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurance from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

2.4. Operator agrees that it shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Operator may make reasonable and non- discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

2.5. Operator agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in the performance of this License on the grounds of race, color, national origin or sex, as provided in 49 CFR Part 23, Participation of Minority Business Enterprise in Department of Transportation Programs, or parallel regulations issued by the FAA.

2.6. Noncompliance with these nondiscrimination provisions after timely notice of noncompliance is provided to Operator by either the Cities or the U.S. Government, and Operator's failure to substantially remedy such noncompliance within a reasonable period, shall constitute a material breach of these provisions and this License. In the event of such noncompliance, the Cities shall have the right to terminate this License and any estate created hereunder, without liability therefore, or at the election of the Cities or the United States, either or both shall have the right to judicially enforce such provisions.

3. Aircraft Service by Owner or Operator of Aircraft

3.1. No right or privilege granted herein shall serve to prevent persons operating aircraft on the Airport from performing any services on their own aircraft with their own regular employees and equipment (including, but not limited to, repair and maintenance); provided that the Airport Rules and Regulations and License provisions are followed.

4. No Exclusive Rights

4.1. Nothing herein contained shall be construed to grant or otherwise authorize the granting of an exclusive right to provide any aeronautical service to the public or to conduct any aeronautical activity on the Airport.

5. Airport Development

5.1. The Airport Authority reserves the right to further develop or improve the Airport as they see fit, without unreasonable interference or hindrance. If the physical development of the Airport requires the relocation of Operator-owned facilities during the any lease term, the Cities agree to provide a comparable location without any unreasonable interruption to the Operator's activities, and agree to relocate all Operator- owned buildings or provide similar facilities for the Operator at no cost to the Operator, except as amended by a written lease with the Operator.

6. Airport Authority Right to Maintain the Airport

6.1. The Airport Authority reserve the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

7. Right of Flight

7.1. There is hereby reserved to Airport Authority, their successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace

above the surface of any leased premises of Operator on the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from or operating on the Biddeford Municipal Airport.

8. Airport Obstructions or Other Hazards

8.1. The Operator expressly agrees for itself, its successors and assigns that it will (1) not erect nor permit the erection of any structure or object nor permit the growth of any tree on any leased premises of Operator on the Airport that violates 14 CFR Part 77 Surfaces; (2) not make use of any such leased premises in any manner which might interfere with operation or safety of the Airport or otherwise constitute a hazard; and (3) submit form 7460-1 and 7480-1 (if applicable) to the FAA at least 30 days prior to the construction of any structure or potential obstacle.

8.2. The Airport Authority reserve the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, and to prevent and abate any hazard or interference, including (1) the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Authority, would limit the usefulness of the Airport or constitute a hazard to the aircraft, and (2) the right to enter upon leased premises and to remove the offending structure or object, abate the interference, or cut the offending tree, all of which shall be at the expense of the Operator.

9. Compliance with Laws, etc.

9.1. The Operator shall comply with the Airport Rules and Regulations, the Airport Security Plan, Airport Minimum Standards, and the Airport Operations Manual, as existing at the time the License is granted, or as amended from time to time thereafter at the Airport Authority sole discretion. The Operator shall comply with all federal, state and municipal laws, ordinances, codes and other regulatory measures (specifically including but not limited to all FAA and U.S. Environmental Protection Agency ("EPA") requirements) now in existence or, as may be hereafter modified or amended, applicable to the operation conducted. If the Operator fails to comply with this provision and the requirements referenced herein and such failure results in damage or expense to the Airport Authority, the Operator shall indemnify the Airport Authority for that damage or expense. Operator shall, at its sole cost and expense, pay all taxes, fees and other charges that may be levied, assessed or charged by any duly authorized agency.

10. Required Licenses and Certificates

10.1. The Operator shall procure and maintain during the term of the agreement all licenses, certificates, permits and other similar authorizations required for the conduct of its authorized business operations on the Airport.

11. Handling of Waste Liquids

11.1. No substances likely to impair the operation of sewage or drainage systems, or otherwise not permissibly placed in such sewage or drainage systems, shall be placed therein; nor shall oils, greases, detergents or other liquid wastes be disposed of by pouring on the ground. All rules, regulations, advisory publications or other requests issued by the United States EPA or competent governmental authority shall be complied with at all times, including but not limited to the installation of a grease and oil trap designed to catch all oils, greases, detergents, and other insoluble substances used in the maintenance and washing of the Operator's or the Operator's customers', aircraft. Installation of said trap shall conform to the recommended specifications of the USEPA, the State of Maine, the City of Biddeford, any applicable special district, and the sewage operator.

12. Indemnification

12.1. In concert with and in addition to the insurance requirements set forth herein, Operator shall indemnify, protect, defend, and hold Airport Authority, their officers, employees, and agents, and their insurers, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of any leased premises of Operator on the Airport, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Airport Authority. Operator shall use counsel reasonably acceptable to the Cities in carrying out its obligations hereunder.

12.2. Airport Authority shall give Operator reasonable notice of any claims or actions against the City of Biddeford, which directly or indirectly affect Operator, and Operator, shall have the right to compromise and defend the same to the extent of its own interest.

12.3. Operator agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Field and Runway Area, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Operator's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the Airport Authority by the U.S. Government, Operator will reimburse Airport Authority for all expenses, including attorney fees, incurred by Airport Authority in defending against the civil penalty action and for any civil penalty or settlement amount paid by Airport Authority as a result of such incursion or breach of airfield or sterile area security. Airport Authority shall notify Operator of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of TSA Part 1542, Airport Security, TSA

Part 154 4, or FAR Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers.

12.4. The provisions of this section shall survive the expiration or early termination of this License for matters arising before such expiration or early termination.

13. Right of Entry

13.1 . Any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport during normal operating hours, and for any purpose incidental to, or connected with the performances of the Operator's obligations under this License or in the exercise of their function as a representative of the Airport Authority.

13.2. Further, any official representative of the Airport Authority may enter upon any leased premises of Operator on the Airport at any time in response to an emergency.

13.3. To facilitate 8.13.2 above, the Operator shall either provide escrowed door keys, access codes, or the like to the Airport Manager for any leased premises of Operator on the Airport, or accept responsibility and hold Airport Authority harmless for possible damage to such leased premises as a result of a forced entry by Airport Authority representatives in responding to an emergency.

14. Termination

14.1. Upon the expiration or other termination of a Lease or License, the Operator's rights to the premises, facilities, other rights, licensed services and privileges granted in this License shall cease, and the Operator shall, upon such expiration or termination immediately and peacefully surrender the same.

15. Assignment

15.1. All covenants, stipulations and provisions in a Lease or License shall extend to and bind the Operator's legal representatives, successors and assigns.

15.2. This Lease or License may not be assigned, without the prior written consent of the Biddeford Municipal Airport Authority, which shall be exercised in the Biddeford Municipal Airport Authority sole discretion after consideration of, among other things, the qualifications of the proposed assignee, the effect of the assignment on the Biddeford Municipal Airport Authority, and the effect of the assignment on competition at the Airport. Assignment shall not relieve the Operator from its obligations under the License unless expressly so stated in the Biddeford Municipal Airport Authority written consent.

15.3. As used herein, "assignment" means and includes, but is not limited to, (i) the grant or transfer of any right, title, possession, lien, encumbrance, security interest or other interest in, on or to any party of the stock or other ownership interest of Operator, (ii) grants or transfers to a single person or entity, including to any other person(s) and entity(ies) directly or indirectly controlled by it or which directly or indirectly control it, of any right, title, possession, lien, encumbrance, security interest or other interest in, on

or to any part of the stock or other ownership interest of Operator, (iii)) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the income or profits (however they may be measured or defined, e.g., gross income, gross profit, operating profit, net profit) of Operator, and (iv) the grant or transfer of any right, title, lien, encumbrance, security interest or other interest in, on or to some or all of the cash flow (however it may be measured or defined) of Operator. If Operator shall assign or attempt to assign its interest in the whole or any part of this License in violation of this Article, such assignment shall be void and this License shall thereupon automatically terminate. Airport Authority consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

16. Subordination

16.1. This Lease or License shall be subordinate to the provisions and requirements of any existing or future agreement between Biddeford Municipal Airport Authority, the State of Maine, and the United States, relative to the development, operation or maintenance of the Airport. This License and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport, or the exclusive or nonexclusive use of the Airport by the United States, during the time of war or national emergency.

ATTACHMENT 2:

DEFINITIONS

The following terms shall have the following meanings:

Aeronautical Activity or Activities - Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft or another aeronautical activity or which contributes to or is required for the safety of such operations.

The following activities, without limitation, which are commonly conducted on airports, are considered "Commercial Aeronautical Activities " within this definition: aircraft charter, pilot training, aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), aircraft sales and service, sale of aviation fuel and oil, aircraft maintenance, sale of aircraft parts, and any other activities which, in the sole judgment of the Authority, because of their direct relationship to the operation of aircraft or the Airport, can be appropriately regarded as an aeronautical activity.

AC - Advisory Circular

Access Agreement - Any document approved by the Authority, granting aeronautical access to the Airport by an Off-Airport User, subject to the provisions of this Article. Such Agreement will specify the particular terms, conditions and limits of Airport access, and shall describe the Access Area.

Access Area - The entire portion of an Off-Airport Parcel, described in an Access Agreement, which is used by the Off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, landscaping or other uses.

Access Taxiway - An aircraft taxiway or taxilane, located on or off the Airport, that connects into a taxiway or taxilane on the Airport and that is constructed for the purpose of allowing aircraft to taxi between the Airport and Off-Airport Parcel(s).

Agency - Any governmental (local, state, or federal) entity, agency, organization, unit, or authority.

Agreement - An enforceable by law, written contract between two or more parties.

Air Charter or Taxi - The providing of air transportations for persons or property as an air taxi operator or charter basis for hire.

Air Operations Area (AOA) - A portion of the Airport designated and used for landing, taking off, or surface maneuvering of Aircraft. There are two areas of the AOA, the movement area and the non- movement area. These areas are shown on the Airport Layout Plan (ALP).

Aircraft - Means aeronautical devices including, but not limited to, powered aircraft, gliders, helicopters, parachutes, hang gliders, and balloons.

Aircraft Maintenance - Means the repair, adjustment, or inspection of aircraft. "Major Repairs" means major alterations to the airframe, power plant, propeller, and accessories as defined in 14 CFR Part 43. "Minor Repairs" means normal, routine annual inspection with attendant maintenance, repair, calibration or adjustment or repair of aircraft and their accessories.

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

Airport - The Biddeford Municipal Airport, owned and operated by the City of Biddeford, including all portions thereof.

Airport Commission - An advisory board to the City of Biddeford and Airport Management, to ensure local ordinances and state and federal laws, and to ensure the airport is operated in the benefit of the public.

Airport Layout Plan (ALP) - The current FAA-approved drawings depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, taxiway, buildings, roadways, utilities, navigational aids, apron, airport operations areas, etc.

Airport Manager - That person or his / her designated representative that is responsible for the administration and management of Airport property, operations, material assets, financial assets and employees. The term "Airport Management" is interchangeable with the term "Airport Manager", and shall have the same meaning and authority for purposes of federal, state, and local law.

Airport Security Plan - Required TSA document regarding the applicable security regulations that require airport compliance.

Apron - Those paved areas of the Airport within the AOA designated for the loading or unloading of passengers or cargo, servicing, or parking of aircraft.

ARFF - Aircraft Rescue and Fire Fighting.

Assurance - Voluntary compliance a recipient of Federal airport development assistance to abide by a provision contained in a Federal grant agreement.

Authority - The Biddeford Municipal Airport Authority shall be considered a person holding a position of employment, within the City of Biddeford, who has been designated to one of the following positions; Airport Manager, Chief Operating Officer, or City Manager.

Building - The main portion of each structure, all projections or extensions therefrom and any additions or changes thereto, and shall include hangars, garages, outside platforms and docks,

carports, canopies eaves and porches. Paving, ground cover, fences, signs and landscaping shall not be included in this definition.

CFR - Code of Federal Regulations

City - The City of Biddeford, Maine

Commercial - That which involves or makes possible earnings, income, compensation (including exchange of service), and/or profit, whether or not such objectives are accomplished.

Commercial Aeronautical Activity - Any activity in which the purpose is to collect income, profit, compensation, or earnings (regardless of whether or not said purposes are accomplished) which utilized the operations in any part of an aircraft(s).

Equipment - All machinery, supplies, tools, trade fixtures and apparatus necessary to the proper conduct of the activity being performed.

FAA - Federal Aviation Administration of the United States government.

FAR- Federal Aviation Regulations

Fire Code - The version of the Fire Code adopted by the City of Biddeford from time to time. Upon the effective date of these Rules, that was the Uniform Fire Code, 2003 Edition.

Flight Training - The dual, solo, ground, and proficiency instruction of pilots in either a fixed or rotor wing aircraft to complete various FAA licenses and/or ratings.

Fuel Handling - The transporting, delivering, fueling, or draining of fuel or fuel waste products.

General Aviation - All aviation activities except government and cargo and/or passenger air carriers.

Grant Agreement - Any agreement between the FAA and the B19 Airport to obtain federal funding or a conveyance of land to be used for airport purposes.

Hazardous Materials - Means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local government authority, the State of Kansas or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is: (1) defined as a "hazardous substance" under appropriate state law provisions; (2) petroleum; (3) asbestos (4) designated as "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1321); (5) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 USC Section 9601); or (7) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks) (42 USC Section 6991).

Improvements - All buildings, structures and facilities, including, but not limited to, pavement, fencing, signs and landscaping constructed, installed or placed on, under or above any leased area by or with the concurrence of a lessee. Plans and specifications for all improvements must be approved by the City for conformity with its building and construction standards.

Lease - A contractual agreement between the Authority and a person, granting the use of a defined ground area on the Airport for a term of years, and establishing conditions for its use.

Leased Premises - Land, property, buildings and other improvements leased by an operator for performance of their approved activities.

License - A contractual agreement between the Authority and a person, granting a concession or otherwise authorizing the conduct of a commercial activity on the Airport, which is in writing and enforceable by law. A license may be a stand-alone document, or may be combined with a lease into one document.

MDOT - Maine Department of Transportation

Master Plan - An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the Authority, a copy of which is on file and available for inspection in the Airport office, and any amendments, modifications, revisions, or substitutions thereof. The ALP is a part of the Master Plan.

Minimum Standards - Standards set by the Biddeford Municipal Airport that must be met by any entity wanting to conduct commercial aeronautical activity on the Biddeford Municipal Airport.

Movement Area - Runways, runway safety areas, taxiways, taxilane, taxiway safety area and other areas of the Airport that aircraft use for taxiing/hover taxiing, air taxiing, takeoff and landing, exclusive of loading ramps and parking areas as shown on the ALP.

National Fire Protection Association (NFPA) - All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial - Not for the purpose of securing earnings, income, compensation (including exchange of service), and/or profit.

Off-Airport User - An owner or user or an Off-Airport Parcel who desires to operate aircraft directly between its Off-Airport Parcel and the Airport.

Off-Airport Parcel - Any tract of land, or portion thereof, not located on the Airport that abuts or will abut an Access Taxiway or Taxilane as such may exist from time to time.

Operator - Means any person based on the Airport and providing one or more commercial aeronautical services at the Airport. All Fixed Based Operators (FBOs), Retail Self Service Fueling Operators (RSFOs), and Specialized Aviation Service Operators (SASOs), are defined as operators, per se.

Person - Any individual, firm, sole proprietorship, corporation, company, limited liability entity, association, joint stock association, partnership, co-partnership, trust, estate, political body or

other form of entity, and includes any trustees, receiver, assignee, or similar representative thereof.

Principals - For corporations, the directors, officers and stockholders holding more than 10% of the company stock. For partnerships, all general and limited partners. For limited liability entities, all managers and members holding more than a 10% interest. For other entities, all those having authority to act for the entity, or being a 10% or greater beneficiary or interest holder.

Property - Pertains to anything owned by an entity.

Ramp - A paved area suitable for aircraft parking.

Refueling Vehicle - Any vehicle used for fuel handling, including without limitation fuel servicing hydrant vehicle and hydrant carts.

Regulatory Measures - Federal, state, county, local, airport laws, codes, statutes, ordinances, orders, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation (USDOT), United States Department of Homeland Security, FAA, TSA, NFPA, Aircraft Rescue and Fire - fighting Standard Operating Guidelines, the Airport Certification Manual and Airport Security Plan, and these Rules; all as may be in existence, hereafter enacted, and amended from time to time.

Release - Any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

Repair Facility - A facility utilized for the maintenance, repair and overhaul of Aircraft to include airframe, power plant, propellers, radios, instruments and accessories. Such facility will be operated in accordance with pertinent FAA regulations.

Repair Station - An Aircraft Maintenance facility certificated under 14 CFR Part 145 and the FAA to perform specific maintenance functions.

Scheduled Air Carrier - Any operator who undertakes directly, or by other arrangements, to engage in air transportation for hire under FAR Parts 135, 121 or 380, on a scheduled basis, over specific routes to provide scheduled passenger service. Conditions, requirements and standards for this type of commercial aeronautical activity shall be governed by the terms of an airport use agreement, and are not subject to the requirements of the Minimum Standards.

Self-Fueling-The owner, or owner's employees by means of the owner's equipment, of an aircraft fueling that aircraft.

Sublease - A lease granted by an Airport lessee to another entity of all or part of the property leased from the Authority, where on a sole or joint lease basis.

Taxilane - The portion of the Airport used for aircraft access between taxiways, hangars, and aprons as shown on the ALP.

Taxiway - A defined path, usually paved, over which aircraft can taxi from one part of an airport to another (excluding the runway) as shown on the ALP.

Through the Fence or Off-Airport Access - Operations that are conducted off the actual Airport property that have aeronautical access to any portion of the Airport's runway or taxiway system through a written agreement or permit with the Authority.

Tie-Down - The area, paved or unpaved, suitable for parking and mooring of aircraft wherein suitable tie- down points have been located.

Transient Aircraft - Any aircraft utilizing the Airport for occasional transient purposes and which is not based at the Airport.

TSA - Transportation Security Administration

VAS - An unmanned aircraft system (also referred to as a drone) that is operated without a human pilot onboard. Instead, the UAS is controlled by an operator on the ground.

sUAS - Small unmanned aircraft systems weighing less than 55 pounds.

Vehicle - Any apparatus with the ability of moving itself from place to place on wheels that does not need human muscular power (excludes objects designed primarily to move through the air).

ATTACHMENT 3:

APPLICATION PROCESS

B19 License/Lease Process

This is a general guide to the lease process. The Biddeford Municipal Airport Authority may deviate from this process as needed from time to time.



ATTACHMENT 4:
APPLICATION FOR AIRPORT USE
AGREEMENT OR LEASE AGREEMENT

Any person wishing to acquire the use of land or establish or use any facility on the Airport for any activity or to establish a commercial aeronautical activity with direct access to the airport from adjacent property shall be furnished a copy of these rates and standards, as amended from time to time, and shall make an application in writing, filed with the Airport Manager, setting forth in detail the following:

1. The name and address of the applicant;
2. The proposed land use and/or services to be offered;
3. The requested or proposed date for commencement of the activity and the term of conducting same;
4. The amount of land to be leased;
5. The financial responsibility and ability of applicant or operator to carry out the activity sought;
6. Any person(s) wishing to establish a flight training program shall also include the following information:
 - a) Licenses and Qualifications of the instructor
 - b) Type of training to be provided
 - c) Curriculum description
 - d) Aircraft registration and certifications
 - e) Provisions for aircraft storage and maintenance
 - f) Provisions for rest rooms and briefing rooms
 - g) Fee structure
 - h) Other information as deemed relevant
7. Any person(s) wishing to conduct parachute operations shall also include the following information:
 - a. Licenses and Qualifications of the instructor(s)/jumper(s)/pilot(s)
 - b. Type of training to be provided (*if applicable*)
 - c. Curriculum description (*if applicable*)
 - d. Aircraft registration for jump plane and certifications of pilot
 - e. Provisions for aircraft storage and maintenance (*if applicable*)
 - f. Provisions for rest rooms and briefing rooms (*if applicable*)
 - g. Fee structure (*if applicable*)
 - h. Safety devices and equipment, which will be used
 - i. Intended altitude of jump
 - J. Copy of Standard Operating Procedures (*if applicable*)
 - k. Proof of United States Parachute Association Membership
 - l. Dates and hours of intended operation

Application For Business License, Airport Use Agreement and Lease Agreement <i>Biddeford Municipal Airport</i>			
Section I: <i>Contact Information</i>			
Legal Name:			
Mailing Address:			
Phone Number:			
E-mail Address:			
Section 2: <i>Business Information</i>			
Type of Business:	☐ Fixed Base Operator (FBO) ☐ Multiple Service FBO ☐ Specialized Aeronautical Service ☐ Restaurant ☐ Independent Operator		
Proposed Service:			
Name of Business:			
Name of Owner:			
List any Co-Owners:	Title:	Name:	
Address:			
Website:			
Phone Number:			
E-mail Address:			
Please indicate the number of years in business: 1			
Section 3: <i>Additional information for Proposed Business:</i>			

I. Description of Facility: (Include Size, Type of Building, Intent to Lease or Build, Location and Amount of Land to be Leased) (Use additional sheet if necessary to completely answer)															
2. Proposed Date of Commencement of Business: Date: _____															
3. Employment Information: Number of Employees /New Jobs Created: Anticipated Salary Ranges of Employees:															
4. Names and Qualifications of Key Personnel <table border="0"><tr><td>Name:</td><td>Qualifications:</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></table>		Name:	Qualifications:	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name:	Qualifications:														
_____	_____														
_____	_____														
_____	_____														
_____	_____														
_____	_____														
_____	_____														
5. Proposed Hours of Operation _____ _____															
6. Number and Types of Aircraft to be Provided/Maintained (as applicable) <table border="0"><tr><td>Aircraft Type:</td><td>Quantity:</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></table>		Aircraft Type:	Quantity:	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____		
Aircraft Type:	Quantity:														
_____	_____														
_____	_____														
_____	_____														
_____	_____														
_____	_____														

2. Proposed Date of Commencement of Business:

3. Employment Information: Number of Employees /New Jobs Created: Anticipated Salary Ranges of Employees:
--

Anticipated Salary Ranges of Employees:

[illegible]

Qualifications:

5. Proposed Hours of Operation

6. Number and Types of Aircraft to be Provided/Maintained <i>(as applicable)</i>	
Aircraft Type:	Quantity:

Quantity:

10. Please Attach the Following Documents

The following documents at a minimum must accompany the submittal of this Application. Failure to attach may cause Application to be incomplete and not considered.

- 1) Corporate Financial Statements / Banking References
- 2) Personal Financial Statements for Previous Two (2) Years (If a family owned business of no previous corporate financial history available, or at the discretion of the Authority)
- 3) Demonstration of Financial Capability to Initiate Operations, Construct Improvements, and Provide Working Capital to Carry on Operations (Include cash flow and a profit and loss projection for the first five years of the proposed operation)
- 4) Disclosure of Sources and Terms of Financing

Please attach any additional information you feel would be important to include with your application.

11. All commercial activities conducted on the Biddeford Municipal Airport require an approved Business License, Airport Use Agreement or Lease Agreement.

Any information furnished in this application which is prominently marked on each page as "confidential" by the applicant shall be considered proprietary and shall be kept confidential by the Authority to the extent permitted under State and Federal regulations.

All questions and comments should be directed to the Airport Manager.

Biddeford Municipal Airport
88 Landry Street
Biddeford, ME 04005
Phone: (207) 282 - 1893

SECURITY PLAN

BIDDEFORD MUNICIPAL AIRPORT

April 24, 2019

For Official Use Only (FOUO)

TABLE OF CONTENTS

PART	SECTION	PAGE
I. Introduction		
	A. Purpose	1
	B. Airport Security Committee	1
	C. Point of Contact	1
II. Communication Plans		
	A. Contact Information	2
	B. Pilots/Tenants/Airport Personnel	2
III. Airport Facilities		
	A. General Information	2
	B. Access control	3
	C. Hangars	3
	D. Lighting	3
	E. Signage	4
	F. Fueling	4
IV. Law Enforcement Support/Surveillance Procedures		
	A. AOPA Watch Program	4
	B. Routine Patrols	5
	C. Homeland Security Alert System	5
	D. Training	6
	E. Contact Information	6
V. Incident Management		
	A. Suspicious Activity	7
	B. Bomb Threats or Other Threat	7
Appendix:		
	1. – Emergency Contact Information	
	2. – Airport Tenant Contact List	
	3. – Airport Diagram	
	4. – Security Incident Report Form	

PART 1 – INTRODUCTION

A. Purpose:

The Biddeford Municipal Airport Commission and the City of Biddeford have developed this security plan to enhance the security of general aviation operations at the Biddeford Municipal Airport. Although the airport is not currently regulated by the Transportation Security Administration (TSA), guidelines issued by the Aviation Security Advisory Committee (ASAC) working group on general aviation security were reviewed during development of this plan. The intent of this security plan is to help the airport commission, tenants, and local law enforcement enhance security of the airport grounds, facilities, buildings and procedures. The security plan will also identify procedures to use in an emergency and to report suspicious behavior.

B. Airport Security Committee

A security committee is recommended, with a minimum of three people and a maximum of seven people on the committee. The airport manager must be one of the committee members. Other individuals that qualify to be on the airport security committee are as follows: airport employees, fixed base operator, airport commission member, police officer, fire fighter, city manager, or city employee holding a supervisory or management position. The purpose of the committee will be to review the security measures at the airport and establish or update procedures accordingly.

Airport Security Committee Members:

Name:	Title/Position:	Phone Number:	Email:

C. Point of Contact

The Airport Security Primary Point of Contact is the Airport Manager. The airport manager can be reached at 207-282-1893 during working hours, and 207-468-3261 after hours.

The Airport Security Point of Contact is available as the emergency contact for information from the Maine DOT, Maine Homeland Security, or the TSA on a 24 hour basis. If unavailable for any reason, the City Police Dispatch should be contacted at 284-4551.

PART II – COMMUNICATION

A. Contact Information

All emergency airport contact information is listed in Appendix 1. Also included is a listing of all tenant contact information in Appendix 2. Emergency contact information is posted in FBO hangars, the pilot lounge, and on the office bulletin board.

B. Pilots/Tenants/Airport Personnel

The GA Security brochure and emergency point of contacts have been distributed to local pilots, tenants and airport personnel. As needed, but at least annual communication or meetings with tenants and pilots will be provided to address security concerns. The airport security contact person will disseminate the information as needed.

Information is posted in strategic locations including the pilot lounge, FBO hangars and main office.

PART III – PHYSICAL AIRPORT REVIEW

A. General Information

The Airport is a general aviation airport with a runway length of 3011 feet, 43 based single engine aircraft and 3 ultralights, and is classified as a General Aviation Airport, with Class G airspace. Approximately 15,000 operations (take offs and landings) take place at the Airport in one year. Activities include: *Flight instruction, aircraft rental, charter service, banner towing, and parachute operations routinely operate at B19 throughout the year. On occasion, agricultural sprayers also use the airport during the summer. Some cargo is transported in or out of this airport.*

B. Access Control

The airport has chain-link fencing along the entrance and adjacent road. The airport perimeter is not entirely fenced. Access to the airfield would not be difficult from several different points around the airport perimeter and not easily noticed in some of the areas. No fencing of this area is planned at this time.

Vehicle access to the airside area is restricted through fencing. Only authorized automobile traffic is allowed on aircraft operating areas. Emergency personnel have been provided a key to all locked gates at the airport.

Access to the apron area and privately owned hangars, is controlled through signage, an electronic gate and a secure doorway. Although an electronic gate is installed, it is only operated through the use of, an assigned gate access card.

There are two gates (entry points for vehicles) located at the airport, one access gate (entry point for persons) to the apron, and several doorways (entry points for persons) to main building and hangars, and are identified on the Airport Diagram in Appendix 3. All doorways are secured with security devices (cypher locks, keyed locks, or door latches/pins) and the hangar doors in Hangar A, are electric with continuous – contact switches located on the inside of the hangar.

C. Hangars

The airport has 31 conventional hangars, with a capacity of approx. 50 aircrafts. Each hangar is equipped with padlocks on pedestrian doors and a locking system for the main hangar door. A list of tenants is attached in Appendix 2. It is a policy of this airport to keep hangar doors shut and locked when tenants are not present and aircraft(s) are in the hangar.

D. Lighting

The hangars and terminal buildings are lit with motion sensor lighting and/or standard lighting. The aprons and parking lot are lit with standard outdoor lighting from dusk until dawn.

E. Signage

Restrictive signs are posted at vehicular and pedestrian access points. AOPA Watch signs are also posted at strategic locations. No Trespassing signs are posted along the perimeter fencing.

F. Fueling

One below ground tank holds 10,000 gallons of avgas. Pump is open 24 hours, every day. Self-fueling is conducted at this airport. Proper signage is displayed around fuel pump and emergency shut off switch is labeled and located near fuel pump.

G. Airport Diagram

An airport diagram is attached in Appendix 3 showing the fencing and access points, access to hangars and buildings, and emergency shut off switches.

PART IV – SURVEILLANCE AND LAW ENFORCEMENT SUPPORT

A. Airport Watch Program

The Airport uses the AOPA Airport Watch Program. Signs are posted at vehicular and pedestrian access points. Training has been provided to airport tenants and pilots on recognizing suspicious behavior. Posters reminding pilots are posted in the pilot lounge and the hangars. Local police are aware of the Airport Watch Program and assist in training programs.

B. Routine Patrols

The city police department provides routine patrols around the vicinity of the airport and will periodically patrol the main parking lot/entrance to airport property.

C. Homeland Security Alert System (HSAS)

The processes under each level can be changed to meet the local needs of the airport.

The five HSAS Alert Conditions correspond to various levels of threat to security. The TSA will determine whether to increase or decrease the HSAS Alert Condition for civil aviation security. The Biddeford Municipal Airport has identified additional procedures when the threat level increases.

Upon notification by Homeland Security, TSA, or the Maine DOT, that an HSAS Alert Condition has been implemented, upgraded or downgraded, the Biddeford Municipal Airport will follow the plan contained within the corresponding Alert Level.

Condition Green: This condition is declared when there is a low risk of terrorist attacks.

- Verify and maintain effective communications to ensure reliable communications between the airport and first responders.
- Report suspicious activity to local law enforcement and the TSA GA Secure program.
- Law enforcement maintains routine patrols at the airport.
- AOPA Watch Program is encouraged.
- Fuel farms are secured.
- Awareness of TFRs and flight restrictions.

Condition Blue: This condition is declared when there is a general risk of terrorist attacks. Same as Condition Green plus:

- Practice increased vigilance.

Condition Yellow: This condition is declared when there is a significant risk of terrorist attacks. Same as Condition Green and Blue plus:

- Law enforcement increases patrols at the airport.
- Continue to implement AOPA Watch Program and renew training.
- Be aware of increased TFRs and flight restrictions.
- Verify contacts and communications for all airport responders including civilian/military bomb squads/EOD units, explosive detection canine teams, medical, fire, etc.

Condition Orange: This condition is declared when there is a high risk of terrorist attacks. Same as Condition Green, Blue, and Yellow plus:

- Law enforcement adds additional patrols at the airport.
- Increased vigilance through the AOPA Watch Program is encouraged and promoted.
- Post additional advisories.

Condition Red: This condition reflects a severe risk of terrorist attacks. Same as Condition Green, Blue, Yellow and Orange plus:

- Restrict access as necessary.
- Airport Security Point of Contact disseminates information as necessary.
- Law enforcement adds additional patrols at the airport.
- Extreme vigilance through the AOPA Watch.
- Report suspicious activity to local law enforcement and the TSA GA Secure program.

D. Training

The city police department, have been trained on the airport facility, pilot identification, and security procedures at the airport. At least once a year, officers will be updated on any changes at the airport.

E. Contact Information

The local law enforcement agency have been provided contact information of all tenants and emergency contact information for the airport.

PART V – INCIDENT MANAGEMENT / EMERGENCY RESPONSE

A. Suspicious Activity

Any person on the airport that observes suspicious behavior needing immediate attention in or around aircraft should contact local law enforcement immediately by calling 911.

If the activity is not an emergency situation, but needs reviewed, the activity should be reported to 1-866-GA-SECURE and the local airport security contact. The local airport security contact will complete a Security Incident form, included in Appendix 4, and fax, mail or e-mail to the City of Biddeford Chief Operating Officer and send a copy to the Maine DOT Office of Aviation.

B. Unauthorized Unmanned Aircraft System (UAS) Activity on Airport Property or within Runway Approach Surfaces

All unauthorized UAS operations, commonly referred to as drone operations, on airport property or within the runway approach surfaces require immediate attention. If the UAS is or appears to be within the runway approach surface or possible flight path of an aircraft, then a notice to airman (NOTAM) should be posted immediately closing the runway that is affected and law enforcement should be contacted immediately.

C. Trespassing on Airport Property

All trespassers will be reported to the local authority and the airport will pursue charges against the trespasser(s). The airports protocol is to request the trespassers name and notify them, they are trespassing and need to vacate the premises and the airport employee will contact the local authorities. If the trespasser is on an ATV then the airport employee will also get the registration sticker information if possible. All information will be given to the proper authorities.

D. Vandalism, Theft, or Threatening Acts.

Any person on the airport that observes or witnesses vandalism, theft, or threatening acts is required to contact local law enforcement immediately by calling 911.

E. Active Shooter

In the event of an active shooter, the main building will be locked down, if possible. Employees are to direct any bystanders to a safe area. Once in a safe location, contact law enforcement immediately by calling 911. If you are in a room, if possible lock the door, barricade the doorway, shut off all lights, move away from the doorway and windows, stay low and wait for law enforcement to arrive.

F. Bomb Threats, or other Threat of Sabotage

Upon direct or referred receipt of; bomb threats, threats of sabotage, aircraft piracy, and other unlawful interference to civil aviation operations, the airport will immediately evaluate the threat in accordance with this security plan and report to the appropriate authorities on the contact list. Contact 911 immediately.

*A bomb threat checklist is provided on the following page.

BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

If a bomb threat is received by handwritten note:

- Call _____
- Handle note as minimally as possible.

If a bomb threat is received by e-mail:

- Call _____
- Do not delete the message.

Signs of a suspicious package:

- No return address
- Excessive postage
- Stains
- Strange odor
- Strange sounds
- Unexpected delivery
- Poorly handwritten
- Misspelled words
- Incorrect titles
- Foreign postage
- Restrictive notes

*** Refer to your local bomb threat emergency response plan for evacuation criteria**

DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at OBP@dhs.gov



Homeland Security

2014

BOMB THREAT CHECKLIST

DATE:

TIME:

TIME CALLER
HUNG UP:

PHONE NUMBER WHERE
CALL RECEIVED:

Ask Caller:

- Where is the bomb located?
(building, floor, room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (background/level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice	Background Sounds	Threat Language
☐ Female	☐ Animal noises	☐ Incoherent
☐ Male	☐ House noises	☐ Message read
☐ Accent	☐ Kitchen noises	☐ Taped message
☐ Angry	☐ Street noises	☐ Irrational
☐ Calm	☐ Booth	☐ Profane
☐ Clearing throat	☐ PA system	☐ Well-spoken
☐ Coughing	☐ Conversation	
☐ Cracking voice	☐ Music	
☐ Crying	☐ Motor	
☐ Deep	☐ Clear	
☐ Deep breathing	☐ Static	
☐ Disguised	☐ Office machinery	
☐ Distinct	☐ Factory machinery	
☐ Excited	☐ Local	
☐ Laughter	☐ Long Distance	
☐ Lisp		
☐ Loud		
☐ Nasal		
☐ Normal		
☐ Ragged		
☐ Rapid		
☐ Raspy		
☐ Slow		
☐ Slurred		
☐ Soft		
☐ Stutter		

Other Information:

APPENDIX 1

AIRPORT EMERGENCY CONTACT INFORMATION

	Name	Primary Phone Number	Secondary Number
Airport Security Point of Contact	Pete Donaher	207-468-3261	207-282-1893
Airport Manager	Pete Donaher	207-468-3261	207-282-1893
Airport Commission Chair	Rick Laverriere	207-282-5272	207-286-6269
Police Department	Roger Beaupre	911	207-282-5127
County Sheriff		911	
Fire Department	Scott Gagne	911	207-282-6632
County Emergency Manager			
Maine Department of Homeland Security	Daisy Mueller (Critical Infrastructure Protection)	207-215-9402	
Maine DOT Office of Aviation	Stacie Haskell Tim LeSiege	207-624-3243	207-624-3249
Federal Bureau of Investigation (Local Field Office)		207-774-9322	
AOPA Watch		1-866-GA-SECURE	1-866-427-3278
Transportation Security Administration			
TSA Airport Watch Hot-Line		866-427-3287	
Local TSA Federal Security Director			

APPENDIX 2
AIRPORT TENANT CONTACT LIST

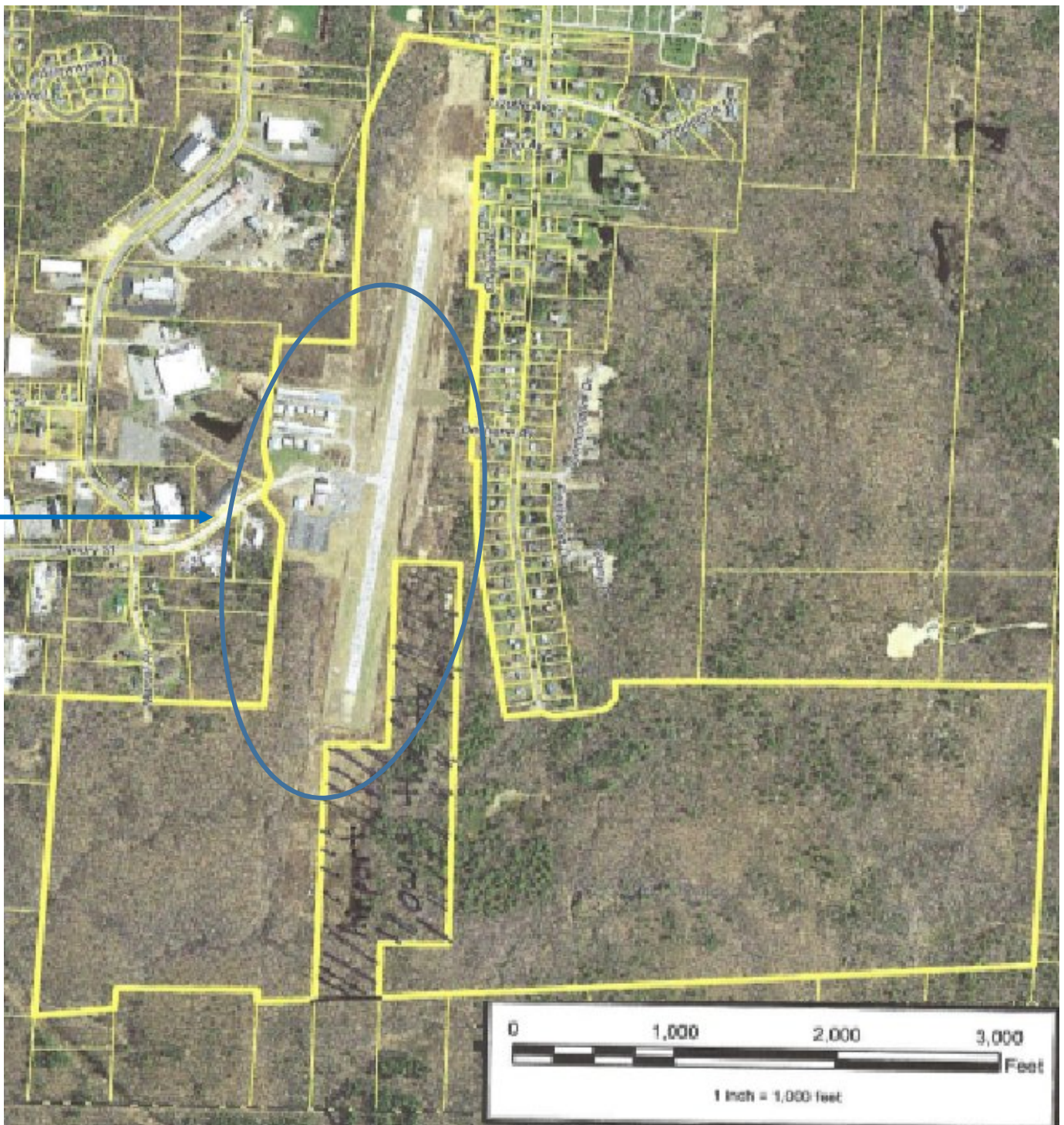
Fixed Base Operator: CITY OF BIDDEFORD

Phone Number: 207-282-1893

Airport Tenants

Name	Phone Number	Aircraft	N – Number	Hangar Location
Steve Welch				EAA
Paul B. Lariviere				100
Marcel Bertrand				101
Joel Keller				103
Marcel Bertrand				105
John O'Donnell				102
Thomas Sinclair				104
Gerald Polakewich				106
Roland Belair				108
Len Clow				110
Frederick Celce				112
Theodore Poirier				114
Thomas Bryand				116
Peter Hertel				118
Michael Glaude				131
John Apte				133
Richard Rousseau				135
Christopher Griffith				137
Donald Saucier				139
Claudette Gadbois				141
Richard Pate				130
Alan Godburn				132
Edward Gallagher				134
Lannie McGahey				136
Roger Cross				138
Steve Morris				140
Eldon Morrison & Ward Hand				142
Eldon Morrison & Ward Hand				144/146

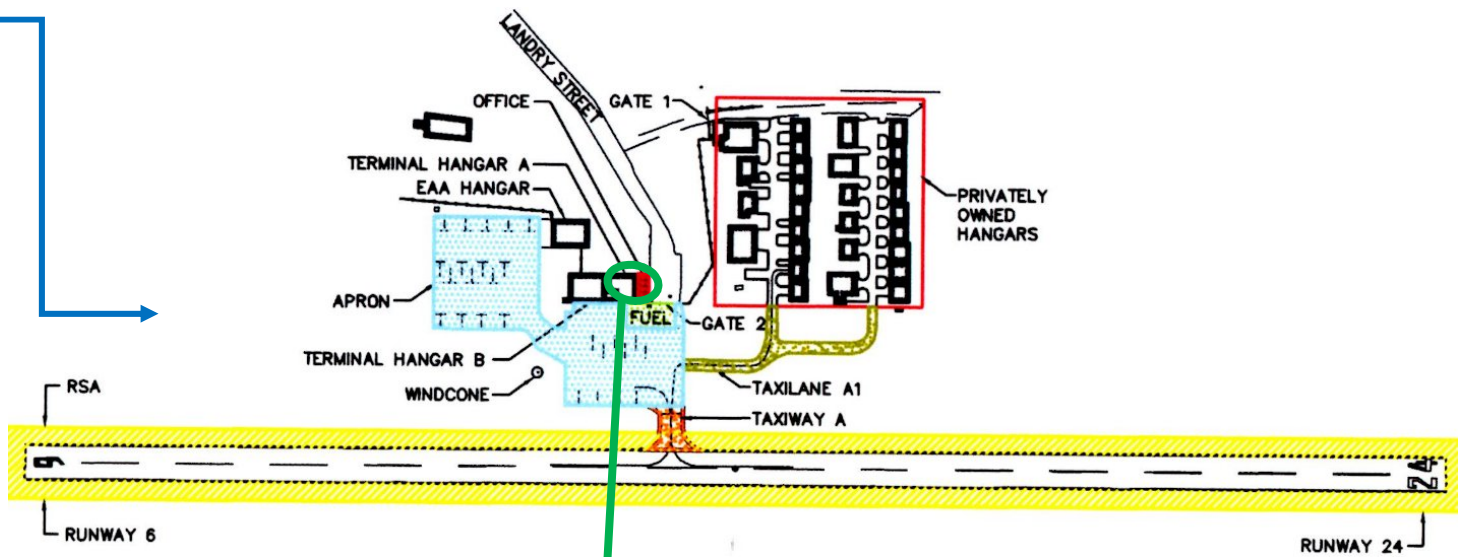
APPENDIX 3
AIRPORT DIAGRAM



***Area 1 Enlarged**

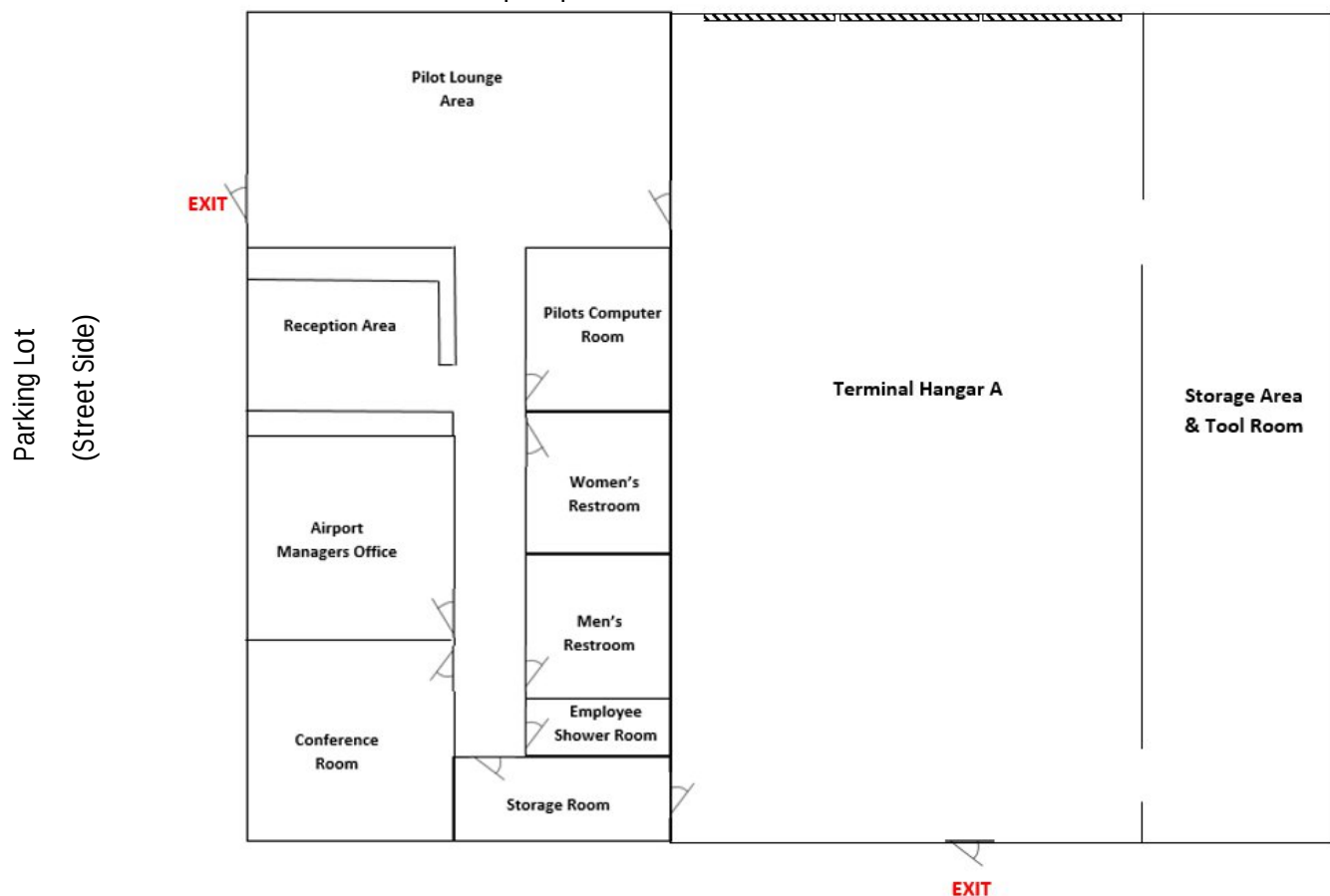
FOUO

***Area 1 Enlarged**



***Area 2 Enlarged**

Fuel Pump / Apron



FOUO

***Hangars/Apron/Main Entrance Enlarged**



FOUO

APPENDIX 4

AIRPORT SECURITY INCIDENT REPORT

Airport Security Contacts should complete and submit this form to the Maine Dept. of Transportation; Office of Aviation, after a security incident has been reported to local law enforcement or 1-800-GA-SECURE.

Airport Name: BIDDEFORD MUNICIPAL AIRPORT (B19)

Associated City Name: CITY OF BIDDEFORD

Security Contact Person: _____

Telephone Number: _____

E-mail: _____

Date of Incident: _____

Reported to: _____

Description of Incident:

Description of follow-up by law enforcement:

Definitions:

Aviation Security Advisory Committee (ASAC) - Established in 1989 after a terrorist attack on Pan Am flight 103, the Aviation Security Advisory Committee provides advice to the TSA administrator on aviation security matters, including the development, refinement, and implementation of policies, programs, rulemaking, and security directives pertaining to aviation security.