

MINIMUM STANDARDS  
for  
COMMERCIAL AERONAUTICAL ACTIVITIES  
at the  
GREATER ROCHESTER INTERNATIONAL AIRPORT

Revised January 20, 2010

## I. INTRODUCTION

For the purpose of these MINIMUM STANDARDS, A COMMERCIAL AERONAUTICAL ACTIVITY shall be defined as any activity which is offered for compensation or hire and which involves, makes possible, or is required for the operation of general aviation aircraft, or contributes to, or is required for the safety of such operations.

### DEFINITIONS:

Aircraft De-Icing Services: The storage, sale, delivery and dispensing of glycol or any other fluid or material for the de-icing of aircraft at the Airport.

Aircraft Fueling Services: The storage, sale, delivery and dispensing of aviation fuel or oil to aircraft at the Airport.

Aircraft Ground Handling Services: The storage and parking of aircraft at the Airport, the loading and unloading of passengers and cargo, the provision of ground transportation for passengers, crew and baggage and the collection of landing fees.

Aircraft Operations Area: Any area on the Airport within the perimeter fence barrier which encompasses aircraft movement and vehicle traffic necessary to support the aircraft.

Aircraft Repair and Maintenance Services: The repair, maintenance, adjustment or inspection of aircraft, including Major Alterations, Major Repairs and Preventative Maintenance, as defined in Appendix A to 14 CFR Part 43, to aircraft other than those owned, leased or operated by the operator.

Airport: The Greater Rochester International Airport, which is operated by the Monroe County Airport Authority.

Airport Authority: The Monroe County Airport Authority, with its main offices at 1200 Brooks Avenue, Rochester, New York 14624.

Airport Manager: The Director of the Greater Rochester International Airport, whose office is at 1200 Brooks Avenue, Rochester, New York 14624.

Applicant: A person who has requested the right from the Airport Authority to engage in one or more Commercial Aeronautical Activities at the Greater Rochester International Airport.

Based Aircraft: An aircraft which is owned, or held by virtue of a leasehold agreement, by a person who is currently leasing the space upon which the aircraft is parked directly from the Airport Authority, or by a person who is parking the aircraft for more than thirty days in an area of the Airport leased by the Airport Authority to an approved Fixed Base Operator or Specialized Aviation Service Operator.

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County: The County of Monroe, located in the State of New York, with its main offices at 39 West Main Street, Rochester, New York 14614.

Essential Services: Those Commercial Aeronautical Activities which the operator of an aircraft not already based at the Greater Rochester International Airport might expect to have available upon landing. These are Aircraft De-Icing Services, Aircraft Fueling Services, Aircraft Ground Handling Services and Aircraft Repair and Maintenance Services.

Federal Aviation Regulations (FAR): Chapter I of Title 14 of the U.S. Code of Federal Regulations, as the same may be amended from time to time.

Fixed Base Operator: Any person or organization which provides all of the Essential Services to all general aviation aircraft, including transient aircraft, 24 hours per day, 365 days per year, and enters into a Fixed Base Operator agreement with the Airport Authority for the right to conduct all Essential Services. Within the context of these Minimum Standards, a Fixed Base Operator must provide all Essential Services as defined above and may be allowed to conduct other Commercial Aeronautical Activities in accordance with the terms and conditions of these Minimum Standards and its Fixed Base Operator agreement.

Specialized Aviation Service Operator: An aeronautical business that offers any one or a combination of Commercial Aeronautical Activities, but not all Essential Services, or offers Limited Commercial Services.

AUTHORITY: The County of Monroe and the Airport Authority shall at all times have the authority to take such action as may be necessary to safeguard the people in attendance at the Airport and to maintain law and order at the Airport.

No person shall use the Airport as a base or terminal for any Commercial Aeronautical Activity, including, without limitation, carrying on of commercial aviation, or carrying of passengers, freight, express or mail, or for student flight, communication or other commercial or private purpose or transportation without first securing a permit from the Airport Authority and paying the fees and charges prescribed for such privileges and the use of the Airport and its facilities and services rendered.

No person shall engage in the sale of food, drink or any commodity, gasoline, oil or any fuel based product, or offer service or solicit funds from the public at the Airport for any purpose, or post, distribute or display signs, advertisements, handbills, circulars or other printed or written matter at the Airport, except with the written approval of the Airport Authority and upon conditions prescribed by the Airport Authority and upon the payment of fees prescribed and agreed upon between the Airport Authority and such person for such use.

POLICY: The grant of an exclusive right for the conduct of any aeronautical activity on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive rights result from an

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express agreement, from the imposition of unreasonable standards or requirements, or by any other means.

It is the intent of this policy to promote fair competition at the Greater Rochester International Airport and not to expose those who have undertaken to provide commodities and services to irresponsible competition. The Airport Authority will enforce these Minimum Standards to be met by those who propose to conduct a Commercial Aeronautical Activity. Such standards, by expressing minimum levels of service that must be offered, relate primarily to the public interest, but appropriate requirements uniformly applied discourage substandard enterprises, thereby protecting both the established aeronautical activity and the Airport patrons.

These Minimum Standards are developed in accordance with FAA Advisory Circular 150/5190-7, "Minimum Standards for Commercial Aeronautical Activities at Public Airports," and FAA Advisory Circular 150/5190-6, "Exclusive Rights at Federally Obligated Airports." The elements of each section consider:

1. Suitable space or facilities
2. Adequate fixtures and equipment
3. Adequate staff with appropriate skills/licenses
4. Minimum hours of operation
5. Conformity to safety, health and sanitary codes
6. Indemnification and insurance requirements

**AVIATION FEES & CHARGES:** No person shall land or take off an aircraft on or from the Greater Rochester International Airport without the payment of such fees and charges as are determined from time to time by the Airport Authority. The Airport Manager shall have the authority to detain aircraft for non-payment of charges due the Airport Authority.

**STORAGE AREAS:** No aircraft shall be parked, stored or repaired at the Greater Rochester International Airport except at the areas designated by the Airport Authority for such use. Violation may result in the offending aircraft being removed by the Airport Manager and impounded until incurred towing and storage charges have been paid.

**GRANTING OF RIGHTS:** No person shall use the property of the Airport Authority at the Greater Rochester International Airport for the purpose of conducting flight activity or furnishing any aeronautical service for compensation or hire, or engaging in any sale of aviation products or service, unless that person obtains the permission of the Airport Authority and meets the requirements of these Minimum Standards. The granting of a permit or a contract on the part of the Airport Authority establishes an acknowledgment on the part of the Applicant that these Minimum Standards, which remain subject to amendment by the Airport Authority from time to time, shall remain in full force and effect by the Airport Authority during the entire term of the subsequent permit or contract.

In no event will the Airport Authority authorize a person with land adjacent to the Airport to install direct access to a runway or taxiway for the purpose of conducting any type of

aeronautical activity, except that a person owning land adjacent to the Airport, which land presently has access to the runway or taxiway as of the date of adoption of these Minimum Standards, shall continue to have such access. Said access, however, shall at all times be subject to reasonable rules adopted and promulgated by the Airport Authority from time to time.

## II. GENERAL CONDITIONS

**RIGHTS** granted by the Airport Authority for persons who meet these Minimum Standards shall not continue beyond the expiration of any subsequent agreement, lease, permit or contract entered into between the person and the Airport Authority or between the person and any other person who holds an agreement, lease, permit or contract with the Airport Authority.

**LAWS, RULES & REGULATIONS:** The Applicant shall assure the Airport Authority that it will comply with all applicable laws and regulations of the FAA, the State of New York, the City of Rochester, the Airport Authority and the Greater Rochester International Airport, and such orders and directives as are from time to time issued by the Airport Manager. The requirements of these Minimum Standards and any rights granted under these Minimum Standards to any entity conducting Commercial Aeronautical Activities at the Airport shall be subject and subordinate to the provisions of any existing or future agreement between the County or the Airport Authority and the State of New York or the United States pertaining to the operation, management, planning and development of the Airport and are expressly subordinate to, and are to be construed in accordance with, assurances given by the County or the Airport Authority to the U.S. Secretary of Transportation or the FAA as conditions for the receipt of federal grants under the Airport Improvement Program.

**HAZARDOUS MATERIALS:** The Applicant shall assure the Airport Authority that it will handle all hazardous materials (e.g., explosives, highly flammable items, pressurized gasses, and radiological and magnetic materials) in accordance with the conditions set forth in the FAA-approved Greater Rochester International Airport Certification Manual (§ 321).

**DISCRIMINATION:** The Applicant shall adhere to the provisions of Title VI of the Civil Rights Act of 1964 and applicable regulations administered by the FAA and shall not discriminate or permit discrimination against any person or group of persons in any manner on the basis of race, creed, color, sex or national origin.

**LICENSES & CERTIFICATES:** All persons shall have in their possession currently valid licenses and permits to meet the requirements for the desired activity, and shall retain all such licenses and permits in an active status at their own expense. In the event necessary licenses or permits expire or become otherwise invalidated, the right to conduct the requested service shall be automatically rescinded by the Airport Authority.

**CONSTRUCTION:** No person shall initiate or engage in any construction, alteration or electrical wiring at any building, structure or other improvement at the Airport without first securing the written permission of the Airport Authority.

**RIGHT OF INSPECTION:** The Airport Manager or his designee shall retain the right to enter premises used by a person conducting any Commercial Aeronautical Activity in order to inspect the property and to insure compliance with the Minimum Standards.

**SUBLETTING & ASSIGNMENT:** No person who has entered into a lease with the County or the Airport Authority for the exclusive use of property owned by the County or the Airport Authority at the Greater Rochester International Airport shall be allowed to sublet any portion of that property without the prior written approval of the Airport Manager. For the purpose of this paragraph "sublet" shall mean any arrangement by which the exclusive use of a portion of the leased premises is granted to a third party by such lessee, including, without limitation, a sublease, license or any other type of occupancy agreement. All subleases, licenses or occupancy agreements shall be in writing and copies of the same shall be delivered to the Airport Manager in connection with the Applicant's request for approval thereof. Further, any rights to conduct activities contemplated by these Minimum Standards are not assignable by the Applicant to a third party without the prior written approval of the Airport Manager.

**TERMINATION:** The Airport Authority retains the right to terminate all privileges granted to any person in their entirety upon the failure of said person to observe the terms and conditions of these Minimum Standards, and may remove the offending party from the Airport, and upon notice of at least ten days, may bar such person from the use of the Airport and its facilities.

### III. AIRCRAFT GROUND HANDLING SERVICES

The Applicant shall be either (i) a Fixed Based Operator that has entered into a Fixed Based Operator agreement with the Airport Authority to provide all Essential Services to the Airport or (ii) a Specialized Air Service Operator which enters into an agreement with the Airport Authority to provide Aircraft Ground Handling Services at the Airport. The Applicant shall:

**FACILITIES:** Lease from the Airport Authority a minimum of 150,000 square feet of land adequately improved to the satisfaction of the Airport Authority. This shall include:

1. Adequate paved ramp area for the safe parking and movement of transient aircraft and for the conducting of such services as fueling, oil changes, tire inflation, aircraft washing and other services not requiring a certified mechanic's rating (exclusive of Aircraft De-Icing Services).
2. Adequate paved aircraft tiedown space for the level of service contemplated.
3. Adequate space for indoor storage of aircraft to meet the level of service contemplated.
4. Adequate office space for a customer service area, pilot lounge, restrooms, public telephones and administrative offices for the level of service contemplated.
5. Adequate provision for vehicle access from public highways, customer and employee automobile parking, and the safe movement of pedestrians in the area.

HOURS OF OPERATION: Operate Aircraft Ground Handling Services with adequate qualified personnel, 24 hours per day, 365 days per year.

PERSONNEL: Provide uniformed ramp personnel who have been properly trained to safely direct incoming aircraft to parking, fueling, tiedown or hangar areas for convenience and safety of transient and Based Aircraft.

OPERATING PROCEDURES: Establish, engage in and enforce operating procedures which conform to recommendations and standards set forth in current Federal Aviation Administration Advisory Circular 00-34A entitled "Aircraft Ground Handling and Servicing" and applicable standards set forth by the National Fire Protection Association.

LANDING FEES: Collect landing fees from all general aviation aircraft entering its exclusive ramp and from all such aircraft for which services are provided at other areas of the Airport, report the aircraft tail number, date and amount collected, and remit the fees to the Airport Authority monthly, less any standard administrative charges authorized by the Airport Authority.

HAZARDS: Maintain all surfaces free of foreign objects and debris hazards which could cause damage to aircraft or engines by conforming to FAA Advisory Circular 150/5380-5B entitled "Debris Hazards at Civil Airports." Remove unsightly "junk" aircraft in order to prevent the flying public from being exposed to false images of aviation safety.

EQUIPMENT: Possess adequate equipment for moving, preheating, starting and otherwise servicing the number and type of aircraft contemplated, and for snow removal in wintertime.

TIEDOWN SPACE: Install suitable aircraft tiedown, anchors, ropes, chocks, markings and spacings for Based Aircraft, and notify the Airport Authority of the name and address of each owner of a Based Aircraft, including the manufacturer, model and tail number of each Based Aircraft.

INSURANCE: Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

#### IV. AIRCRAFT FUELING SERVICES

The Applicant shall be a Fixed Based Operator that has entered into a Fixed Based Operator agreement with the Airport Authority to provide all Essential Services at the Airport and shall:

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**SERVICE:** Provide 24 hours per day, 365 days per year, delivery of a recognized brand of aviation petroleum products required in the operation of all types of aircraft normally frequenting the Airport.

**FUEL STORAGE:** Have entered into an agreement with the Airport Authority for access to and use of the Airport's fueling facility for the storage of fuel to be delivered to aircraft at the Airport.

**EQUIPMENT:** Own or lease fuel dispensing trucks(s) clearly marked and labeled to indicate type and grade of fuel with adequate and appropriate filtering devices, meters, grounding cables and of sufficient capacity to refuel the largest aircraft the fueler expects to serve.

**PERSONNEL:** Employ only personnel who have been properly trained and are qualified to operate the equipment in use.

**PROCEDURES:** Establish, engage in and enforce operating procedures which conform to recommendations and standards which are set forth in currently applicable FAA Advisory Circulars and the National Fire Protection Association Standard for Aircraft Fueling. Furthermore, it shall abide by Airport rules and regulations regarding the operation of mobile equipment and the conduct of fueling services set forth in the FAA-approved Greater Rochester International Airport Certification Manual.

**FUEL FLOWAGE FEES:** Submit a monthly report of fuel sales to the Airport Authority and remit to the Airport Authority the applicable fuel flowage fee for all aviation fuel delivered, except that no fee shall be assessed for fuel delivered into the Fixed Base Operator's own aircraft or the aircraft of companies whose lease with the Airport Authority precludes such fee.

**FUEL SPILLS:** Immediately advise the Airport Authority of a fuel spill and reimburse it for the cost of materials and other extraordinary expenses incurred by the Airport Authority to clean up spills caused by the activity of the fueler.

**INSURANCE:** Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

Self-fueling by the owner of an aircraft using its own employees and its own equipment is not considered to be a commercial fueling activity governed by these Minimum Standards. See FAA Advisory Circular 150/5190-7, § 1.3.c.



## V. AIRCRAFT REPAIR AND MAINTENANCE

The Applicant shall be either (i) a Fixed Based Operator that has entered into a Fixed Based Operator agreement with the Airport Authority to provide all Essential Services to the Airport or (ii) a Specialized Air Service Operator which enters into an agreement with the Airport Authority to provide Aircraft Repair and Maintenance Services at the Airport. The Applicant shall:

**FACILITIES:** Lease from the Airport Authority, or have immediately available for its exclusive use from a duly authorized Fixed Base Operator, a minimum of 3,000 square feet of shop area for repair and maintenance service to aircraft. No major services involving the removal, assembly or disassembly of an engine or major aircraft component are to be conducted except within an enclosed shop, and no engine runups are to be conducted except in an area and manner approved by the Airport Authority. Additionally, Applicant shall provide or have immediately available for its use during normal hours of operation, a customer service desk, restroom facilities and public telephone within easy walking distance of the shop itself.

**HOURS OF OPERATION:** Provide Aircraft Maintenance and Repair Services from at least 8:00 AM to 5:00 PM, a minimum of five days per week, and provide such services during weekends on an on-call basis.

**CERTIFICATION:** Obtain and keep in full force and effect an FAA approved aircraft repair station capable of providing airframe and powerplant maintenance and inspection service in accord with FAR Part 145 and certificated with manufacturer's authorization and appropriate ratings for a specific make and model aircraft, power plant and accessories.

**EQUIPMENT:** Provide sufficient equipment, supplies and parts to perform services in accordance with manufacturer's recommendations of authorized aircraft, power plants and accessories.

**INSURANCE:** Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

## VI. AIRCRAFT DE-ICING SERVICES

The Applicant shall be a Fixed Based Operator that has entered into a Fixed Based Operator agreement with the Airport Authority to provide all Essential Services to the Airport. The Applicant shall:

**FACILITIES:** Lease from the Airport Authority, or have immediately available for its exclusive use from a duly authorized Fixed Base Operator, a minimum of 3,000 square feet of land,

adequately improved to the satisfaction of the Airport Authority, for the storage of all materials and equipment used in connection with performing Aircraft De-Icing Services. Additionally, Applicant shall provide or have immediately available for its use during normal hours of operation, a customer service desk, restroom facilities and public telephone within easy walking distance of its officers.

**SERVICE:** Provide Aircraft De-Icing Services 24 hours per day from September 1 through May 31 of each calendar year to all aircraft at the Airport.

**EQUIPMENT:** Own or lease dispensing trucks(s) clearly marked and labeled and of sufficient capacity to de-ice all aircraft that operate at the Airport.

**PERSONNEL:** Employ only personnel who have been properly trained and are qualified to operate the equipment in use.

**PROCEDURES:** Establish, engage in and enforce operating procedures which conform to recommendations and standards which are set forth in currently applicable FAA Advisory Circulars.

**FEES:** Submit a monthly report of de-icing services rendered to the Airport Authority and remit to the Airport Authority the applicable de-icing fee for all de-icing services rendered.

**INSURANCE:** Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

## VII. RADIO AND INSTRUMENT SERVICES

The Applicant shall be a Specialized Air Service Operator which enters into an agreement with the Airport Authority to provide radio and instrument services at the Airport. The Applicant shall:

**FACILITIES:** Lease from the Airport Authority, or have immediately available for its exclusive use from a duly authorized Fixed Base Operator, a minimum of 500 square feet of shop area to be used for radio and/or instrument repairs and maintenance. The Applicant shall provide or have immediately available for its use during normal hours of operation a customer service desk, restroom facilities and public telephone within easy walking distance of the shop itself.

**HOURS OF OPERATION:** Remain open for business from at least 8:00 AM to 5:00 PM a minimum of five days per week and provide a qualified licensed service person on call during weekend hours.

**CERTIFICATION:** Obtain and continue to hold for the duration of the permit, FAA approved repair station certification for the services so offered, and qualified technicians holding necessary FAA and/or FCC licenses to efficiently perform the various radio and/or instrument services so offered.

**EQUIPMENT:** Provide sufficient equipment, supplies and parts to perform the installations, calibrations and services which the FAA and/or FCC require and which major manufacturers require and/or recommend.

**INSURANCE:** Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

## VIII. COMMERCIAL FLIGHT OPERATIONS

**DEFINITION:** Commercial flight operations pertain to the use of a Based Aircraft for compensation or hire in order to provide aircraft rental, air taxi services, charter services or flight training. For the purposes of this section a person who owns or operates a based aircraft solely for his own personal or business pursuit and who at no time uses or provides that aircraft for compensation or hire to another person, shall not be considered to be engaging in a commercial flight operation.

**CERTIFICATION:** The owner and any other operator of an aircraft engaged for hire, and the aircraft which is used for a commercial flight operation and is based at the Greater Rochester International Airport, shall meet all of the requirements of applicable Federal Aviation Regulations and hold appropriate FAA certification for the conduct of the flight activity being provided.

**SINGLE AIRCRAFT:** The owner or operator of a single based aircraft which is used to engage in a commercial flight operation and who does not perform any other aeronautical services provided for in these Minimum Standards shall:

- A. Register its aircraft with the Airport Authority, obtain an Aircraft Field Permit and pay the fee prescribed by the Airport Authority. An aircraft for which an Aircraft Field Permit has been issued shall be exempt from the collection of normal landing fees while said permit is valid.
- B. Sublease the space upon which the aircraft is placed from a duly authorized Fixed Base Operator and, in addition to the rental of the hangar or tiedown space itself, pay a fee to

the Fixed Base Operator which shall be set, and from time to time revised, by the Airport Authority for the right to conduct a commercial flight activity.

- C. Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

**MULTIPLE AIRCRAFT:** In addition to the conditions set forth above, the owner or operator of two or more aircraft based at the Greater Rochester International Airport and used for commercial flight operations (previously defined) shall be required to enter into a contract with a Fixed Base Operator with whom its aircraft are based either (i) for the lease of a minimum of 50,000 square feet of land, including necessary offices, exclusive or common use customer service areas, designated aircraft loading and unloading zones, and safe ingress and egress for the operator, its employees, agents and customers, or (ii) for the Fixed Base Operator to act as agent for, and provide customer service on behalf of, the owner/operator. Said contract shall in either case be subject to the prior written approval of the Airport Authority and shall indemnify and hold the County of Monroe and the Airport Authority harmless from any and all claims for damage by reason of any act or omission of either the owner or operator of the aircraft or the Fixed Base Operator.

**EXCLUSIVE SPACE:** In the event the owner/operator of two or more aircraft desires to provide commercial flight operation services in exclusive space leased directly from the Airport Authority, the owner/operator shall (subject to the availability of suitable space) be required to:

- A. Lease a minimum of 50,000 square feet of land to be improved to the satisfaction of the Airport Authority which provides for adequate paved ramp areas, a structure for offices and customer service facilities, vehicle access from public highways and adequate automobile parking.
- B. Maintain ramps, hangar surfaces, roads and parking areas and keep them free of debris which could cause damage to aircraft or engines.
- C. Remain open for business from at least 8:00 AM to 5:00 PM, a minimum of six days per week, and provide a pilot lounge, a customer service desk, restroom facilities and public telephone during all hours of operation.
- D. Retain on duty during all hours of operation at least one person having a current commercial pilot certificate with the appropriate rating for each service being offered to the public and provide at least 25% of the aircraft fleet (but in no case less than one aircraft) with appropriate equipment for flight under instrument conditions.

- E. Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

CUSTOMERS: In no event shall the customer of a person engaged in a commercial flight operation be allowed unescorted access to or from an aircraft parking area. Loading and unloading of all aircraft engaged for compensation or hire shall take place in designated loading zones which offer safe passage of customers within the Aircraft Operations Area.

### IX. AIRCRAFT SALES

DEFINITION: A commercial aircraft sale is the sale of a newly manufactured aircraft, or the sale of any used aircraft not owned by the Applicant, or the sale of more than one aircraft per year which is owned by the Applicant.

NEW AIRCRAFT: Dealers of new aircraft shall hold a manufacturer's dealership and shall have available or on call one current model demonstrator. The dealer shall provide for adequate servicing of aircraft during the warranty period, and shall maintain a supply of accessories and parts for the type of aircraft sold.

The Applicant shall be deemed a Specialized Aviation Service Operator and shall:

FACILITIES: Lease from the Airport Authority a minimum of 50,000 square feet of land, adequately improved to the satisfaction of the Airport Authority, or through a sublease, license or other type of occupancy agreement with a duly authorized Fixed Base Operator with whom its aircraft are based, obtain the necessary offices, exclusive or common use customer service areas, designated aircraft loading and unloading zones, and safe ingress and egress for the Applicant, its employees, agents and customers. In lieu of the execution of such an agreement, the Applicant may contract with a Fixed Base Operator to provide such services on its behalf.

HOURS OF OPERATION: Remain open for business from at least 8:00 AM to 5:00 PM a minimum of six days per week.

HAZARDS: Maintain ramps or hangar surfaces under its control free of foreign objects and debris hazards which could cause damage to aircraft or engines.

COMMERCIAL FEE: Pay a fee to the Airport Authority, established from time to time by the Airport Authority, for aircraft designated for sale, the calculation of which shall be determined by the total number of aircraft parking positions (i.e. tiedown or hangar spaces) available for those aircraft. The fee shall consist of an amount based upon the weight of the aircraft which is payable directly to the Airport Authority and which exempts that aircraft from the payment of

landing fees, and the fee shall also consist of an additional commercial use fee payable directly to the Fixed Base Operator whom the aircraft parking positions are obtained.

In the event the owner of aircraft available for sale leases land directly from the Airport Authority to conduct its business, the commercial fee shall be waived by the Airport Authority in lieu of the payment of rent for the leased property.

**INSURANCE:** Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

#### X. LIMITED COMMERCIAL SERVICES

**DEFINITION:** Limited commercial services by Based Aircraft shall include, but not be limited to:

1. Aerial work operations specifically identified within and excluded from FAR Part 135.
2. Nonstop sightseeing flights for hire that begin and end at the Greater Rochester International Airport.
3. Aircraft ferry for hire.
4. Any other activity for hire for which the FAA prescribes rules governing the operation thereof.

**TERMS & CONDITIONS:** Commercial flight activities not otherwise provided for herein may be conducted upon application to and prior approval of the Airport Authority. Reasonable terms and conditions for the privilege of engaging in one of the aforementioned services shall be commensurate with the nature and scope of the activity which is contemplated, with consideration given to availability of suitable facilities

The Applicant shall:

**CERTIFICATION:** Establish to the satisfaction of the Airport Authority that the aircraft and the personnel operating the aircraft hold the appropriate current ratings/certifications to engage in the activity being contemplated.

**REGISTRATION:** Register the aircraft with the Airport Authority, obtain an Aircraft Field Permit and pay the fee prescribed by the Airport Authority. An aircraft for which a field permit has been issued shall be exempt from the collection of normal landing fees while said permit is valid.

**STORAGE:** Sublease the space upon which the aircraft is placed from a duly authorized Fixed Base Operator and, in addition to the rental of the hangar or tiedown space itself, pay a fee to the Fixed Base Operator which shall be set, and from time to time revised, by the Airport Authority for the right to conduct a commercial flight activity.

**INSURANCE:** Hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its business or commercial activity. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

## XI. NON-COMMERCIAL ACTIVITY

The Airport Authority recognizes that a person, partnership, corporation, limited liability company, group or club which engages in aeronautical activity and leases hangar or aircraft tiedown locations at the Airport for the purpose of conducting such aeronautical activities is not necessarily engaging in a commercial venture or using its aircraft for compensation or hire. Therefore, the Airport Authority is committed to the unrestricted access of the owner of a based aircraft to his/her airplane and of the right of the owner to engage in such aircraft inspection, maintenance, repairs or services as are normal for the routine operation of the aircraft and allowable by Federal Air Regulations.

**FEES:** The owner of each aircraft based at the Airport shall register that aircraft with the Airport Authority, obtain an Aircraft Field Permit and pay the fee prescribed by the Airport Authority. The operation of a Based Aircraft for which an Aircraft Field Permit has been issued shall be exempt from the collection of normal landing fees while said permit is valid.

**IDENTIFICATION:** In the interest of airplane and airport security, the owner of each aircraft based at the Airport shall, at all times when within the Aircraft Operations Area of the Airport, carry adequate identification and offer that identification when so requested by a proper airport authority.

**VEHICLES:** No vehicle shall enter an Aircraft Operations Area unless clearly defined as belonging in that area, or unless previously authorized by the Fixed Base Operator and displaying a valid Airport Temporary Vehicle Permit.

**ACCIDENT REPORTS:** The owner/operator of any aircraft involved in an accident causing personal injury or property damage at the Airport shall promptly report the accident to the Airport Authority.

**FLYING CLUBS:** A Flying Club shall be defined as a non-profit corporation, partnership or group whose officers are elected regularly by the membership, and whose members are bound by

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a charter and by-laws for the sole purpose of engaging in noncommercial aeronautical activities in aircraft owned or exclusively operated by the membership.

- A. The Club must file a copy of its by-laws with the Airport Authority, together with a current list of membership.
- B. The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of, operation, maintenance and replacement of its aircraft, equipment and real property.
- C. The Club shall require or supply adequate identification for its members, and require that such ID be carried when its aircraft are in use.
- D. The Club shall register each aircraft with the Airport Authority and obtain Aircraft Field Permits.
- E. The Club shall hold the County of Monroe and the Airport Authority and each of their respective officers, directors, commissioners, and employees, harmless from any and all liability for damages to persons and property resulting from or arising out of the operation or maintenance of its activities. Further, the Applicant shall secure and maintain in force and effect during all times when such business or commercial activity is being conducted insurance covering injury to persons and property in such amounts as shall be specified by the Airport Authority.

**REVOCATION:** The Airport Authority retains the right to terminate rights granted in accordance with these Minimum Standards in their entirety upon the failure of any owner of a based aircraft to comply with the conditions of any permit, and may remove the offending party from the Airport, and upon notice of at least ten days, may bar such person from the use of the Airport and its facilities in accordance with the provisions of Local Law #1 of 1976, or any revision thereof.