

Chapter 70

Airport

[**HISTORY: Articles I through III adopted by the Town of Sanford (now City) as indicated in article histories. Amendments noted where applicable.**]

Article I

Hangar Construction; Design Standards

[Adopted 3-15-1988; amended in its entirety 8-1-2017 by Order No. 17-101.12]

§ 70-1 Administration; purpose; conformance with certain requirements.

- A. These standards shall be known as the "Sanford Seacoast Regional Airport (hereinafter "Airport") Hangar Construction and Design Standards" (hereinafter "design standards"). These design standards have been adopted by the Sanford City Council and are to be administered by the Airport Manager or his/her agent. These design standards may further be amended from time to time as determined by the Sanford City Council upon the recommendation of the Airport Advisory Committee and/or Airport Manager.
- B. The purpose of these design standards is to insure that all development on Airport property is consistent with the Ultimate Airport Layout Plan (UALP) and is of safe and functional design. These design standards are set forth as a basis for directing future construction and to preserve the investment of all who use the Airport. Considerations include economic aspects of development, practicality, aesthetics, and environmental impacts.
- C. General provisions. Structures may not be constructed on Airport property unless approved by the Airport Manager and other relevant City officials for conformance in each of the following areas:
 - (1) Contained on the current, approved Ultimate Airport Layout Plan (UALP).
 - (2) All applicable building restriction lines and height restrictions applicable to FAA Part 77, Objects Affecting Navigable Airspace.
 - (3) Interference with any Airport or Federal Aviation Administration radio or guidance equipment due to location or type of structural material.
 - (4) Submission of plans, a construction schedule and other information as required to the Sanford Code Enforcement and Planning Offices pursuant to City ordinances, including, but not limited to, § **280-11-9**, Airport Development Zone (AD), as amended.
 - (5) Access to the proposed building, including any required easements, roads or taxiways and their design.
 - (6) Construction coordination with the Airport Manager or designee to assess impact on operations, develop a Construction Safety and Phasing Plan (CSPP), and issue notices to airmen (NOTAMs) as appropriate.
 - (7) Proof of contractor's liability insurance satisfactory to the City and City's insurer provided. Said

insurance shall list the City of Sanford as additionally insured for the duration of construction.

- (8) An approved land lease and operating rights agreement with the City of Sanford or an approved sublease with an existing authorized tenant of the Airport. Such lease is to include all areas deemed necessary to the normal use of the building per the Airport's Minimum Standards and Procedures for the Lease and Use of Property and Facilities, Chapter **70**, Article **III**.

§ 70-2 Hangar construction requirements.

- A. General requirements. Following is a list of general requirements to be used for all hangar construction at the Airport.
- (1) All plans must be approved by all required local or State building inspection offices, and all permits must be obtained before construction begins. A copy of all permits must be submitted to the Airport Manager prior to construction and occupancy.
 - (2) All electrical, plumbing, mechanical or any other work that is governed by federal, State, or local licensing regulations will be performed only by individuals or companies so licensed or as allowed under current regulations.
 - (3) All construction shall be in compliance with all applicable zoning regulations, FAA regulations, height restrictions, and other regulations issued by any agency having jurisdiction over work or projects within the scope of these standards.
 - (4) The Airport Manager must approve the schedule for all work, and said approved schedule shall become binding upon the applicant unless modification of said schedule has been approved in writing by the Airport Manager. The construction schedule shall be included in the land lease and operating rights agreement as reviewed and approved by the Sanford City Council.
- B. Life safety requirements. The fire ratings of structures used for the storage of aircraft, motor vehicles, and flammable or hazardous materials shall comply with the Building Code and any federal, State, or municipal fire codes and are subject to approval by the City's Fire Marshal as part of the approval process.
- C. Special requirements. The following special requirements are emphasized or added to promote safety, operability, and insurability of structures on Airport properties and to maintain the value of Airport properties.
- (1) Footings and foundations. If necessary, soil bearing tests shall be performed at the location of the proposed structure and the design of footings and foundation design will be based on the results. Footings and foundations shall extend a minimum of one foot below normal frost depth. Any enclosed structure not designed with a continuous perimeter footing-foundation shall be provided with an approved, continuous perimeter frost barrier.
 - (2) Structural strength and materials. The currently adopted Building Code of the City of Sanford shall apply as to allowable materials and structural strength for the structure class or type as determined by use, seismic zone, wind and snow loads. All plans must be stamped by a licensed architect or engineer whether constructed on site or prefabricated and erected on site.
 - (3) Framing. All framing shall be of metal, wood, wood composite or other engineered materials subject to stamped plans.

- (4) Exterior.
 - (a) All exterior surfaces must be prefinished aluminum, steel, prefinished cementous siding, CMU (concrete) or tensioned fabric. No painted wood or other materials may be used. No galvanized metal shall be used on any exterior surface. All exterior materials and colors must be submitted to the Airport Manager for approval before construction begins. Exceptions to this rule may be granted by the Airport Manager based on aesthetics, emerging technology, or Airport operational requirements.
 - (b) Any structures added to the roof that are not essential components of the roof such as, but not limited to: cupolas, weathervanes, communications equipment, antennas, solar panels, and lightning rods must be specifically noted in construction plans and compliant with the requirements of § **70-1C(2)**.
 - (5) Exterior finishes. Exceptions to this rule may be granted by the Airport Manager based on aesthetics, emerging technology, or Airport operational requirements; however, no exception shall be granted that would modify the requirements of § **70-2C(2)**. Requests for exceptions to this requirement must be made in writing at the time of initial plan approval.
 - (a) Wood. No wood or wood composite siding or roofing shall be allowed.
 - (b) Steel. The minimum gauge of steel used for roofing or siding shall be 28 and shall be factory finished in a color approved by the Airport Manager and warranted by the manufacturer as to colorfastness for a minimum of 20 years.
 - (c) Concrete. Where (CMU), poured or preformed concrete walls are used, the exterior shall be sealed and stained in a color approved by the Airport Manager.
 - (d) Tensioned fabric. Fabric used on tension fabric structures must have a minimum life expectancy of 15 years and must remain colorfast during this time period.
 - (6) Floor construction. All floors must be constructed of concrete having a minimum four-inch thickness and shall include steel reinforcement. A stiff broom finish is required on exterior ramps.
 - (7) Doors. Bifold doors are recommended because of their ease of operation during the winter months. Approved swing-out, overhead, multi-zippered or roll-up on tension fabric or sliding doors may also be used. All pedestrian doors shall be compliant with structural plans and maintain an exterior finish during the life of the building.
 - (8) Drainage.
 - (a) The gradient of the finished floor of any proposed structure and the surrounding surfaces shall provide for positive flow of water into the existing Airport storm sewer system. In areas where no storm sewer exists, the City may require the installation of inlets and pipe designed for anticipated maximum flow and loading to be installed and attached to the existing storm sewer system. Depending on the type of activity to be performed in the building, an approved system of oil/water separators may be required to prevent contamination of surface or ground water resources.
 - (b) The hangar access ramp shall have a minimum two-inch pitch or grade from the facing taxiway or ramp. The intent of this requirement is to prevent runoff from rain or melting snow from entering the hangar. Gutter systems should also be considered.
 - (9) Landscaping.

- (a) It will be the responsibility of the hangar owner to grade, loam and seed the area impacted by construction of his/her hangar in order to ensure mower access.
 - (b) The City may require landscaping due to location or use of a structure. Certain landscaping may not be permitted due to its potential as a wildlife attractant. All plans for landscaping shall be contained in the construction plans.
- (10) Utilities.
- (a) Connection to electric, heating fuel, such as natural gas, sanitary sewer, water, and communications shall be the responsibility of the lessee. All new electric, cable TV, internet and telephone lines shall be placed underground. Upon completion of construction, a plot plan with GPS coordinates showing the exact location of all lessee-installed utilities shall be given to the Airport Manager.
 - (b) No trenching or excavation shall commence until all pipes and lines in the area have been located by Dig Safe. The Airport Manager and utility companies shall be contacted for locations. The lessee shall be responsible for any damage to existing utilities or communications lines.
 - (c) Any hangar constructed 1) at a location greater than 500 feet from an approved fixed base operator with a bathroom for use by the general public, and 2) and within 200 feet of City sewer and water lines, shall be required to have a bathroom with a toilet and sink. Said bathroom shall be connected to City water and sewerage systems and is the responsibility of the lessee. This requirement may be waived with prior written approval by the Airport Manager.
- (11) Access. The lessee may be required to construct paved roadways, taxiways, aprons or ramps, and controlled access gates to provide access to the structure. Plans for any roads or taxiways so required shall be submitted to the City for approval with the construction plans. Under no circumstances will an uncontrolled opening in the Airport's security fence be allowed.
- (12) Setbacks. Land lease dimensions will be negotiated on a case-by-case basis and determined by the individual location of the site. Building setbacks will be determined on a case-by-case basis based on proximity to other lots and any taxiway or runway object free areas, size and orientation of the structure, aircraft and vehicle parking, emergency access, snow removal and grounds maintenance, and other relevant factors that may be present.
- (13) Orientation. Consideration should be given to the building orientation and exposures. Northern exposures for the side of the building that contains the main hangar door should be avoided.
- (14) Further restrictions or requirements may be imposed by the City when, in consultation with the Airport Manager, Code Enforcement Officer, City Planner, Fire Marshal, Maine Department of Transportation, FAA, or other applicable entity, such restrictions or requirements are necessary to ensure safety, continuity and efficiency of Airport operations, aesthetics, or property value.

§ 70-2.1 Additional requirements; applicability.

These standards shall apply to all properties on the Airport and are in addition to any other jurisdictional requirements, including but not limited to Zoning Ordinances and Building Codes of the City of Sanford.

- A. Three hard copies and one digital copy on a compact disc (CD) of all structural plans, site plans, and material specifications developed by a certified architect and/or engineer shall be provided to the City of Sanford's Planning Office for review and approval and upon approval shall become the

property of the City of Sanford. Pre-engineered structures with stamped plans may be used, provided that plans showing all items addressed in § ~~70-2C~~. are submitted and meet the overall standards.

- B. The Code Enforcement Officer, Airport Manager or agent, or other applicable agent of the City may make frequent inspections during construction of any approved building or structure to ensure compliance with lease agreements, building codes, the requirements of this article, and the approved CSPP. No changes to, or variations from approved plans and specifications shall be permitted unless approved in writing by the City. Construction may be stopped as a result of nonconformance with the approved safety plan.
- C. Construction of any approved structure or material component thereof may not commence until the following documents or proofs thereof are provided to the City:
- (1) Contractor's comprehensive general liability insurance policy in an amount that meets industry standards but not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount of not less than \$1,000,000 on account of one occurrence. Contractor's property damage liability insurance shall be in an amount of not less than \$400,000.
 - (2) Property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the lessee, the contractor, and subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief.
 - (3) A performance, material and labor payment bond, if required by the City based on the size and complexity of the project, payable to the City of Sanford in an amount equal to the entire cost of the project. Bond requirements for construction would be included in the land lease and operating rights agreement as approved by the lessee and City.
- D. Temporary buildings and structures requested to be placed on Airport property must receive prior written approval from the Airport Manager and specify type, use, design and location on an individual basis for a specified term. Removal of temporary buildings and structures will be completed in whole by the lessee, at the lessee's expense, within 15 days of the end of the approved term. The area where the building or structure was located shall be returned to the same condition or better as it was prior to the installation of said building or structure.
- E. In the event of any failure on the part of any lessee to comply with Airport requirements or any failure to complete a construction project according to the approved plans and specifications, or within a reasonable time as determined by the City, shall be cause for the City to revoke any ground lease with the lessee of the project and require that the structure be removed from the Airport property. In addition to the foregoing remedies, the City shall retain all other remedies provided by the lease term or provided by law.
- F. Notice to proceed.
- (1) When satisfied that all provisions of this directive have been, or will be fulfilled, the City will issue a letter notifying the lessee to proceed with the approved work.
 - (2) Any loss incurred due to work performed, materials purchased, or subleases signed by the lessee prior to receipt of a notice to proceed shall be the lessee's responsibility.

Article II Rules and Regulations

[Adopted 8-7-1990; amended 3-18-2003][Amended 3/5/2024 Council Order #:24-98-01]

§ 70-3 Definitions.

~~Unless the context otherwise indicates, the following words when used in any rule or regulation administered by the Maine Department of Transportation, Bureau of Aeronautics for the Town of Sanford shall have the following meanings:~~

AIRCRAFT

~~Any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment.~~

AIRMAN

~~Any individual who engages, as the person in command or as pilot, mechanic or member of the flight crew, in the navigation of aircraft while underway, and any individual who is directly in charge of the inspection, maintenance, overhauling, or repair of aircraft, aircraft engines, propellers, or appliances.~~

AIRPORT

~~The Sanford Seacoast Regional Airport as it now exists and as it may be expanded in the future, including all lands and roadways.~~

~~{Amended 5-1-2012}~~

AIRPORT MANAGER

~~The Manager of the Sanford Seacoast Regional Airport as appointed by the Town Council.~~

~~{Amended 2-5-2008; 5-1-2012}~~

FIXED BASE OPERATOR

~~Any person or company engaged in the business of the sale of aircraft, aircraft parts, fuel, and petroleum products, or rental of aircraft, flight instruction, and the rendition of any related service who or which has applied to the Town and received a license to operate on the Airport in accordance with the Minimum Operating Standards for Sanford Airport.~~

FSS

~~The Flight Service Station operated by the Federal Aviation Administration.~~

MINIMUM STANDARDS

~~Refers to the Minimum Operating Standards for Sanford Airport as approved by the Town and as amended in the future.~~

PERSON

~~Any individual, firm, corporation, company, association, joint stock association, or body politic and includes any trustee, receiver, assignee or other similar representative thereof.~~

~~TOWN COUNCIL~~

~~The Town Council of the Town of Sanford, Maine.~~

~~{Amended 2-5-2008}~~

~~§ 70-4 Rules and regulations established.~~

~~{Amended 5-1-2012}~~

~~The Town of Sanford, Maine, hereby establishes rules and regulations controlling and governing the Sanford Seacoast Regional Airport. These rules and regulations shall supersede all prior rules and regulations governing the Sanford Seacoast Regional Airport and the amendments thereto which are repealed upon adoption of these rules and regulations, except the Minimum Operating Standards for Sanford Airport.~~

~~§ 70-5 Purpose; administration.~~

~~{Amended 2-5-2008; 5-1-2012}~~

~~The following rules and regulations govern the administration, operation and use of the Sanford Seacoast Regional Airport. These rules are to be strictly administrated by the Town Council or by its duly appointed representative under the Council's control and responsibility.~~

~~§ 70-6 Scope.~~

~~{Amended 2-5-2008}~~

~~All persons on the Airport shall be governed by these rules and regulations which are subject to change by Town Council action only. In any contingencies not covered by these rules and regulations, the Airport Manager upon direction and instruction of the Town Council is hereby authorized to establish on a pro forma basis such additional rules and regulations as may seem desirable and proper. The Airport Manager, or his duly authorized representative, and the Town Council shall deny the use of the Airport to any person who knowingly violates any rule or regulation herein established (or to be established prior to violation). Such person upon conviction shall be subject to such fines or other penalties as may be established by rules and regulations or state or federal law.~~

~~§ 70-7 Liability.~~

~~Any person using the Airport and its facilities shall do so at his/her own risk. The Town of Sanford, Maine, will not assume any responsibility for loss, injury, damage, or death to persons or property caused by fire, theft, vandalism, flood, earthquakes, acts of God, the public enemy, or for any other reason.~~

~~§ 70-8 Police power.~~

~~All powers of the Maine State Police, York County Sheriff's Department, State of Maine Fish and Game Department and the Sanford Town Police extend to all areas of the Airport.~~

~~§ 70-9 Report of accidents.~~

~~Any person involved in any accident at the Airport, whether it be personal, aircraft, or vehicular, shall make a written report of such accident to the Airport Manager as soon as possible. Such report shall be in addition to any report required by law.~~

~~§ 70-10 Safety rule.~~

~~No person shall do or omit to do any act if the doing or omission thereof endangers, or is likely to endanger, persons or property on the Airport.~~

~~§ 70-11 Conduct and use of Airport.~~

~~No person shall be intoxicated or disorderly, engage in any form of gambling or commit any act of nuisance at the Airport, nor shall any person omit or do any act if such act or omission endangers other persons or property.~~

~~§ 70-12 Airport property.~~

~~No person shall destroy or disturb any building, equipment or flora at the Airport, nor alter or erect any building or sign, nor abandon any personal property at the Airport, nor use or confiscate materials or property of others without the written consent of the Airport Manager or the Town Council.~~

~~§ 70-13 Damage to Airport property.~~

~~Any person liable for causing damage to Airport property shall be required to pay full amount of such damage upon demand of the Airport Manager and/or the Town Council. Any person failing to do so may be deprived of the use of the Airport and its facilities until full reimbursement has been made. tenants, lessees and grantees shall be held fully responsible for all damage to buildings, equipment, real property and appurtenances in the ownership of the Airport caused by negligence, abuse or carelessness on the part of their employees, servants, agents, or customers. Any damage to, or malfunctioning of, buildings, structures, utilities, or other Airport property shall be reported at once to the Airport Manager.~~

~~§ 70-14 Weapons, firearms and explosives.~~

~~No person, except those duly authorized by law, shall carry any weapon, firearm, or explosive on the Airport, except encased sporting guns for air shipment.~~

~~§ 70-15 Restricted areas.~~

~~No person shall enter upon the air operating areas, utility and service areas, or any other areas designated as restricted except persons authorized by the Airport Manager or passengers under appropriate supervision while enplaning or deplaning.~~

~~§ 70-16 Inspections.~~

- ~~A. All hangars and other buildings or structures on Town-owned land at the Airport shall be subject to semiannual inspections, both exterior and interior, by the Airport Manager, or his designee, and the Town's regular code enforcement inspection team to determine compliance with all applicable laws and codes, requirements of applicable Airport rules and regulations, and specific lease agreement requirements.~~
- ~~B. Such inspections shall be conducted approximately May 1 and November 1 of each year. The Airport Manager, or his designee, shall cause a letter to be sent to the owner and/or tenant of each such hangar, building or structure approximately one month in advance reminding them of the upcoming inspection, provided that failure to send or receive the letter shall not be grounds to deny the inspection. If necessary, given the security issues surrounding the Airport, the Airport Manager, or his designee, shall be authorized to break any locks or other obstructions blocking inspection without cost or expense to the Town, but, if that is necessary, he shall cause the same to be locked after the inspection and so notify the hangar or building~~

~~owner so that a key can be provided.~~

~~§ 70-17 Structural or decorative changes to Airport facilities.~~

~~No person, tenant, lessee or grantee shall make any alterations of any nature to any building, ramp, or other space nor erect any structure on the Airport without prior written permission from the Airport Manager or the Town Council, except as may be authorized in existing contracts or leases.~~

~~§ 70-18 Storage.~~

~~No person, tenant, lessee, or grantee shall store or stock material or equipment in such manner as to constitute a hazard to personnel or property; therefore, written permission must be obtained from the Airport Manager or the Town Council. The following information must be included on the request form: how, what, when, where and how long.~~

~~§ 70-19 Smoking.~~

~~No person shall smoke on the ramp, in any hangar or shop, service area, fuel storage area or in any area where smoking is specifically prohibited, or within 50 feet of any fueling operation, unless in locations approved in writing by the Airport Manager.~~

~~§ 70-20 Business or commercial activity.~~

~~No personnel shall engage in any business or commercial activity of any nature on the premises of the Airport except with the written approval of the Airport Manager and under such terms and conditions as may be prescribed by the Minimum Operating Standards for Sanford Airport. No soliciting of any nature may be conducted without written permission of the Airport Manager.~~

~~§ 70-21 Operation of motorized equipment.~~

~~No person shall operate motorized equipment on the Airport operating areas unless operated in accordance with the following restrictions:~~

- ~~A. No vehicle shall be operated on or along a ramp, taxiway, or runway except by persons authorized by the Airport Manager under conditions he may prescribe except lights, flags.~~
- ~~B. Only vehicles authorized by the Airport Manager may park within the air operating area, and when parking adjacent to a runway on Airport property, all vehicles must park at least 200 feet to the outside, unless such runway is officially closed by the Airport Manager or maintenance requirements dictate otherwise.~~
- ~~C. If a license is required by law, the vehicle shall be so licensed.~~
- ~~D. No person shall operate a vehicle in a reckless or negligent manner, or without caution, or in a manner which endangers, or is likely to endanger, persons or property.~~
- ~~E. Pedestrians and aircraft shall at all times have the right of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft whenever possible.~~
- ~~F. No person shall operate a vehicle in excess of speed limits prescribed by signs located in appropriate areas.~~
- ~~G. No person shall operate or cause to operate any type of recreation or off the road vehicle (reference to but not limited to bicycles, motorbikes, snowmobiles, go-carts, dune buggies, etc.) on air operating areas except as directed in writing by the Airport Manager or the Town~~

Council.

§ 70-22 Parking.

~~No person shall park a vehicle on the Airport premises unless authorized by the Airport Manager and then only in the areas specifically established for parking in the manner and for the amount of time prescribed by signs, lines or other means.~~

§ 70-23 Towing regulations.

~~The Airport Manager may remove any vehicle which is disabled, abandoned, or parked in violation of these rules and regulations, or which presents an operational problem, at the owner's expense and without liability on behalf of the Town of Sanford.~~

§ 70-24 Regulations.

- ~~A. Aeronautical activities. All aircraft operations shall be conducted in conformity with the current regulations and directives of the Federal Aviation Administration, the Civil Aeronautics Board, the Maine Department of Transportation, and, to the extent applicable, with the orders issued by the Town Council and the Airport Manager.~~
- ~~B. Closing of the field. Whenever the Airport Manager or the Town Council believe Airport facilities to be unsafe for landing or takeoffs, it shall be within their authority to close the Airport.~~
- ~~C. Refusal of use of the Airport. The Airport Manager or the Town Council may restrict any flight or other operation at the Airport and may refuse takeoff clearance to any aircraft for any reason they believe justifiable in the interest of public safety and welfare.~~
- ~~D. Careless or negligent operation. No person shall operate any aircraft while under the influence of intoxicants, narcotics, or other drugs, or operate an aircraft in a manner to endanger life or property.~~
- ~~E. Aircraft equipment. No aircraft may land or take off unless it is equipped with brakes or other means of preventing movement on the ground.~~
- ~~F. Disabled aircraft. All disabled aircraft and parts thereof at the Airport shall be removed promptly by the owner after official notice by appropriate authorities. The Airport Manager or authorized representative shall have the right, without any liability for loss or damage which may result therefrom, to cause the immediate removal of a disabled aircraft or part thereof to a safe place on the Airport, at the owner's expense, whenever the aircraft constitutes a hazard to persons or property. The Airport Manager may cause any such aircraft or part thereof not removed by the owner to be removed from the Airport at the owner's expense without liability for any loss, provided that he shall have first given seven days' written notice of his intention to do so, directed to the owner's last known address.~~
- ~~G. Demonstrations. No experimental flights or parachute jumping shall be permitted unless authorized by the Airport Manager and the Federal Aviation Administration.~~
- ~~H. Engine run-up. No engine run-up shall be conducted which will constitute a hazard or nuisance to other aircraft, persons, or property.~~
- ~~I. Starting aircraft engines. No aircraft shall be started or run unless a qualified airman is in the~~

~~aircraft and at the controls. Landing gear must be adequately blocked or braked to prevent inadvertent movement of the aircraft. Adequate fire extinguishers must be available.~~

~~J.—Taxiing and moving aircraft. No aircraft shall be taxied into or out of a hangar. All taxiing must be done at safe and reasonable speeds.~~

~~K.—Parking the aircraft. No person shall park aircraft in any area other than that designated by the Airport Manager.~~

~~L.—Repair of aircraft. No person shall repair aircraft, aircraft engines, or related apparatus in any area other than that designated by the Airport Manager.~~

~~M.—Fueling of aircraft. Aircraft fueling shall be conducted in accordance with accepted standards and requirements established by the National Fire Protection Association. No smoking will be permitted within 50 feet of the fueling area.~~

~~N.—Bomb or sabotage threat. Persons having knowledge of an aircraft carrying, or suspected of carrying, explosive materials shall notify the FAA FSS and the Airport Manager or his authorized representative immediately. All measures necessary to protect life and property will be invoked by the Airport Manager.~~

~~§ 70-25 Hours of service.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-26 Lease or contract.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-27 Facilities for the public.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-28 Construction requirements.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-29 Bond.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-30 Financial ability.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-31 Insurance.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-32 Personnel and equipment.~~

~~See the Minimum Operating Standards for the Sanford Airport.~~

~~§ 70-33 Exceptions.~~

~~Where the terms of any bona fide contract, currently in force, conflict with those rules and regulations, the terms of the contract shall prevail but only until such contract expires or any terms therein are renegotiated, at which time any conflicting terms shall be revised so as to be consistent with those rules and regulations and with the Minimum Standards.~~

~~§ 70-34 Violations and penalties.~~

~~Unless another penalty is expressly provided by law, every person convicted of a violation of any provision of these rules and regulations shall be punished by a fine of not more than \$100.~~

~~§ 70-35 Repealer; amendments.~~

~~{Amended 2-5-2008}~~

~~These rules and regulations supersede all rules and regulations or parts of rules and regulations relative to the Airport, specifically except the Minimum Operating Standards for the Airport. Any additions, deletions and/or changes to these rules and regulations shall be completed through the legislative procedure of the Town Council, except as to the Minimum Operating Standards for the Airport.~~

§70-1 Purpose

Sanford Seacoast Regional Airport (SFM or Airport) is municipally owned and operated by the City of Sanford, Maine as a Public Airport. These Airport Rules and Regulations (hereinafter Rules) are intended to promote the safety, interest, and welfare of the public in general and in particular the operators, lessees, tenants, consumers, and users of SFM.

§70-1.1 Scope

1. These Rules apply to all users, aeronautical and otherwise, of Airport property and are subject to change by City Council action only. Individual Airport users must adhere to the applicable provisions of these Rules, as well as any applicable leases and agreements, and all pertinent federal, state, and local statutes, laws, ordinances, and regulations that may be applicable to their operations. In any case where a provision of the Rules and Regulations is found to be in conflict with any other provisions of these regulations or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City of Sanford, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.
2. These Rules and Regulations are made part of the City of Sanford's ordinances under Chapter 70 Article II. Violations of the Rules may result in revocation of Airport access privileges, denial of use of the Airport, termination of leases or other agreements, and/or prosecution under applicable laws. Violation(s) of these Rules shall be considered as a factor in renewing or not renewing a violator's application or lease renewal. Use of Airport property without approval or in conflict with these Rules is considered a trespass.
3. These Rules may be amended as required through the legislative procedure of the City Council.

§70-1.2 Authority, Administration and Police Power

1. These rules are to be administered by the Airport Manager.
2. Nothing in these Rules is intended to preclude any authorized City personnel from taking other action authorized by law.
3. Authority of the Airport Manager. The Airport Manager, or designee, shall have authority to interpret this article and require measures on any project, event or operation requiring a permit, written permission, or other activity on the Airport. The Airport Manager or designee shall also have the authority to require any changes or revisions to operations

including, but not limited to requiring the presence of uniformed police officers, during the operation as changing conditions and safety concerns warrant. In certain situations, and with discretion, the Airport Manager may also allow reduction or relaxation of some criteria described herein. Any such reduction or relaxation shall not relieve any fixed base operator, tenant, contractor, person or entity of their legal responsibilities to protect the public and any and all property from injury or damage. Failure by the fixed base operator, tenant, contractor, person or entity to provide such measures to the satisfaction of the Airport Manager may result in enforcement action as indicated herein.

4. All powers of the Maine State Police, York County Sheriff's Department, State of Maine Fish and Game Department and the City of Sanford Police Department extend to all areas of the Airport.

§70-2 General

§70-2.1 Compliance and Responsibilities

1. By adoption of these rules, all persons based at SFM will be deemed to have knowledge of the contents herein.
2. Entry upon/into the Airport by any person shall be deemed to constitute an agreement by such person to comply with and be governed by these rules. All persons employed on or using the Airport shall cooperate with the Airport Manager or designated representatives to enforce these Rules.
3. Should any section or provision of this Ordinance be declared by any court to be invalid, such a decision shall not invalidate any other section or provision.

§70-2.2 Emergency Procedures and Directives

1. Under emergency conditions, e.g., a natural disaster, the Airport Manager, or designated representative, is empowered to suspend these Rules, or any part thereof, including ordering persons to leave the Airport or portions of the Airport and prevent access to such areas for such time as may be necessary, and to issue such directives and take such actions as is necessary to protect life and property and ensure the safe operation of the Airport. Such directives and actions have the full power of regulation as long as the emergency exists.
2. In the event of an extreme threat, condition, or event, the Airport Manager shall have, discretion and authority to close the Airport in its entirety or any portion thereof to air traffic, to prohibit aircraft landing and/or taking off, and may delay or restrict any flight or other aircraft operation.
3. The Airport Manager, or designated representative, may also, with discretion, temporarily close the Airport due to periods of adverse climatic conditions when such action is considered necessary and desirable to avoid endangering persons or property or when such action is required by Federal Regulations.
4. Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, loss of revenue, or damage incurred by any operator, lessee, or any other entity.

§70-2.3 Liability, Facilities and Property

1. The City assumes no responsibility or liability for loss, injury or damage to persons or property on the airport or using airport facilities, including but not limited to fire, vandalism, wind, flood, earthquake, or collision damage, nor does it assume any liability by

- reason of injury to person or property while using the facilities of same.
2. Operational deficiencies regarding buildings, structures, equipment, utilities, or other property owned by the City shall be reported to the Airport Manager so that repairs, as necessary, may be made in a timely manner.
 3. Any person causing, or is liable for, any damage to airport property, shall be required to pay the City on demand the full cost of repairs to the damaged property. Any person failing to comply with these rules may be refused the use of the airport. Persons shall be held fully responsible for all damage to buildings, equipment, real property and appurtenances in the ownership of the Airport caused by negligence, abuse or carelessness on the part of their employees, servants, agents, or customers.

§70-2.4 Other Laws

1. All applicable provisions of Federal Aviation Regulations (FAR), federal, state, and local regulations, laws, statutes, and/or ordinances now in existence or hereafter promulgated are hereby adopted as part of the Rules for SFM.

§70-2.5 Entry Upon and Use of Airport

1. The airport shall be conducted as a public air facility for the promotion and accommodation of civil aviation and associated activities.
2. Entry into SFM property shall be through designated gates by authorized persons only. Authorization is granted by the Airport Manager or designee through the completion of a form, verified identification, and, if applicable, payment of a fee or deposit for a gate card.
3. All SFM users shall observe and obey all posted signs, fences, and barricades regarding activities and/ or operations while on the Airport.
4. Use of any SFM facility for other than authorized purposes is prohibited.
5. Nothing herein contained shall be construed to limit the use of any area of the Airport by its employees, approved contractors, or to prevent law enforcement or fire department personnel from acting in their official capacity.
6. No camping is permitted on SFM without written permission of the Airport Manager.

§70-2.6 Access to the Airport Operations Area

1. No person may, without authorization of the Airport Manager, walk or drive on the SFM Airport Operations Area (AOA) which includes runways and taxiways except:
 - a. Persons under the direct supervision of an airport employee;
 - b. Persons or entities and their employees performing aeronautical activities;
 - c. Emergency Vehicles during an emergency.
2. Except for the period of operation during entry/exit, all ground vehicle gates will be secured. Vehicle operators using an Airport gate shall ensure the gate closes prior to leaving the vicinity. Should a vehicle operator observe any suspicious vehicles or persons gain (or attempt to gain) access to the airside, they shall notify the Airport Manager immediately and notify law enforcement if appropriate.
3. Persons who have been provided an Airport access device (card or remote) or access code for the purpose of obtaining access to the Airport shall use only Airport issued devices and shall not duplicate or otherwise distribute or disseminate the same to any other person unless the Airport Manager provides written permission.
4. It shall be the responsibility of a tenant, lessee, or contractor to restrict persons or vehicles to their exclusive use area or leasehold and to establish operating procedures for them, reviewed by the Airport Manager for appropriateness.

5. No person shall assist an unauthorized individual in accessing the AOA. The Airport Manager or any other authority responsible for the operation and safety of the Airport is hereby authorized to take appropriate action to ensure the Airport is safeguarded at all times, including the temporary override of gates, closers and locks of damaged or otherwise found inoperable gates and/or doors, or the placement of blockades or other types of barriers of fencing material as needed should the gate or fence be found unsecured or the Airport safety is at risk of being breach or the privilege of access onto the Airport is, in the discretion of the Airport Manager, being abused. Such safeguards, when taken, shall be clearly posted and not removed by the tenant, off-Airport property owner, business operator or any other person until expressly authorized by the Airport Manager.

§70-2.7 Animals

1. Animals, including service animals, are permitted on Airport property only when under the direct control of their owners/handlers. Any waste must be properly collected and removed by the animal's owner/handler immediately.
 - a. Any person found violating 70-2.7.1 may have his/her privilege of bringing an animal onto Airport property revoked.
2. No person shall commit any act to encourage the presence or congregation of birds or other animals on the Airport.

§70-2.8 Cargo, Material Storage, and Abandoned Property

1. Unless otherwise provided for by lease or other contractual agreement, no person, firm, partnership, or corporation, shall use any area of the Airport, including buildings, either privately owned or publicly owned, for the storage of non-aeronautical related cargo, equipment, or any other property without written permission of the Airport Manager.
2. Any property, aircraft, or vehicle determined to be abandoned, disabled, or which creates an operations problem, nuisance, security or safety hazard, or which otherwise is placed in an illegal, improper, or unauthorized manner, will be removed, stored, and/or disposed of at the owner's expense. The City shall not be liable for any damage to the property or loss or diminution of value that may be caused by the act of removal.
3. Any unauthorized aircraft or vehicle which has been parked in any unauthorized space may be removed or caused to be removed.

§70-2.9 Firearms and Weapons

Firearms are allowed on SFM only as permitted by local, state and federal statutes.

§70-2.10 Advertising, Commercial Speech and Signage

1. No person shall post, circulate, distribute, or display written or printed materials or signs on Airport property, fencing or facilities without prior written permission from the Airport Manager.
2. Airport signage or any signage in public areas of the Airport must meet specifications of City codes and obtain all necessary permits.

§70-3 Aeronautical Operations

§70-3.1 Compliance with orders

All aeronautical activities at SFM shall be conducted in compliance with applicable Federal Aviation Regulations (FARs), federal and Maine statutes, and local ordinances, these Rules, Minimum Standards, and directives/resolutions, as currently written or as may be amended from time to time.

§70-3.2 Hold Harmless

The aircraft owner, pilot, agent, or his/ her duly authorized representative agrees to release, defend, indemnify, discharge and hold harmless the City, its City Council, the Airport, and its employees from and against claims, damages, liability, losses and expenses, including but not limited to attorneys' fees, for any damage which may be suffered by any aircraft and its equipment and for personal injury or death, including but not limited to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, if caused in whole or in part by the acts or omissions, whether negligent, intentional or otherwise, by the aircraft owner, pilot, agent, or his/her duly authorized representative. The use of the Airport and related facilities shall constitute acceptance of the terms of this provision, these Rules and other Airport procedures and operating directives.

§70-3.3 Negligent Operations Prohibited

1. Aircraft operators shall not land, take off, taxi, or park an aircraft on any area that has been restricted to a maximum weight bearing capacity of less than the weight of the aircraft. It shall be the aircraft owner's responsibility to repair any damage to the Airport's runways, taxiways, or aprons caused by excessive aircraft weight loading.
2. No person shall operate any equipment or device on the Airport that will interfere with any aircraft radio communication frequency or any aircraft navigational aid.

§70-3.4 Aircraft Accidents/Incidents, Airworthy, Disabled, and Derelict Aircraft

1. The owner or operator of any aircraft involved in an accident or incident on the Airport resulting in any injury or death or damage to property shall immediately notify the appropriate emergency response agencies, the Airport Manager, and other governmental agencies as applicable.
2. Disabled aircraft shall be removed from runways and/or taxiways as quickly as practical.
3. Disabled and derelict aircraft shall not be permitted on the tie-down or ramp areas unless in response to an emergency and with written approval of the Airport Manager.
4. If the owner of an aircraft fails for any reason to remove a disabled or derelict aircraft from the Airport property as may be requested, the Airport Manager may cause the removal and storage or disposal of such disabled or derelict aircraft at the sole expense of the owner.
5. Persons should remain clear and away from all Airport emergencies unless authorized by law or otherwise requested or with consent of the Airport Manager.
6. The pilot or owner of an aircraft involved in an accident or incident shall be responsible for all costs associated with the accident or incident, including but not limited to: wreckage removal/disposal, environmental cleanup, and repair or replacement of property.

§70-3.5 Reporting of incursions and Surface Incidents Caused by a Pilot Deviation

If any person operating an aircraft causes an incursion, as defined by the FAA, that pilot shall contact the Airport Manager to make a full report listing the reason and cause of the incursion and

any other information requested.

§70-3.6 AIRPORT OPERATIONAL AREA RESTRICTIONS

1. Unless contrary to federal regulations and/or grant assurances, the City shall have the authority to restrict the use of the Airport with respect to, but not limited to, the following:
 - a. Experimental Flights (Advance notification to Airport Manager of first flight);
 - b. Equipment Demonstration;
 - c. Air Shows;
 - d. Parachute Operations;
 - e. Banner Towing Operations;
 - f. Aircraft Type;
 - g. Special Events (e.g. fireworks, concerts).
2. Application for any of the uses in 70-3.6.1 shall be made in writing in a manner prescribed by the Airport Manager and may include permitting fees. Prior written approval in the form of a Special Event Permit is required.
 - a. The fees collected by the Airport Manager for all permits provided herein shall be turned over to the City Treasurer in the same manner as airport revenues, and to be credited to an appropriate Airport Revenue Account.
3. No kites, model airplanes, rockets, tethered unmanned balloons, or other objects constituting a hazard to aircraft operations shall be operated on the Airport without prior written approval from the Airport Manager.
4. Unmanned Aerial Vehicles (UAVs) shall only be operated with the prior written notice to the Airport Manager and in accordance with FARs.

§70-3.7 AIRCRAFT PARKING

1. No person shall use any undesignated area of the Airport for parking and/or storage of aircraft without the written permission of the Airport Manager. If any person uses unauthorized areas for aircraft parking, the aircraft may be removed by or at the direction of City, at the risk and expense of the owner, without liability for damage that may arise from or out of such removal or storage.
2. All aircraft parking shall take place in designated parking areas. No person shall leave an aircraft parked and unattended on the Airport unless it is in a hangar or properly locked and secured with either wheel chocks and/or tie-down ropes. Owners of such aircraft shall be held responsible for any damage resulting from failure to properly comply with this provision.
3. No person shall interfere or tamper with any aircraft.
4. No person shall enter an aircraft without the consent of the owner or representative in-charge.
5. Articles left in aircraft are the sole responsibility of the aircraft owner/operator. The City is not responsible for theft or vandalism of said articles.

§70-3.8 STARTING AND RUNNING AIRCRAFT ENGINES

1. No aircraft engine will be started or operated inside or taxied from/into any hangar or under the roofline of a hangar, whether said hangar is enclosed or not. This shall not be construed as prohibiting the use of tractors, with approved exhaust systems, operated for the purpose of moving aircraft within any hangar.
2. Starting an aircraft when there is any flammable liquid on the ground in the immediate vicinity is prohibited.
3. No person shall start the engine of any aircraft without the owner's/operator's consent.
4. No person may run an engine of an aircraft parked on the Airport in a manner that propeller or jet blast could cause injury to persons, damage to any other property, or in any way hinder safe operations. In no case will the operator of an aircraft block any runway, taxiway, or taxi lane while conducting any maintenance/repair run-up.
5. Auxiliary Power Unit (APU) use is permitted to enable an expedited start up. For noise abatement and emissions reduction:
 - a. Request external power (GPU) whenever possible; and,
 - b. Limit APU use to the minimum required for preflight/ postflight; and,
 - c. Turn off bleed air for air conditioning to reduce APU noise and emissions; and,
 - d. Request alternative parking if extended APU use is required.

§70-3.9 AIRCRAFT OPERATIONS

1. No person shall land an aircraft upon, fly an aircraft from, or conduct any other aircraft operations on or from the airport other than in conformity with the current Federal Aviation Administration rules and regulations.
2. No person shall land or takeoff in an aircraft at the airport unless he/she is licensed by the Federal Aviation Administration to operate that particular type and class of aircraft.
3. No aircraft shall be operated on the surface of any part of the airport in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers, or is likely to endanger persons or property, or while the pilot, or any other person aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, hallucinogenic substances, or any drug affecting individual's senses, or if such aircraft is so constructed, equipped, or loaded as to endanger or be likely to endanger persons or property.
4. No aircraft shall be taxied, towed, or otherwise moved on the airport in a careless or negligent manner or in disregard of the rights and safety of others or without due caution and circumspection, or in a manner which endangers persons or property, and at a speed that cannot ensure complete control at all times.
5. No aircraft shall be taxied, towed or otherwise moved on any airport surface except upon designated taxiways, ramps and aprons, unless otherwise restricted; and, without first ascertaining by visual inspection that it is safe to proceed without danger of collision with persons or property.

§70-3.10 REPAIRING AND MAINTAINING AIRCRAFT

1. Aircraft owners are permitted to perform self maintenance such as fueling at an approved fuel farm, washing, repair, or other service on their owned based aircraft utilizing their own

equipment and their own employees, as outlined in FAR Part 43 “Maintenance, Preventative Maintenance, Rebuilding and Alteration” and/or as identified in provisions of written agreement provided there is no attempt to perform such services for others for compensation without satisfying the requirements of the Minimum Standards.

2. An aircraft owner may hire an individual to provide, under the direction and supervision of the aircraft owner, services only on the owner’s based aircraft as long as that person hired has satisfied the requirements of the Minimum Standards and provided that such right is conditioned upon compliance with these regulations and all applicable laws. Such services may also be provided by a direct employee of the aircraft owner.
3. Aircraft maintenance or repair is permitted only on paved areas of the Airport or in hangars properly equipped for the performance of such maintenance per local ordinances and Fire Code.

§70-3.11 WASHING OF AIRCRAFT

1. Washing of aircraft must be done without the use of soaps, solvents or degreasers unless the materials are biodegradable. Runoff shall be collected and properly disposed of in accordance with all federal, state, and local law. Aircraft washing shall follow all guidelines as expressed in the Airport’s Storm Water Pollution Prevention Plan.
2. Aircraft may be washed inside a hangar if the hangar is equipped with a drain that drains to the sanitary sewer and as long as the washing of that aircraft in the hangar does not cause flooding to an adjacent hangar.

§70-4 FIRE, SAFETY AND ENVIRONMENT

§70-4.1 GENERAL

1. All persons using the Airport shall exercise the utmost care to guard against fire and injury to persons and property.
2. Any fire causing damage, regardless of the size of the fire or whether or not the fire has been extinguished, shall be reported immediately to the Sanford Fire Department as well as the Airport Manager.

§70-4.2 SMOKING

1. Smoking or carrying lighted smoking materials or striking matches or other incendiary devices, such as lighters and vaping devices, are not permitted:
 - a. Within 50 feet of parked aircraft and fuel carriers not in motion; within 100 feet of aircraft being fueled or de-fueled, a fuel storage facility, or a flammable liquid spill;
 - b. In any area on the Airport where smoking is prohibited by the City or leaseholder by means of posted signs;
 - c. In any hangar, shop, or other building in which flammable liquids are stored or used, except in cases where specifically approved smoking areas have been designated for that purpose.

§70-4.3 FIRE EXTINGUISHERS

- a. All tenants or lessees of hangars, aircraft maintenance buildings or shop facilities shall maintain

the quantity, size and type of readily accessible, operable fire extinguisher(s) that shall conform to applicable NFPA standards. Current inspection tags shall be left attached to each unit.

b. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than firefighting or fire prevention.

3.04 STORAGE OF MATERIALS:

a. No operator, tenant, or lessee on the Airport shall keep, store, stack, box, bag, or stock material or equipment in such a manner as to create foreign objects or debris (FOD), constitutes a hazard to persons or property, obstructs any operation, or in such a manner as to create any unsightly appearance.

3.05 HAZARDOUS WASTE AND MATERIALS:

a. No person shall store, keep, handle, use, disperse, discharge, or transport at, in, or upon the Airport any hazardous materials in contravention of any regulatory measures.

b. An approved fuel container shall be used at all times. Secondary containment shall be utilized where required.

c. No person shall use volatile or flammable substances for cleaning hangar floors, hangars or other buildings on the Airport. Cleaning agents shall meet all federal, state, and local codes, regulations, and permit requirements.

d. All petroleum products, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of off the Airport and in compliance with all applicable regulatory measures and shall not be dumped or run into drains, on ramp aprons, catch basins, ditches, sewer systems, storm drains, or elsewhere on the Airport.

e. No person shall store, keep, handle, use, dispose of, or transport at, in, or upon the Airport any Class A, Class B, or Class C explosives or Class A poison, as defined in the Federal Motor Carrier Safety Administration regulation for transportation of explosives and other dangerous articles, and other poisonous substances, solid, liquid, or gas, compressed gas, and/or radioactive article, substance, or material at such time or place or in such manner or condition that may, or may be likely, to unreasonably endanger persons or property.

3.06 SANITATION AND ENVIRONMENTAL POLLUTION:

a. Each person while on Airport property shall conduct his/her activities so as to not cause environmental pollution or unsanitary conditions. No garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or other litter of any kind shall be placed, discharged, or deposited on the Airport, including cigarettes, cigars, and matches, except in receptacles specifically provided for such purpose.

b. Any person who experiences overflow or spillage of oil, grease, fuel, or similar contaminants anywhere on the Airport is responsible and shall take appropriate action in the control, containment, clean up, disposal, and rehabilitation of such hazardous spill in accordance with the Airport's Spill Prevention Control and Countermeasure Plan (SPCCP). Failure to take appropriate action to clean the area shall result in the City providing the cleanup at the expense of the responsible party. If the responsibility for the spill cannot be promptly determined, the leaseholder will be held responsible for the cleanup.

3.10 HEATING EQUIPMENT:

a. All heating equipment and fuel burning appliances installed or used on the Airport shall comply with the requirements of the State of Maine and the requirements set forth by the City's Codes.

§70-5 FUELING OPERATIONS

5.01 GENERAL:

a. All fuel handled on the Airport shall be treated with due caution and prudent attention with regard to the safety of others so as not to endanger persons or property.

b. All aircraft fueling operations, including self-fueling, shall be in accordance with NFPA 407 "Standards for Aircraft Fuel Servicing."

c. No aircraft shall be fueled or drained of fuel while within the confines of any building, hangar, or enclosed space unless under the supervision of a certified mechanic and with proper equipment.

d. Fueling of aircraft is allowed only on paved surfaces.

e. In accordance with FAA Order 5190.6B "Airports Compliance Handbook," any person self-fueling with their own equipment requires authorization and permission from the Airport Manager confirming compliance with all orders, procedures, standards, and these Rules regarding fueling operations.

f. Airport tenants involved in fueling operations, including those self-fueling, shall maintain an adequate supply of fuel absorbent materials readily available for use in the event of a fuel spill.

g. No person shall engage in aircraft fueling or de-fueling without readily accessible, adequate, operational fire extinguishing equipment at the point of fueling.

h. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any building, hangar, or service building.

i. During fueling operations, no person shall use any material or equipment that is likely to cause a spark or ignition within 50 feet of such aircraft or vehicle.

j. No aircraft shall be fueled or de-fueled while passengers are on board unless a passenger boarding device is in place at the cabin door of the aircraft, the door is open, and a flight crew member or ground person is at or near the cabin door.

k. Fueling or de-fueling operations on the Airport shall not be conducted during periods of dangerous thunderstorm activity or if an electrical storm is observed in the immediate vicinity of the Airport.

l. Should a fire occur during the fueling of an aircraft, fueling shall be discontinued, all emergency valves and dome covers shall be shut down, and the Fire Department shall be notified immediately.

m. Any malfunction or irregularity detected on or within the aircraft being refueled or de-fueled shall be brought to the attention of the fueling operator immediately.

5.02 STATIC BONDING:

a. Each hose, funnel, or apparatus used in fueling or de-fueling aircraft, including self-fueling, shall be maintained in good condition and be properly bonded.

5.03 LIABILITY:

a. The fueling operator, tenant, or lessee shall be solely responsible for any violation incident to or in connection with fueling, storage facilities, equipment, operations, and training. The City assumes

no liability or responsibility for violations of any applicable fueling requirements and procedures.

b. The operator, tenant, or lessee shall reimburse the Airport for any fines, legal, or court costs, incurred by SFM for such violations.

§70-6 MOTOR VEHICLES

6.01 GENERAL

a. All motor vehicles and their operators on the Airport shall comply fully with the State of Maine motor vehicle laws as amended, these Rules, and instructions issued by law enforcement personnel.

b. Unless otherwise provided herein, the City shall have the authority to establish regulations regarding motor vehicle traffic and control on SFM.

c. The Airport Manager may tow, remove, or cause to be removed from the Airport any vehicle that is disabled, abandoned, and/or parked in violation of these Rules at the vehicle operator's risk and expense and without liability for damage that may result from such removal if the vehicle creates a safety hazard or interferes with Airport operations.

d. Any person causing death or injury on the Airport or damage to Airport property as a result of a motor vehicle accident or incident shall report the accident or incident immediately to the Sanford Police Department as well as the Airport Manager. Such persons shall be responsible to the City for any damages to City property.

e. Use of recreational all-terrain vehicles, mini-bikes, go-carts, dune buggies, horses, roller blades, roller skates, skateboards, etc is not permitted on the Airport.

f. Use of bicycles for transportation between buildings is permitted only directly within hangar areas and at the bicycle operator's own risk.

6.02 LICENSING AND INSURANCE

a. No person shall operate a motor vehicle or motorized ground equipment on the Airport without a valid license appropriate for the vehicle being operated.

b. All vehicles entering Airport property are required to have at least the minimum amount of insurance as required by State of Maine statutes.

6.03 VEHICLE OPERATIONS WITHIN AIRPORT OPERATIONS AREA

a. No person shall operate a motor vehicle of any kind on the Airport in a reckless manner, or in excess of the posted speed limit.

b. No motor vehicle shall be permitted on any portion of the AOA unless the Airport Manager has granted specific written permission to such vehicle's operator and such vehicle is utilized for, or in conjunction with, aeronautical activities.

c. Aircraft, and emergency vehicles shall at all times have right of way over vehicular traffic.

6.04 VEHICLES CROSSING TAXIWAYS AND RUNWAYS

a. All motor vehicles operating on or across taxiways or runways shall have a functioning two-way radio (capable of communicating on UNICOM) and an operating yellow rotating flashing beacon, except when under escort by a motor vehicle properly authorized and equipped. During an emergency, blue/red flashing lights are acceptable for law enforcement and fire and rescue vehicles.

b. The installation of two-way radio and/or flashing beacon shall not be construed as license to operate a motor vehicle on the taxiways or runways without prior written permission of the Airport Manager.

c. Motor vehicles permitted to operate on the Airport will not proceed closer than 250 feet from the centerline of the runways nor across any of the runways prior to visually clearing for aircraft taking off or landing.

d. When parking adjacent to a runway, all motor vehicles must park at least 250 feet to the outside of the runway lights. Exceptions include operational, agricultural, and maintenance equipment engaged in working on runways.

e. Construction-related motor vehicles required to enter or work within the AOA, will be marked with an approved orange and white-checked flag for daytime operations or a yellow beacon for nighttime operations. Non two-way radio capable construction vehicles shall be escorted at all times while within the AOA by an Airport authorized vehicle or flagman equipped with two-way radio.

6.05 PARKING

a. Parking is permitted in the paved vehicle parking lot located at 199 Airport Road. Any ground vehicle improperly parked in the short term or long term public parking areas without written approval of the Airport Manager may be removed at the owner's expense.

b. No person may park in such a manner to obstruct a parking lot lane, driveway, roadway, Airport access gate, walkway, crosswalk, fire lane, runway, taxiway, taxi lane, and/or obstruct access to hangars, parked aircraft, and/or parked vehicles or create a hazard nor in a manner, which could interfere with, or create a hazard for aircraft operations.

c. The parking lot at 199 Airport Road is to be used for the purpose of parking vehicles by persons patronizing airport businesses and by employees of those businesses. Persons leaving vehicles for extended periods of time while traveling to and from the Airport shall use the back row of parking or other areas as designated by the Airport Manager or representative. Items other than vehicles and uses other than parking are not permitted without prior written permission from the Airport Manager.

§70-7 ENFORCEMENT, VIOLATIONS AND PENALTIES

7.01 ENFORCEMENT

- a. The airport manager is a municipal official designated by this ordinance with the responsibility to enforce this ordinance pursuant to 30-A M.R.S. § 4452.

7.02 VIOLATIONS

- a. This Ordinance is enforced by the Airport Manager and the Police Department.
- b. The Airport Manager may issue verbal or written warning to any persons who, in her/his discretion, violates any part of these Rules.
- c. Violations will be issued by the Police Department.

7.03 PENALTIES

- a. Penalty for violation. Any person, firm, or corporation violating this chapter is subject to a civil penalty, in the amount of not less than \$100 and the maximum

penalty of \$2,500, in addition to any other fines for violating this chapter and any applicable fees. Each violation and every day upon which any such violation shall occur shall be deemed a separate offense.

- b. Any person violating these Rules and Regulations including violations of a rule or regulation requiring payment of a charge to do business at the Airport premises described herein, shall be ordered to leave the premises by the Airport Manager, his or her duly authorized deputy, any authorized security officer, or by the Police Department. The person so ordered shall immediately leave the premises. Any person failing to obey such an order shall be deemed a trespasser and shall be removed from the premises forthwith. No person charged with the enforcement of this article and acting for the city in the discharge of his or her duties as set forth in this article shall render himself or herself personally liable for any damage that may occur to any person or property as a result of his or her acts or duties.
- c. In addition to any fine, the municipality may seek restitution for the cost of repairs to any damaged property as well as reasonable attorney fees and costs.

REFERENCES

1. Code of Federal Regulations – Title 14 Aeronautics and Space – All Chapters, Current Edition (commonly called Federal Aviation Regulations – FARs)
2. Code of Federal Regulations – Title 49 Transportation – Current Edition
3. Aeronautical Information Manual (AIM) - Current Edition
4. Pilot/Controller Glossary
5. FAA Order 5190.6B – Airport Compliance Handbook
6. City of Sanford Code of Ordinances
7. State of Maine Statutes as applicable including:
 - a. Title 6: Aeronautics
8. National Fire Prevention Association Codes as applicable including:
 - a. NFPA Code 407 – Standard for Aircraft Fuel Servicing
 - b. NFPA Code 409 – Standard on Aircraft Hangars
 - c. NFPA Code 410 – Standard on Aircraft Maintenance
 - d. NFPA Code 30 – Flammable and Combustible Liquids Code
9. Aircraft Owners and Pilots Association (AOPA) - Airport WATCH
10. Maine Department of Environmental Protection
11. SFM Minimum Standards for the Lease and Use of Property and Facilities
12. SFM Stormwater Pollution Prevention Plan
13. SFM Spill Prevention Control and Countermeasure Plan
14. SFM Airport Emergency Plan
15. SFM Pedestrian and Ground Vehicle Rules and Information
16. SFM Aircraft Parking Policy

Article III
Lease and Use of Property and Facilities

[Adopted 6-21-2005; amended in its entirety 1-17-2017 by Order No. 17-11.11]

§ 70-36 **Airport point of contact; intent.**

- A. The City of Sanford is the owner, operator and sponsor of the Sanford Seacoast Regional Airport, hereinafter referred to as "Airport." The point of contact for the Airport is the Airport Manager:

Airport Manager's Office

9 Presidential Lane

Sanford, Maine 04073

Office: 207-324-3172

Fax: 207-324-3094

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

§ 70-37 **Objective, policy and application.**

- A. Objective.

- (1) The Airport, as a federally obligated Airport, agrees to make available the opportunity to engage in commercial aeronautical and nonaeronautical activities by persons, firms, or legal entities that meet reasonable minimum standards and procedures as set forth in this article, hereinafter referred to as "standards." The objectives of these standards are to:
- (a) Promote safety in all Airport activities;
 - (b) Maintain a high quality of service for all Airport users;
 - (c) Protect the public from unlicensed and unauthorized products or services;
 - (d) Enhance the availability of services for all Airport users; and
 - (e) Promote the orderly development of Airport land.
- (2) The intent herein is to categorically identify those minimum standards and procedures by which all persons, firms or other legal entities conducting commercial (revenue producing) or noncommercial aeronautical activities at the Airport shall conduct their respective operations.

- B. Policy.

- (1) In exchange for the opportunity to engage in an aeronautical activity, persons, firms, or entities engaged in aeronautical activity agree to comply with the standards developed by the Airport. All applicants shall meet the standards, as now in existence or as may hereafter be modified or amended,

as recited herein and which pertain to their respective category.

- (2) Present commercial operators and noncommercial lessees conducting operations on the Airport, prior to the effective date of these standards, may be allowed to continue operations without fully complying with the portions of these standards relating to the number of categories and the physical requirements of land and buildings so long as such operations are in the public interest, and do not conflict with any FAA or Maine DOT requirement, or if the owner determines that it would be an extreme hardship, financial or otherwise for such an operator to fully comply with said portions of these standards. It is the responsibility of the operator to determine there is extreme hardship, financial or otherwise, and provide documentation of this to the Airport with a request for exemption from applicable elements of the standards.
- (3) All commercial operators and noncommercial lessees will be subject to applicable federal, State and local laws, codes, ordinances, and other regulatory measures.
- (4) All commercial operator's sublessees and noncommercial sublessees, also known as "subtenants," are subject to the provisions of these standards as well as all applicable federal, State and local laws, codes, ordinances, and other regulatory measures. Any reference to "operator" or "lessee" is understood to include any and all sublessees.
- (5) No person(s), firm or legal entity shall act as a commercial operator or noncommercial lessee on the Airport until such time as that person(s), firm or legal entity has applied for and received permission to so act, and has entered into and executed a lease/contract/operating rights agreement with the owner.
- (6) No lease/contract/operating rights agreement executed under these standards shall be transferable without first obtaining the prior written approval of the owner.
- (7) It is the owner's intention not to approve any application, or enter into any lease/contract/operating rights agreement, which offers more favorable terms and conditions for the same or similar rights to any one commercial operator or noncommercial lessee more than another.
- (8) All leases/contracts/operating rights agreements for commercial operations shall contain, inter alia, a covenant reciting the commercial operator's obligation to pay, as applicable, an amount for the basic annual rental of agreed premises and, as applicable based on the type of operation being conducted and if specified in a lease and operating rights agreement, and/or an amount equal to certain percentage of its gross annual income or revenue for operating rights granted. Such stipulations and covenants will be recited in the applicable lease/contract/operating rights agreement.
- (9) The owner shall review these standards annually and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the health, safety, and interest of the public. Upon approval of any such amendments, the commercial operators and noncommercial lessees secured hereunder shall be required to conform to such amended standards.
- (10) All leases and/or operating rights agreements entered into by the owner shall be subordinate to the provisions of any existing or future agreement between the commercial operator or noncommercial lessee and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

(11) It is specifically understood and agreed that nothing contained herein shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S. C. §§ 40103(e) and 47107(a)(4).

C. Application.

- (1) The implementation and application of these standards shall be accomplished by the City of Sanford, acting through its duly elected City Council and its duly appointed Airport Manager.
- (2) These standards shall be published. The standards shall be appended to all existing and future leases/contracts and operating rights agreements and shall be considered a part of all leases/contracts and/or operating rights agreements which the City of Sanford has now or does in the future enter into.

D. Related materials:

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

§ 70-38 Minimum standards for specific activities.

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

Category	Title
I	Line services (aircraft fuels and oil dispensing)
II	Flight training
III	Aircraft charter and air taxi
IV	Aircraft sales (new and/or used)
V	Aircraft rentals
VI	Airframe and power plant repair facilities
VII	Aircraft painting and/or repair or initial outfitting of interiors

Category	Title
VIII	Specialized aircraft repair service - radios, propellers, instruments, and accessories
IX	Aircraft parking and storage
X	Specialized Aeronautical Service Operator (SASO)
XI	Flying clubs
XII	Independent operators
XIII	Any other activities not specifically provided for in these minimum standards

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

(1) I: Line services (aircraft fuels and oil dispensing).

(a) Statement of concept. An aircraft fuel and oil service FBO provides aviation fuels, lubricants and other services supporting both based and itinerant aircraft operations.

(b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 6,500 square feet of floor space for aircraft storage and at least an additional 750 square feet of floor space for office space, a customer/pilot lounge, and restrooms, which shall be properly heated, cooled, and lighted. The operator shall also provide telephone facilities and wireless high-speed Internet for customer use.

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

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

(e) Equipment requirements.

[1] Aircraft fuel and oil dispensing operations.

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

lease agreement.

- [b] In conducting refueling operations, every operator shall install and use adequate grounding and/or bonding locations in accordance with current National Fire Protection Association (NFPA) standards to eliminate the hazards of static electricity and shall provide fire extinguishers or other equipment, approved by the NFPA, of such types and in such numbers as are commensurate with the hazards involved in refueling and serving aircraft.
- [c] The operator shall handle and dispose of, away from the Airport, all used or unused oil, solvents, and other hazardous/nonhazardous materials and waste in accordance with federal, State and local requirements.
- [2] Aircraft fueling systems. The operator shall provide metered, filter-equipped dispensers, fixed or mobile, for dispensing required grades of fuel. All dispensers must be inspected at least annually by a person qualified by NFPA standards to conduct and record said inspection. Separate dispensing pumps and meters are required for each grade of fuel and such facilities are to be in accordance with applicable NFPA standards.
- [3] Aircraft general services. The operator shall provide line service that does not require a certified mechanical rating, and cabin services, to general aviation aircraft as can be performed efficiently on the ramp or apron parking area, but only within the premises leased to the operator or identified in an operating rights agreement. The operator shall procure and maintain tools, jacks, and such equipment and trained personnel as necessary to provide for aircraft towing for moving and parking aircraft and assisting in the removal of disabled aircraft, inflating aircraft tires, changing engine oil, washing aircraft in designated areas, performing lavatory service on jet aircraft, and for recharging and energizing aircraft batteries and starters. All equipment shall be maintained and operated in accordance with federal, State and local industrial codes.
- (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (2) II: Flight training.
 - (a) Statement of concept. A flight-training FBO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary and preparatory to taking the written examination and flight check ride for the category or categories of pilot licenses and ratings involved.
 - (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space. The leasehold must have airside and landside access for customers. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 2,750 square feet of floor space for aircraft storage and at least an additional 750 square feet of floor space for office, a classroom, a briefing room with a telephone and a computer with high-speed Internet access for students and pilots, complimentary wireless high-speed Internet access for students and pilots, a customer/pilot lounge and restrooms, which shall be properly heated, cooled, and lighted.
 - (c) Personnel requirements. The operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum

standards set forth in this category of services in an efficient manner, but never fewer than two persons, each possessing a current, effective FAA commercial pilot license with an appropriate instructor rating for the types of training offered as well as a current medical certificate.

- (d) Hours of operation requirements. The operator shall have the premises open and services available year round with operating hours as negotiated and required in the lease agreement. The operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.
- (e) Equipment requirements.
 - [1] The operator shall have available for in-flight training use, either owned or under written lease to the operator, not fewer than three properly certified, airworthy aircraft equipped for pilots with student, private, instrument, and commercial FAA certificates. At least one of these aircraft must be certified four-place aircraft and one aircraft must be IFR certified. If the aircraft required under this section are no longer airworthy, the FBO must notify the Airport Manager of the aircraft's status in a timely manner in writing along with a timeline for returning the aircraft to an airworthy condition or acquiring a replacement airworthy aircraft.
 - [2] For a flight-training FBO offering instrument ratings, the operator shall have available for use an FAA approved flight-training device (FTD).
 - [3] The operator must offer for sale current aeronautical publications as appropriate and necessary for student, private, instrument and commercial pilots.
 - [4] The operator shall provide adequate mock-ups, pictures, slides, programs or other visual aids necessary to provide proper ground school instruction.
- (f) Insurance requirements. In addition to the standard insurance requirements specified in these standards for flight training, the operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.
- (3) III: Aircraft charter and air taxi.
 - (a) Statement of concept. An unscheduled, or scheduled air charter or air taxi FBO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis, under 14 CFR Part 135, Operating Requirements: Commuter and On Demand Operations and Rules Governing Persons on Board Such Aircraft.
 - (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 2,750 square feet of floor space for aircraft storage. The operator would additionally have to possess 1) direct landside and airside access and at least an additional 500 square feet of floor space which shall be properly heated, cooled, and lighted for office space, a customer/passenger lounge with telephone facilities and complimentary wireless high-speed Internet for customer use, and restrooms; or, 2) a written agreement with an existing FBO that meets the requirements of Item 1). Such an agreement between an existing FBO and Category III FBO operator shall be subject to the written approval of the Airport Manager and a copy of the final written agreement shall be provided to the Airport Manager.

- (c) Personnel requirements. The operator must be certified by the FAA under F.A.R. Part 135 and provide a copy to the Airport within 10 days upon request. The operator shall have in his/her employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the standards set forth in this category in an efficient manner but never less than one pilot appropriately rated by the FAA to provide the services offered by the operator.
 - (d) Hours of operation requirements. The operator shall have the premises open and services available as negotiated and required in the lease agreement. The operator shall provide on-call service during hours other than the aforementioned.
 - (e) Equipment requirements. The operator shall have available for use, either owned or under written lease to the operator, airworthy aircraft that shall be suitably equipped for such operations as specified in the lease and operating rights agreement for the purpose of aircraft charter or air taxi operations.
 - (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (4) IV: Aircraft sales (new and/or used).
- (a) Statement of concept. An aircraft sales FBO engages in the sale of new or used aircraft through franchises, licensed dealerships or distributorships (either on a retail or wholesale basis) or otherwise, and provides such repairs, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft sold by the FBO.
 - (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 12,000 square feet of ground space to provide for outside display and storage of aircraft and on which shall be erected a building to provide at least 6,000 square feet of floor space for aircraft storage and at least an additional 500 square feet of floor space for office space, a customer lounge, and restrooms, which shall be properly heated, cooled, and lighted; and shall provide telephone facilities and complimentary wireless high-speed Internet for customer use. The leasehold must have airside and landside access for customers.
 - (c) Personnel requirements.
 - [1] The operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one person having a current, private pilot certificate and minimum hour requirement as specified by FAA for type and category of aircraft to be demonstrated for sale.
 - [2] An operator engaging in the sale of used aircraft must conform to the provisions of FAA regulations, part 47, Subpart C, and must possess a valid Dealers Aircraft Registration Certificate, FAA Form 8050. A copy of each valid certificate must be sent to the Airport within 10 calendar days upon request.
 - (d) Hours of operation requirements. The operator shall have the premises open and services available year round with operating hours as negotiated and required in the lease agreement. The operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.

- (e) Equipment requirements.
 - [1] The operator shall provide current, up-to-date specifications and price lists for types and models of aircraft sold.
 - [2] The operator shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period.
 - [3] Servicing facilities may be provided through written agreement with a repair shop operator at the Airport.
- (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (5) V: Aircraft rentals.
 - (a) Statement of concept. An aircraft rental FBO engages in the rental of aircraft (fixed or rotary wing) for operation by student pilots or other pilots not employed by the operator.
 - (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space for storage and display of aircraft. The leasehold must have airside and landside access for customers. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 3,000 square feet of floor space for aircraft storage and at least an additional 500 square feet of floor space for office space, a customer/pilot lounge, and restrooms, which shall be properly heated, cooled, and lighted. The operator shall also provide telephone facilities and complimentary wireless high-speed Internet for customer use.
 - (c) Personnel requirements. The operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one person possessing a current, effective FAA commercial pilot license with an appropriate instructor rating for the rental aircraft as well as a current medical certificate.
 - (d) Hours of operation requirements. The operator shall have the premises open and services available year round with hours as negotiated and required in the lease agreement. The operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.
 - (e) Equipment requirements. The operator shall have available for rental, either owned or under written lease to the operator, not fewer than three properly certified and currently airworthy aircraft suitably equipped for pilots with student, private, commercial or instrument FAA certificates. Two of these aircraft must be certified four-place aircraft; one aircraft must be IFR equipped and certified. The operator shall have on hand, at all times, proper checklists and operating manuals for each and every aircraft available for rental.
 - (f) Insurance requirements. In addition to the standard insurance requirements specified in these standards, for rental activities, the operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.
- (6) VI: Airframe and power plant repair facilities.

- (a) Statement of concept. An aircraft airframe and power plant repair and maintenance FBO engages in the maintenance and repair of aircraft and/or rotorcraft, power plants, propellers and/or rotors, accessories, and the sale of aircraft parts and accessories.
- (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 6,500 square feet of floor space for airframe and power plant repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, State, and local industrial code requirements and at least an additional 500 square feet of floor space for office space, a customer/pilot lounge, and restrooms, which shall be properly heated, cooled, and lighted. The operator shall also provide telephone facilities and complimentary wireless high-speed Internet for customer use.
- (c) Personnel requirements. The operator shall have in his/her employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category of services in an efficient manner, but never less than one person currently certified by the FAA as an airworthiness inspector with ratings appropriate to the work being performed. Maintenance support must be available at other times with proper coordination.
- (d) Hours of operation requirements. The operator shall have the premises open and services available year round with operating hours as negotiated and required in the lease agreement, but at a minimum Monday through Friday during regular business hours.
- (e) Equipment requirements. The operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times a stock of batteries, filters, plugs, and miscellaneous hardware and electrical components necessary for the types of repairs and maintenance performed as well as adequate equipment and machine tools, jacks, lifts and testing equipment to perform annual inspections as required for FAA certification on single engine and light multi-engine, general aviation aircraft. The operator shall also have on hand in good working order the equipment and trained personnel required for aircraft towing and commonplace aircraft emergency services, such as flat tires and dead batteries.
- (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (7) VII: Aircraft painting and/or repair or initial outfitting of interiors.
 - (a) Statement of concept. An aircraft painting and/or repair or initial outfitting of interiors FBO engages in the business of providing a shop for the painting of aircraft and/or repair, rehabilitation, and renovation of aircraft interiors.
 - (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 8,000 square feet of floor space for specialized aircraft repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, State, and local industrial code requirements and at least an additional 500 square feet of floor space for office space, a customer/pilot lounge, and restrooms, which shall be properly heated, cooled, and lighted. The operator shall also provide telephone facilities and complimentary wireless high-speed Internet for customer use.

- (c) Personnel requirements. The operator shall have the appropriate personnel available as negotiated and required in the operating agreement. The operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.
- (d) Hours of operation requirements. The operator shall have the premises open and services available year round with hours as negotiated and required in the operating agreement.
- (e) Equipment requirements.
 - [1] The operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and tools to perform aircraft painting and/or repair or initial outfitting of interiors.
 - [2] The operator shall outfit the building for painting services with such setup, separation, and ventilation in accordance with federal, State and local codes and requirements.
 - [3] The operator shall handle and dispose of, away from the Airport, all used or unused oil, paints, solvents, and other hazardous/nonhazardous materials and waste in accordance with federal, State and local requirements.
- (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (8) VIII: Specialized aircraft repair service: radios, propellers, instruments, and accessories.
 - (a) Statement of concept. An FAA-authorized repair station for avionics sales and service FBO engages in the business of providing a shop for the repair of aircraft radios, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, instruments, and accessories.
 - (b) Required leasehold/building and/or hangar size. The operator shall lease from the owner an area of not less than 10,000 square feet of ground space. The operator shall acquire or erect on aforementioned leasehold a building to provide at least 6,500 square feet of floor space for specialized aircraft repair service, including sufficient hangar space to provide housing for any aircraft being serviced, all meeting with federal, State, and local industrial code requirements and at least an additional 500 square feet of floor space for office space, a customer/pilot lounge, and restrooms, which shall be properly heated, cooled, and lighted. The operator shall also provide telephone facilities for customer use.
 - (c) Personnel requirements. An operator engaged in service, repair or maintenance of aircraft shall be in possession of an airframe and power plant certified repair station license as granted by the Federal Aviation Administration and provide a copy to the Airport within 10 days upon request. The operator shall arrange for an employee to be in attendance in the office at all times during the required operating hours.
 - (d) Hours of operation requirements. The operator shall have the premises open and services available as negotiated and required in the lease agreement.
 - (e) Equipment requirements. The operator shall provide adequate shop space to house all equipment, and shall keep on hand at all times adequate equipment and machine tools, jacks, lifts and testing

equipment to perform specialized aircraft repair services.

- (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (9) IX: Aircraft parking and storage.
 - (a) Statement of concept. An aircraft parking and storage FBO engages in the transient and/or based parking or storage of aircraft at the Airport.
 - (b) Required leasehold/building and/or hangar size.
 - [1] The operator shall lease from the owner an area of not less than 7,875 square feet (63 feet by 125 feet) of ground space for aircraft tie-downs and storage, parking and other uses in accordance with the services to be offered, and on which shall be erected a minimum of four nested T-hangars, or a single, large storage hangar with not less than 6,500 square feet of floor space or its equivalent. The operator shall provide a paved taxiway to accommodate aircraft movement from the operator's facilities to the existing Airport taxiway system, as appropriate. An operator providing more than four hangar spaces shall provide restroom facilities for tenants.
 - [2] Ramp space is for use by the general public only unless specifically leased to the operator. The operator shall not be permitted to use any portion of public ramp space for his/her business.
 - (c) Personnel requirements. The operator shall have the appropriate personnel available as negotiated and required in the operating agreement.
 - (d) Hours of operation requirements. The operator shall maintain hangars and tie-down spots available for the customer's aircraft storage and removal seven days a week, 24 hours per day.
 - (e) Equipment requirements. Not applicable.
 - (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (10) X: Specialized aeronautical service operator (SASO).
 - (a) Statement of concept. A SASO provides a limited commercial aviation related service not currently available to the public at the time of application from an existing approved fixed base operator. Examples of these specialized services may include: flight training, aircraft airframe and power plant repair/maintenance, aircraft charter, air taxi, air ambulance, aircraft sales, avionics, instrument or propeller services, crop dusting, banner tow, aerial photography, or any other single service aviation activity determined by the City Council to be in the best interest of the Airport and the flying public.
 - (b) Required leasehold size. The operator shall have a leasehold sized to suitably accommodate its purpose. The leasehold size will be negotiated and required in the lease agreement. Sublease from an existing FBO is allowable in order to fulfill leasehold size requirements.
 - (c) Required building and/or hangar size. The operator shall have an appropriately sized building and/or hangar containing elements to provide an appropriate level of service. The building and/or hangar

elements required will be negotiated and included in the lease agreement. Sublease from an existing FBO is allowable in order to fulfill building and/or hangar element requirements.

- (d) Personnel requirements. The operator shall have the appropriate personnel available as negotiated and required in the lease agreement.
 - (e) Hours of operation requirements. The operator shall have the premises open and services available as negotiated and required in the lease agreement.
 - (f) Equipment requirements. The operator shall have available for use, either owned or under written lease to the operator, airworthy aircraft that shall be suitably equipped for such operations as specified in the lease and operating rights agreement.
 - (g) Insurance requirements. In addition to the standard insurance requirements specified in these standards, for flight training, the operator is required to notify the customer as to whether or not any of the operator's insurance coverage applies to or protects the customer while using the operator's aircraft.
- (11) XI: Flying clubs.
- (a) Statement of concept. A flying club is a nonprofit entity formed as an organization, corporation, association or partnership with the purpose of providing its members with jointly owned and operated aircraft for noncommercial use.
 - (b) Required leasehold size. The club may lease tie-down space for outdoor storage in compliance with the Airport's Aircraft Parking Policy, as may be amended from time to time. Any aircraft utilized by the club and stored on the Airport premises shall be either contained in a hangar or on a tie-down in a location specified for aircraft parking on the Airport Layout Plan and/or approved by the Airport Manager in writing.
 - (c) Required building and/or hangar size. The club may lease hangar space at the Airport for the purpose of aircraft storage. Such a lease agreement will be in line with private hangar leases at the Airport.
 - (d) Personnel requirements. Each club must be a certified nonprofit in the State of Maine. Each member must be a bona fide owner of the aircraft or a stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of the aircraft. The club will file and keep current with the Airport a complete list of the club's membership and investment share held by each member.
 - (e) Hours of operation requirements. Not applicable; flying clubs are not authorized to provide commercial services to the public.
 - (f) Equipment requirements.
 - [1] The club will file annually and keep current with the Airport a complete list of the club's aircraft.
 - [2] The club's aircraft will not be used by other than bona fide members for rental and by no one for hire, charter or air taxi. Student instruction can be given by a lessee based on the Airport who provides flight training or by a FAA-certified flight instructor who is a bona fide member of the club, but only at no cost to other bona fide members of the club.

- (g) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the lease and operating rights agreement.
- (12) XII: Independent operators.
 - (a) Statement of concept. Individual operators may perform a single-service aviation support activity on the Airport only if the service is not available from an existing fixed base operator or permitted SASO and only with permission of the City of Sanford in the form of an operating rights agreement. An example of such activity may be, but is not limited to, certified FAA check airmen performing check rides or specialized mechanic services such as those for a jet not offered by an existing on-Airport FBO. For all operations currently existing and in operation at the Airport, independent operators must obtain a sublease for operating rights from the established commercial operator or otherwise fulfill the requirements of that category or categories of operation, as applicable. Such subleases must obtain prior written approval from the Airport Manager. A copy of each executed sublease shall be provided to the Airport Manager within 14 calendar days of its execution.
 - (b) Required leasehold/building and/or hangar size.
 - [1] The operator shall lease from the owner an area of not less than one annual aircraft tie-down, and/or lease or sublease on the Airport an aircraft storage hangar capable of storing at least one aircraft. This requirement may be waived with prior approval from the Airport Manager under certain circumstances where deemed appropriate.
 - [2] Ramp space not specifically leased to the operator is for use by the general public only. The operator shall not be permitted to use any portion of public ramp space for his/her business.
 - [3] A monthly, quarterly, or annual fee, as appropriate, and/or percentage of gross revenues obtained from the operation will be negotiated prior to allowing this type of operation.
 - (c) Personnel requirements. The operator shall have the appropriate personnel available as negotiated and required in the operating rights agreement.
 - (d) Hours of operation requirements. The operator shall have the appropriate personnel and services available during certain hours as negotiated and required in the operating rights agreement.
 - (e) Equipment requirements. The operator shall have the appropriate equipment available as negotiated and required in the operating rights agreement.
 - (f) Insurance requirements. The operator shall obtain and maintain at all times insurance policies of the types and in the amounts required by the owner as specified in Appendix B of these standards and more particularly in the operating rights agreement.
- (13) XIII: Any other activities not specifically provided for in these minimum standards, including nonaeronautical activities, will be subject to negotiation.

§ 70-39 Policy for through-the-fence operations.

- A. Through-the-fence operations occur when an entity on property adjoining the Airport is provided direct access for aircraft from the adjoining property to the Airport facilities. Unauthorized access to the Airport from adjacent properties is expressly prohibited. The Airport is under no obligation to

allow through-the-fence operations. If, however, the Airport decides to allow a through-the-fence operation, a signed Airport access agreement is required. This agreement shall give the Airport the legal right to require the party granted access to conform to all applicable grant assurances and specifies, at a minimum:

- (1) Specific rights of access.
 - (2) Specific operating rights as contained in § **70-38**, if applicable.
 - (3) Payment provisions for use of Airport.
 - (4) Incorporation of Airport policy documents, including but not limited to these standards.
 - (5) Default and termination procedures.
 - (6) Insurance and Indemnity provisions.
 - (7) The Airport sponsor is under no obligation to accept sale or assignment of the agreement.
 - (8) Federal grant assurances supersede the access agreement in all cases.
 - (9) Expiration date.
- B. Such an agreement shall contain terms that do not provide unfair advantage to the through-the-fence operator over similarly situated on-Airport commercial operators or noncommercial lessees, as applicable. Through-the-fence operations must not adversely affect the safety, utility, or efficiency of the Airport.

§ 70-40 Basic terms and conditions for leases, contracts and operating rights agreements.

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

A. General terms.

- (1) Any lease/operating rights agreement shall be subordinate to the provisions of any existing or future agreement between the owner and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- (2) The owner reserves the right, but shall not be obligated to the lessee to maintain and keep in repair the landing area of the Airport, and all publicly owned facilities on the Airport, together with the right to direct and control all activities of the owner in this regard.
- (3) In addition to the requirements of the FAA and the Maine DOT, the owner may establish and implement such rules and regulations as may be required for:
 - (a) The safe and orderly operation of the Airport;
 - (b) The safe and orderly operation of aircraft in the Airport traffic area and airspace surrounding the Airport; and

- (c) The safe and orderly operation of aircraft and vehicles on the ground.
- (4) The operator, his/her agents and employees will not discriminate against any person or class of persons by reason of race, color, sexual orientation, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Appendix D to 14 CFR Part 152, Assurances. The operator further agrees to comply with such enforcement procedures as the United States might demand that the owner take in order to comply with these assurances.
- (5) AC 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities, states "an aircraft owner, who is entitled to use the landing area of an Airport, may tie down, adjust, repair, refuel, clean, and otherwise service his/her own aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner." Level of maintenance and repairs performed shall comply with 14 CFR Part 43, Maintenance, Preventive Maintenance, Rebuilding, and Alteration.
- (6) The Airport Manager shall be kept informed, promptly in writing, of the type, registration, aircraft owner's name, address, e-mail address, and phone number for all aircraft stored in or on premises for more than 30 calendar days per year.
- (7) All nonairworthy aircraft not in an enclosed structure shall be removed from the Airport on 30 days' written notice from the owner to the lessee at the lessee's expense unless a waiver is requested and granted for insurance purposes.
- (8) In the event of any conflict between the terms of these Minimum Standards and Procedures, and the provisions of any lease of a portion of the Airport property, the more stringent requirement in either document shall be controlling.
- (9) The owner reserves the right to further develop, improve and maintain the Airport and its facilities as it sees fit, regardless of the desires or view of the operator/lessee/applicant and without interference or hindrance. If the physical development of the Airport requires the relocation of the operator/lessee/applicant, the owner agrees to provide a new location.

B. Terms for facilities.

- (1) Unless otherwise leased by the owner, all lessees shall provide the following, as applicable:
 - (a) Design plans and specifications are subject to review by the owner for compliance with federal, State of Maine, and City standards, ordinances, regulations and laws. No construction of any kind shall be done at the Airport without the prior written approval of the owner, and no such approval shall be granted unless such construction and design is consistent with the latest approved Airport Layout Plan (ALP) for the development at the Airport. Construction shall be completed within one year of the date of such written approval.
 - (b) Aircraft hangars, office space, storage facilities, restrooms, customer lounge, and other facilities, as required.
 - (c) Adequate auto parking space within the lease area to accommodate all of the operator's employees and customers.
 - (d) A paved aircraft apron which meets appropriate FAA specifications within the leased area; and a

paved taxiway within and without the leased area to accommodate aircraft movement from the tenant's facilities to the existing Airport taxiway system.

- (2) The lessee shall maintain all buildings and land on Airport property to the following standards, or as directed by the Airport Manager:
 - (a) Exterior buildings, signs and other structures shall be maintained in accordance with Airport standards and be in good condition. Prior to the construction or display of any exterior signing, written approval must be obtained from the owner. All signs shall comply with the City's sign code.
 - (b) Open storage areas shall be screened from public view.
 - (c) Nonpaved areas may be landscaped with lawns, mulch, shrubs, etc., as approved prior to installation by the Airport Manager. Such approval will not be unreasonably withheld, conditioned, or delayed, provided that it does not interfere with the safety, utility, or efficiency of the Airport.
 - (d) Lawns shall be cut to present a neat appearance.
 - (e) Trash is not allowed on Airport property. Place trash and cigarette cans where needed.
 - (f) Absolutely no activities shall take place on Airport property to attract wildlife of any kind, including but not limited to bird or animal feeding, installation of bird baths, or installation of bird or animal feeders.
 - (g) Pavements shall be joint-sealed and painted in accordance with FAA and MaineDOT standards.
 - (h) The lessee is responsible for snow and ice control on leased property. Only snow and ice control equipment and trained operators, as approved by the Airport Manager, are allowed on Airport property. Agreements may specify snow removal procedures for each leasehold.
 - (i) All used or unused oil, solvents, and other hazardous/nonhazardous materials and waste shall be handled and disposed of, away from the Airport, in accordance with federal, State of Maine and City requirements. The piling or other inappropriate storage of crates, boxes, barrels, and containers will not be permitted within leased premises.
- (3) The lessee shall comply with the Airport's stormwater pollution prevention plan (SWPPP).
- (4) The owner reserves the right to take any action it considers necessary to protect the 14 CFR Part 77, Objects Affecting Navigable Airspace, and FAA Order 8260.3B, United States Standard for Terminal Instrument Procedures imaginary surfaces against obstructions, together with the right to prevent the lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the owner, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- (5) The owner reserves the right to, without obligation to the operator/lessee/applicant, keep the Airport landing area, and publicly owned facilities in good repair.
- (6) Ramp space other than ramp space specifically leased to or defined under a management agreement with the lessee shall be for use by the general public only. No lessee shall be permitted to use any portion of public ramp space for his/her use exclusively or to use any of such ramp space as parking or tie-down area.

C. Terms for operator services.

- (1) The operator shall furnish services on a fair, equal, and nondiscriminatory basis to all users.
- (2) The operator shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service, provided that the operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (3) The operator shall provide, by means of an office, a telephone, and/or a current and updated website with e-mail contact information, a point of contact for the public desiring to utilize the operator's services.

D. Policy for insurance.

- (1) Each operator and lessee shall protect the general public, the customers or clients and the owner from any and all lawful damages, claims, or liability, and they shall provide the types of insurance required in the applicable category(s) and written in such amounts designated in this article and more particularly described in Appendix B as amended from time to time but in no event less than the amounts required the owner in the operator or lessee's negotiated lease agreement.
- (2) The owner shall be an additional named insured in any such policy, and a certificate of insurance evidencing the same and the required coverage shall be delivered to the owner prior to the commencement of any lease of Airport property.
- (3) The certificate of insurance shall provide that the insurance company, in writing, will notify the owner 30 days in advance of any cancellation of such insurance.
- (4) Insurance policies shall remain in full force and effect during the term of the lease/contract between the lessee and the owner, and any renewal policies shall be filed with the owner not less than 30 days before the expiration date of such policies.

§ 70-41 Application procedures.

- A. Any person(s), firm or legal entity wishing to obtain the right to operate and/or establish leasehold on the Airport shall make written application to the owner in the manner and form heretofore prescribed.
- B. Application for permission to lease and/or use Airport land or any facilities thereon shall be accomplished in the manner and form as is published by the owner and contained in Appendix C.
- C. It is the intent of the owner to examine each applicant and operator/lessee. Each applicant and operator/lessee shall provide satisfactory evidence to the owner of their technical and financial abilities, including the ability to meet the insurance requirements as stated herein.
- D. Upon consideration of the application, the owner shall determine whether or not the applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or part, and if so, upon what terms and conditions. The owner will review and act on all applications within 90 days from the receipt.
- E. The following list contains examples of reasons why an application may be denied; the following list is not exhaustive:

- (1) The applicant does not meet the qualifications, standards and requirements established by these minimum standards and procedures.
 - (2) The applicant's proposed operations or construction cannot be incorporated into the Ultimate Airport Layout Plan and approved by FAA, the MDOT and the owner because:
 - (a) It is a potential safety hazard to the Airport; or
 - (b) There is insufficient land or building space available; or
 - (c) It will result in a congestion of aircraft or buildings, or will unduly interfere with the operation of any present FBO on the Airport, such as problems in connection with aircraft traffic or service, or preventing free access and egress to the existing FBO, or will result in depriving, without the proper economic study, an existing FBO of portions of its leased area in which it is operating.
 - (3) The granting of the application will require the expenditure of owner funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to the owner.
 - (4) Any party applying, or interested in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.
 - (5) Any party applying, or having an interest in the business, has a record of violating the rules, or the rules and regulations of any other Airport, civil air regulations, FAR, or any other rules and regulations applicable to this or any other Airport.
 - (6) Any party applying, or having an interest in the business, has defaulted in the performance of any lease or other agreement with the owner or any lease or other agreement at any other Airport.
 - (7) Any party applying, or having an interest in the business, is not sufficiently credit worthy and responsible in the judgment of the owner to provide and maintain the business to which the application relates and to promptly pay amounts due under the FBO lease.
 - (8) The applicant does not have the finances necessary to conduct the proposed operation for a minimum period of six months.
 - (9) The applicant has been convicted of any crime, or violated any City ordinance rule or regulation, which adversely reflects on its ability to conduct the FBO operation applied for.
- F. The owner shall, after review and hearing, reserve the right to approve or disapprove the subject application.
- G. Each successful applicant shall, within 30 calendar days after having received written approval of his/her application, enter into a written lease/contract/operating rights agreement with the owner, in a form and manner prescribed by the owner.
- H. It is the intention of the owner to enter into and execute a lease/contract/operating rights agreement with the approved applicant within the 30 calendar days after such application is approved.

§ 70-42 **Definitions.**

As used in this article, the following terms shall have the meanings indicated:

AERONAUTICAL ACTIVITY

Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

- A. **COMMERCIAL AERONAUTICAL ACTIVITIES** Any activity by an operator or its sublessee intended to result in a monetary gain.
- B. **NONCOMMERCIAL AERONAUTICAL ACTIVITIES** Any activity by a lessee or its sublessee which is conducted for their own benefit, without the intent of monetary gain.

AERONAUTICAL USE

All activities that involve or are directly related to the operation of aircraft, including activities that make the operation of aircraft possible and safe. Services located on the Airport that are directly and substantially related to the movement of passengers, baggage, mail, and cargo are considered aeronautical uses.

AERONAUTICAL USERS

Individuals or businesses providing services involving operation of aircraft or flight support directly related to aircraft operation are considered to be aeronautical users.

AIRCRAFT

Any machine supported for flight in the air by buoyancy or by the dynamic action of air on its surfaces, especially powered airplanes, gliders, and helicopters.

AIRPORT

The Sanford Seacoast Regional Airport (SFM), Sanford, Maine.

COMMERCIAL OPERATOR

Any Airport tenant who fulfills the requirements of these standards and the appropriate requirements of Categories I through XII or other specific requirements. Also referred to as "Operator" or "FBO."

COMMERCIAL OPERATOR SUBLESSEE

Any person or entity which has entered into a sublease with a commercial operator and who fulfills the appropriate requirements of the appropriate FBO category or other specific requirements included in an operating rights agreement. By fulfilling said requirements, a commercial tenant lessee may qualify to engage in any aeronautical activity except the sale of aviation petroleum products.

FIXED-BASE OPERATOR

A fixed-base operator (FBO) is a commercial operator providing aeronautical services as described in Categories I through XII to the public; also referred to as "commercial operator" or "operator."

FLYING CLUB

A nonprofit or not-for-profit entity (e.g., corporation, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.

NONAERONAUTICAL USE

All uses of the Airport other than those deemed as aeronautical uses are considered nonaeronautical. Aviation-related uses that do not need to be located on an Airport are considered nonaeronautical uses. Nonaeronautical uses include public parking, rental cars, ground transportation, as well as terminal concessions such as food and beverage and news and gift shops. Federal law and policy on reasonableness of fees and other terms of Airport access do not apply to nonaeronautical uses.

NONCOMMERCIAL LESSEE

Any person or entity that has entered into a lease for real property with the City of Sanford at the Airport; also referred to as "lessee" or "tenant."

NONCOMMERCIAL SUBLESSEE

Any person or entity which has entered into a sublease with a noncommercial lessee.

OWNER

The City of Sanford, Maine, of which the Sanford Seacoast Regional Airport is a department.

SELF-FUELING and SELF-SERVICE

Self-fueling as stated in AC 150/5190-5, Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities, means the fueling or servicing of an aircraft (e.g., changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the Airport, an FBO, or an aeronautical service provider. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided that the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

Attachments:

[Attachment 1 - Typical Hangar Lot](#)

[Attachment 2 - Appendix B, Minimum Insurance Requirement](#)

[Attachment 3 - Appendix C, Application Form](#)

[Attachment 4 - Appendix D, FBO Requirement Summary](#)