

Richmond Executive –
Chesterfield County
Airport (FCI)

Chesterfield (Richmond), Virginia

AIRPORT
RULES AND REGULATIONS

Approved by the Chesterfield County Board of Supervisors December 15, 2021



Airport Vision Statement

"Our vision is to provide a safe, well-maintained airport which values and encourages a variety of aeronautical activity and cultivates an environment where individuals desire to work, visit, recreate and conduct business, while simultaneously fostering the economic and recreational value that Richmond Executive Airport provides to Chesterfield County."

Document Governance

This document may be reviewed and updated at any time, as determined by the County, but shall be reviewed for potential updates at least every five (5) years. The County Administrator is authorized to approve minor updates (e.g., language to ensure compliance with federal regulations) with substantive changes (e.g., the addition or deletion of requirements for FBOs and/or SASOs) requiring Board of Supervisors approval.

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CHAPTER I

GENERAL PROVISIONS

Section 1 Purpose

These Airport Rules and Regulations, hereinafter referred to as "Rules and Regulations," are adopted to maintain the economic viability of the Airport and to establish administrative and operational safety rules and regulations for managing the use of the Richmond Executive - Chesterfield County Airport (FCI). The planned, controlled and professionally engineered growth of the Airport, through FAA and DOAV grants and local funding, promotes economic development and industry in Chesterfield County. Supplementary economic development and growth will result in additional employment opportunities and provide a superior Airport facility for the aviation community. These rules will help enable the Airport to fulfill its role as a reliever to Richmond International Airport (RIC) in the Virginia Air Transportation System Plan. These Rules and Regulations apply to everyone operating on or using the Airport for any purpose. However, it is not the intent of these Rules and Regulations to make provisions that are contrary to Federal, State and County laws or regulations regarding Airport Sponsor obligations or Airport operations.

Section 2 Definitions

The following acronyms, words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- a. "Aeronautical Activities" means 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. Aeronautical Activities include but are not limited to: air taxi and charter operations, parachute and ultra-light aircraft activities, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, skydiving, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not "Aeronautical Activities" include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering and auto parking lots.
- b. "AGL" means an altitude expressed in feet measured above ground level.

- c. "Aircraft Owner" is a person or entity with an ownership interest in an aircraft.
- d. "AIM" means Aeronautical Information Manual which is a publication containing basic flight information and air traffic control procedures designed primarily for a pilot's instructional manual in the National Airspace System of the United States.
- e. "Airport Sponsor" means a public agency or tax-supported organization such as an airport authority or local government that is authorized to own and operate the airport, to obtain property interests, to obtain funds and to be able to meet all applicable requirements of current laws and regulations both legally and financially. Chesterfield County is the sponsor for Chesterfield County Airport.
- f. "Airport" means the Richmond Executive - Chesterfield County Airport (FCI) and all the property, buildings, facilities and improvements within the property boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereafter be extended, enlarged or modified. It includes any appurtenant areas used, or intended to be used, for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. It also includes any heliport.
- g. "Airport Manager" means the designated person hired by the County to manage the Airport, or his/her designee.
- h. "Airport Operation Area" (AOA) means the area of the airport used or intended to be used for landing, take off or surface maneuvering of aircraft, including the associated hangars and navigational and communication facilities.
- i. "Airside" means that part of the airport directly involved in the arrival and departure of aircraft on areas intended for aircraft movement. It includes FCI's runways, taxiways, the apron and ramp areas.
- j. "Airworthy Aircraft" means an aircraft that can fly legally without the requirement of an FAA issued ferry permit.
- k. "A&P" means Airframe and Power Plant Mechanic.

- l. “ARFF” means Aircraft Rescue and Fire Fighting.
- m. “Based Aircraft” is an aircraft permanently stationed at an airport by agreement between the aircraft owner and the Airport management for at least ninety (90) days.
- n. “Bona-fide Full Time Employee” means a person who is on the payroll of the Aircraft Owner who must comply with all applicable labor laws including such things as Workers Compensation if required, Social Security, etc., for that employee. For the purposes of these Rules and Regulations he/she must be a direct employee (not an independent contractor) of the Lessee, who is required to be an FAA certified mechanic holding a commercial operating certificate or is an approved technical specialist and who has an established record of employment, as a full time employee, with a primary position (75% or more of time paid) as an aircraft mechanic. Establishment of employment on the normal payroll of the Lessee/Employer for the specific function of aircraft maintenance or repair will require the Aircraft Owner to provide a Department of the Treasury, Internal Revenue Service Wage and Tax Statement (Form W-2 Copy D), or for a new employee a Federal Insurance Contribution Act Employers Quarterly Payroll Tax Return Form 941, a copy of the Internal Revenue Service Employees Withholding Allowance Certificate Form W-4 and a copy of the Lessee’s financial record (employee pay slip or stub) showing the hours the employee worked or any additional documentation as required by the County. Said employee cannot be a shared employee between multiple Aircraft Owners.
- o. “Commercial Purposes” means for public hire and compensation.
- p. “County” means the County of Chesterfield, Virginia, and its Board of Supervisors, designated officials, officers, employees or representatives.
- q. “Engine Run-up” means a pre-takeoff check of the performance of the engine(s) at greater than idle thrust, as well as other aircraft systems, as recommended by the manufacturer. Further, aircraft engines are “run-up” for other purposes of maintenance activities.
- r. “DOAV” means the Virginia Department of Aviation.

- s. "FAA" means the Federal Aviation Administration.
- t. "FMV" means Fair Market Value, the highest price estimated in terms of money that a property will bring if exposed for sale, rental or lease in the open market.
- u. "FAR" means Federal Aviation Regulations. (These are found in Title 14 Code of Federal Regulations (CFR).
- v. "FBO" means any Fixed Based Operator(s) duly licensed and authorized by written agreement with the County to operate at the Airport, providing contractual aviation services to the Airport Sponsor under strict compliance with such agreement and pursuant to these Rules and Regulations.
- w. "Flying Club" means an organization established for the personal transportation of its members, and to promote flying for pleasure, and to develop skills in aeronautics, including pilot age, navigation, and awareness and appreciation of aviation requirements and techniques.
- x. "Full Service FBO" means a Fixed Base Operator who provides retail aviation fuel and oil sales and aircraft maintenance as duly licensed and authorized by written agreement with the County to operate at the Airport under strict compliance with such agreement and pursuant to these Rules and Regulations.
- y. "FSDO" means Flight Standards District Office.
- z. "GA" means General Aviation.
- aa. "Hazardous Materials" means any chemical, substance, object, condition, material, waste or controlled substance which is, or may be, hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosiveness, explosiveness, flammability, reactivity, toxicity, infectiousness or other harmful or potentially harmful properties or effects, which is regulated in any manner by any Federal, State or Local government agency or entity, or under any Federal, State or Local law, regulation, ordinance, rule, policy or procedure due to such properties or effects.
- bb. "Heavy Twin" means a multi-engine aircraft with a gross weight exceeding 12,500 pounds.

- cc. "Independent Operator" is a commercial operator offering a single aeronautical service but without an established place of business on the Airport. Independent Operators are allowed on the Airport by permit only.
- dd. "IFR" means Instrument Flight Rules which govern the procedures for conducting instrument flight.
- ee. "Individual Users" includes individual Pilots, Aircraft Owners, Tie-down and T-Hangar renters, transient users and other individual users of the Airport.
- ff. "Land side" means all buildings and surfaces used by surface vehicular and pedestrian traffic on the Airport.
- gg. "Landlord" means Chesterfield County.
- hh. "Light Twin" means a multi-engine aircraft with a gross weight of less than 12,500 pounds.
- ii. "Local Operation" is any operation performed by an aircraft that operates in the local traffic pattern or within sight of the tower or Airport, or is known to be departing for, or arriving from, flight training in local airspace areas located within a twenty (20) mile radius of the control tower or Airport.
- jj. "Long Term Lease" is a lease with a term of five (5) years or more.
- kk. "MSL" means an altitude expressed in feet measured from Mean Sea Level.
- ll. "Minimum Standards" means the standards which are established by the County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
- mm. "NFPA" means the National Fire Protection Association.

- nn. “NTSB” means National Transportation Safety Board.
- oo. “NOTAM” means a "Notice to Airmen" published by the FAA or other authorized authority.
- pp. “Person” means any person traveling on foot or utilizing any other mode of transportation, other than a registered aircraft.
- qq. “Proprietary Exclusive Right Aeronautical Activity” means an activity, as prescribed by FAA Advisory Circular 150/5190-6 (Exclusive Rights at Federally Obligated Airports Current Series), in which the County may engage while denying others the right to engage in the same activity.
- rr. “Public Airport” is an airport used, or intended to be used, for purposes that are under the control of a public agency and that is used, or intended to be used, for the landing, taking off or surface maneuvering of aircraft used for public purposes. FCI is a Public Airport.
- ss. “Scheduled Maintenance” consists of all the individual maintenance tasks performed according to schedule as required by the aircraft maintenance manual and/or by regulation.
- tt. “Self-fueling” is the fueling of an aircraft by the Aircraft Owner or the Owner’s employee. Self-fueling means using fuel obtained by the Aircraft Owner from the source of his/her preference.
- uu. “Self-service” includes activities such as adjusting, repairing, cleaning and otherwise providing service to an aircraft, provided the service is performed by the Aircraft Owner or his/her employees with resources supplied by the Aircraft Owner.
- vv. “Shall” - The word "**shall**" is always mandatory.
- ww. “SASO” or Specialized Aviation Service Operation or “Special Fixed Base Operator” is an aeronautical business that offers a single or limited service.
- xx. “Tenant” is a person or organization occupying space or property on the County Airport.

- yy. “T-Hangar” is a type of enclosed structure that when viewed from above (in plan view) resembles the letter “T.” Usually constructed in groups to take advantage of common walls, they provide protective storage for many aircraft in one common area.
- zz. “UNICOM” means a nongovernmental communication facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.
- aaa. “Unscheduled Maintenance” is maintenance performed on an aircraft that was not planned and arose as a result of problems discovered in the course of normal operations.
- bbb. “VFR” means Visual Flight Rules.
- ccc. “VSFPC” means Virginia State Fire Protection Codes.
- ddd. “WADO” means the FAA Washington Airports District Office. These offices are outlying units or extensions of the FAA’s Office or airports and are usually collocated with regional offices. FCI falls within the jurisdiction of WADO.

Section 3 Airport Manager

The Airport Manager is the County’s representative at the Airport and is authorized to take all actions necessary to regulate, benefit and protect the public who use the Airport, to regulate aircraft and vehicular traffic at the Airport and to oversee all Airport operations consistent with these Rules and Regulations under the authority of the County Board of Supervisors, or the County Administrator/designee, and the laws of the Commonwealth of Virginia.

Section 4 Rules and Regulations

- a. All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport and all business and other activities at the Airport shall be conducted in conformity with these Rules and Regulations, and all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the FAA, the Commonwealth of Virginia, County of Chesterfield, the NFPA, VSFPC and any other regulatory entity, which are made a part of these Rules and Regulations by this reference.
- b. In the event of any conflict between these Rules and Regulations and any statute, ordinance, law, rule, regulation, order or ruling of any governmental entity cited in this section and exercising

the same or similar jurisdiction, the latter shall prevail.

Section 5 Reporting Requirements

- a. In the event of an aircraft accident, the Pilot-in-Command shall immediately notify the Airport Manager, or in his absence or incapacitation, the Full Service FBO or his representative, that an accident has occurred. Subject to governmental investigations or inspections of the wrecked or damaged aircraft, the Pilot-in-Command, the owner, or the owner's agent, shall take immediate action to move the aircraft from any and all aircraft movement areas to a place designated by the Airport Manager. If the aircraft is not moved for any reason, the Airport Manager or his representative shall cause the removal of such aircraft at the sole expense of the Aircraft Owner.
- b. In order to promote and maintain safety at the Airport, any Pilot-in-Command, pilot or FBO is required to immediately report to the Airport Manager or FBO any bodily injury requiring medical attention, or any damage to property at the Airport, or any other accident, incident, occurrence or unsafe practice relating to any aircraft which any one of the above owns, leases, flies, or any Aeronautical Activity in which any are involved. A report form is attached as **APPENDIX "D."** If the accident or incident report is required under NTSB, Part 830, a copy of that information may be submitted to the Airport Manager in lieu of the form in **APPENDIX "D."**
- c. The following are examples of accidents, incidents, unsafe practices or occurrences that shall be reported to the Airport Manager utilizing **APPENDIX "D"**:
 - (1) Aircraft landing off the runway without prior permission of the Airport Manager.
 - (2) Aircraft breaking runway or taxiway lights.
- d. The report shall include the following information:
 - (1) Location, date and time of incident and the identity of each person and aircraft involved;
 - (2) Nature of any injuries suffered by any person as a result of the incident and the name and address of any person injured;

- (3) Nature and extent of any property damage occurring as a result of the incident and the name and address of the owner of the damaged property; and
- (4) A narrative explaining why the incident occurred.

Section 6 Special Events

No special event, including but not limited to air shows, air races, fly-ins, static displays or other events requiring the general use of the Airport, other than normal or routine airport traffic, shall be held unless formal written approval for the event has been granted by the Airport Manager. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the County may require in its sole discretion. The Airport Manager will act on each special event request based on its merit and in consideration of safety, security, potential liability, impacts to the facility and the County's ability to support the special event. In doing so, the Airport Manager will coordinate closely with the County's Risk Management Department, Communications and Media Department and airport operators who may be involved in supporting the special event. Upon request, the FBO will be included as "additionally insured" by the event's sponsor when insurance is required. At least sixty (60) days' notice is desired for any such event to allow airport staff adequate time to address any concerns. If less time is given to staff, the event could be delayed or denied.

Section 7 Public Use

The Airport shall be open for public use twenty-four (24) hours per day, three hundred sixty-five (365) days per year, subject to restrictions due to weather, the conditions of the Airport Operations Area and special events and like clauses, as may be determined by the County. The Airport is provided by the County for the use, benefit and enjoyment of the public in general.

Section 8 Revenue Producing Commercial Activity

No person or business shall utilize the Airport or any portion thereof for revenue producing commercial activities or to solicit business or funds for any commercial activity except as permitted under the terms of a lease specifically authorizing the activity, or if such activity does not require a lease, by written permission of the Airport Manager. Managing and/or basing operations and services out of the Airport must have Airport Manager's approval. Failure to fully comply with Chesterfield County's Minimum Standards for FBO's Providing Aeronautical Services, as adopted by the Board of Supervisors, shall be the basis for disallowing or revocation of any right to utilize the Airport.

Section 9 Common-Use Areas

Common-use areas include all runways for landing and takeoff, taxiways, taxi lanes, ramps, Airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication and any

other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft. All parallel and connector taxiways shall be common-use areas. All apron/ramp taxiways through leased areas shall be considered common-use areas available for use, in common, by all persons flying or operating aircraft on the Airport and shall be kept clear and available for aircraft traffic. T-Hangar taxi lanes are also considered common-use areas. No FBO, SASO or other person shall use any common-use areas for the parking or storing of aircraft, the repair, servicing or fueling of aircraft, or for any other purpose other than the flying and operation of aircraft without the prior consent of the Airport Manager. Full Service FBO's are permitted to fuel aircraft in the T-Hangar taxi lanes. Common-use area designations may be changed by the County at any time.

Section 10 Advertising and Signs

No signs or other advertising shall be placed or constructed upon the Airport, or any building, structure or improvement thereon, without having first obtained written approval from the County, which may require zoning approval. The County may refuse permission for such signs if it determines that such signs are undesirable, do not meet County sign standards, unnecessary or may create a safety hazard.

Section 11 Acceptance of Rules by Use

The execution of a lease and/or use of the Airport shall constitute an acceptance by the user of these Rules and Regulations and shall create an obligation on the part of the user to obey these Rules and Regulations.

Section 12 Rules and Regulations Made Available

All persons permitted to do business on the Airport and all tenants at the Airport shall keep a current copy of these Rules and Regulations in their office, place of business or lease hold, and shall make the copy available upon request. (Readily accessible electronic copies are permitted).

Section 13 Pedestrians

All pedestrians at the Airport shall remain behind the fenced operations areas unless arriving or departing in an aircraft, or unless escorted by a County Airport employee, an FBO employee, a flight crew member or authorized representative. Any pedestrian wishing to enter the area within the runway and/or Alpha taxiway safety area must complete an Acknowledgment of Risk and Liability Agreement for the runway & Alpha taxiway safety area form (**APPENDIX "C"**) approved by the County Attorney.

Section 14 Scheduled Maintenance

An Aircraft Owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance on his/her aircraft at the Airport unless said company or contractor is recognized by

the County as an on-airport FBO as defined in these Rules and Regulations and the Airport Minimum Standards.

CHAPTER II

T-HANGAR LEASING AND USE

Section 1 General

- a. This chapter of the Airport Rules and Regulations applies to all T-Hangars owned and offered for lease by the County of Chesterfield. A copy of the Airport Rules and Regulations can be found on the Airport Website.
- b. The Aircraft Owner/T-Hangar Lessee covenants and agrees that he/she will protect the rights, safety and property of other owners/lessees, operators and tenants by a strict adherence to these Airport Rules and Regulations. Aircraft Owner/T-Hangar Lessee further agrees to abide by all rules and regulations of the Federal Aviation Administration, Commonwealth of Virginia and the County of Chesterfield. Violation of any of the Airport Rules and Regulations shall constitute a violation of the Lease Agreement, and upon proof thereof being submitted to the Airport Manager by any person, shall be considered a default under the Aircraft Owner's Lease Agreement.
- c. Chesterfield County as Airport Sponsor and T-Hangar Landlord, acting through the Airport Manager, reserves the right to amend these Airport Rules and Regulations as the County deems necessary, in use of due and reasonable discretion, and in the interest of safety. The lease and use of a T-Hangar shall constitute an acceptance of the Rules and shall create an obligation on the part of the Lessee to abide by these Rules.
- d. It is the intent of the County of Chesterfield that those Aircraft Owners leasing a T-Hangar at the Airport will use the T-Hangar for aeronautical activities only. With the exception of certain permitted special maintenance uses, T-Hangars are primarily for storage of the Lessee's airworthy aircraft (see definitions); and to that end, the specific provisions in Section 2 of this chapter further define the appropriate use of Chesterfield County Airport T-Hangars.

Section 2 Specific Provisions

- a. T-Hangar Lease: Prior to occupancy of a T-Hangar, an Aircraft

Owner must have signed and been issued a T-Hangar Lease by the Airport Manager/designee. Unless aircraft maintenance is specifically allowed under one of the Special Uses identified in Section 6 of this chapter or for Unscheduled Maintenance listed in Chapter III, Section 1, the T-Hangar Lease is an agreement that allows for aircraft storage and owner preventative maintenance performed by the Aircraft Owner. [Preventative maintenance shall include any activities covered under Part 43.3 Appendix A(c) of the Federal Aviation Regulations, as amended from time to time.]

- b. A T-Hangar Lease may be offered to an Aircraft Owner only. An ownership interest in an aircraft must be demonstrated by providing one of the following documents to the Airport Manager:
 - (1) A current copy of the FAA Certificate of Aircraft Registration listing the person or entity as the registered owner of the aircraft.
 - (2) A valid Aircraft Lease naming the person or entity as the Aircraft Lessee.
 - (3) Documentation demonstrating that the person or entity has an equitable ownership interest in the aircraft sufficient to give that person or entity possession and control of the aircraft. Aircraft Owner status must be demonstrated to the satisfaction of the Airport Manager prior to execution of a T-Hangar Lease or substitution of a different aircraft. Failure to submit satisfactory documentation to demonstrate aircraft ownership as defined herein shall, in the sole discretion of the Airport Manager, result in either non-issuance of a lease or termination of an existing lease upon written notice.

- c. **Identification of the Aircraft Owner:** An Aircraft Owner may be offered a T-Hangar Lease if he/she is a natural person or a corporation, LLC or partnership. If a prospective lessee is other than a natural person, prior to execution of a lease, the prospective Aircraft Owner, hereafter also referred to as “T-Hangar Lessee” or “Lessee” as appropriate, must provide the Airport Manager with a current copy of the prospective T-Hanger Lessee’s articles of incorporation, bylaws, partnership agreement or other equivalent documentation identifying, to the

satisfaction of the Airport Manager, the Aircraft Owner's individual participants. In the event a change to the ownership structure occurs during the term of a T-Hangar Lease, no later than ten (10) days after such change, the lessee shall notify the Airport Manager of any change in the status of the Aircraft Owner.

- d. Aircraft Airworthiness: The aircraft designated as the Owner's aircraft is the only aircraft that may be stored by the Owner in the T-Hangar. With the exception of Amateur Built Aircraft final assembly and maintenance or repairs allowed by permit that temporarily render an aircraft un-airworthy, the stored aircraft must be airworthy. To be considered airworthy, an Aircraft Owner/T-Hangar Lessee must produce current records documenting successful completion of a required annual airworthiness condition inspection conducted by an inspector certified by the FAA. The Airport Manager may, at any time, require an Aircraft Owner/T-Hangar Lessee to demonstrate that the stored aircraft is airworthy. An Aircraft Owner/T-Hangar Lessee must produce the required documentation within ten (10) days of the date that the Airport Manager requests such demonstration. Storage of an aircraft in a T-Hangar that does not comply with the airworthy standard, or the Lessee's failure to submit appropriate documentation when requested by the Airport Manager, may, in the sole discretion of the Airport Manager, result in termination of the T-Hangar Lease. Aircraft that are not airworthy shall be removed from the T-Hangar as provided in these Rules and Regulations and the Lease terminated.

Section 3 Allocation, Extension and Relocation

- a. Allocation: T-Hangars will be allocated according to the T-Hangar Wait List Policy. Separate lists will be established for each size hangar and for those "End T-Hangars" with more available space. An Aircraft Owner may select any available T-Hangar for use in accordance with the T-Hangar Wait List Policy (available in the Airport Management Office) and these Rules and Regulations. The T-Hangar Wait List Policy shall govern reassignment, if necessary, of T-Hangars to accommodate Aircraft Owners with disabilities or special needs.
- b. Extension: If a T-Hangar Lessee no longer owns an airplane, such entity may be permitted to continue to rent the space for no longer than thirty (30) days for the purpose of transitioning out of the hangar, without owning an airplane, by still complying

with the other requirements of the Lease Agreement. Such a request must be received in writing by the Airport Manager within ten (10) days from the date that Lessee no longer owns the airplane registered under the T-Hangar Lease Agreement. The Airport Manager, in his discretion, may approve a request for a further extension beyond thirty (30) days, solely for the purpose of taking possession of another airplane. However, such a request must be in writing, accompanied by documentation demonstrating pending arrival of new aircraft, and must be received by the Airport Manager before the end of original thirty (30) day extension period. A violation of this section constitutes an immediate default of the Lease Agreement.

- c. Relocation: For the purpose of efficient use of available hangars, the Landlord shall have the right to relocate a Lessee's aircraft at the Landlord's expense to other locations in the T-Hangar Complex. The Landlord shall give the Lessee at least thirty (30) days' notice for such relocation unless both parties agree to a shorter term. Relocations shall be by written addendum to the existing T-Hanger Lease. If a new T-Hangar location cannot be agreed upon, the Landlord, represented by the Airport Manager, shall have the right to terminate the lease with thirty (30) days' notice.
- d. Only aircraft which will not fit in a regular T-Hangar Unit will be allowed to be housed in the Bravo Hangar Units, unless otherwise approved by the Airport Manager. Exceptions shall only be granted if conditions exist where safety is compromised and/or there is potential for damage to aircraft and/or structures.

Section 4 Use Requirements

- a. Fire Safety: Lessees shall, at all times, comply with applicable provisions of the Uniform Fire Code and applicable standards of the National Fire Protection Association (NFPA) and the Virginia State Fire Prevention Code (VSFPC); including, but not limited to, the following:
 - (1) Equip and maintain T-Hangars with metal drip pans under the engines of all aircraft stored or parked in the T-Hangar.
 - (2) Combustible materials stored in the T-Hangar shall be stored in approved locations and containers only.
 - (3) Equip and maintain T-Hangars with metal, metal-lined

or other approved containers equipped with tight-fitting covers for oily rags and similar materials as required by Virginia State Fire Prevention Code (VSFPC).

- (4) Persons who intend to use flammable liquids on the Airport and/or fuel their own aircraft shall do so in accordance with the requirements of the National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing, and FAA Advisory Circular 150/5230-4 (Current Series). The following shall apply except where applicable codes differ, in which case the latter shall prevail:
- (i) Floor shall be kept clean and free of oil. The use of flammable solvents for cleaning floors is prohibited.
 - (ii) No person shall use flammable liquids in the cleaning of aircraft, aircraft engines, propellers, appliances or for any other purpose. No rags soiled with flammable substances shall be kept or stored in any T-Hangar on the Airport, other than oily waste rags in an approved, listed oily waste safety can - metal receptacle with a self-closing cover.
 - (iii) All flammable liquids, flammable and liquid compounds or mixtures shall be conspicuously marked or labeled in legible type, which is in contrast by typography, layout or color with any other printed matter on the label.
 - (iv) Combustible materials or other hazardous materials (as the label's intended use or MSDS sheet) shall not be stored in an aircraft T-Hangar except in approved location and in approved, listed safety cans. The maximum number of gallons of Class I flammable liquids that are allowed in a safety can is two (2) gallons, not including fuel and oil stored in the aircraft's fuel tank and engine. The maximum allowable amount stored in

containers and portable tanks is two (2) gallons.

- (v) Containers, tanks, equipment and apparatus used or intended to be used for the storage, handling or use of flammable or combustible liquids shall be of an approved listed type in accordance with NFPA 30.
 - (vi) Lessee agrees not to store any flammables, except fuel stored in the aircraft, unless stored in a steel cabinet with self-closing doors designed exclusively for the storage of flammables, meeting the requirements of Chapter 4 of NFPA 30 for the storage of flammables and approved by the Landlord.
- (5) Dispensing device for flammable or combustible liquids shall be of an approved listed type. Such an approved type shall be a safety can as defined above and shall only be dispensed outside the hangar.
 - (6) No flammable or combustible liquid shall be dispensed into or removed from the fuel system of an airplane within any T-Hangar (no refueling/de-fueling operations).
 - (7) A person shall not use any heating, lighting or cooking appliance which uses Class I flammable liquids unless it is located in areas designated by the Airport Manager.
 - (8) An open flame, flame-producing device or other source of ignition shall not be permitted in any T-Hangar, except in approved locations outlined in NFPA 409, and includes space heaters of any type.
 - (9) Use of extension cords inside the T-Hangar shall strictly comply with all applicable fire and electrical code requirements (VSFPC).
 - (10) A person shall not smoke or produce an open flame within fifty (50) feet of any point where fuel is being transferred (NFPA 407). Electrical, motor-driven devices shall not be connected to or disconnected from

any aircraft at any time fueling operations are in progress on such aircraft (NFPA 407).

- (11) As with all County facilities, smoking is not permitted in aircraft T-Hangars in accordance with VSFPC. Smoking or carrying of a lighted pipe, cigar, cigarette or any smoking paraphernalia shall be prohibited on servicing ramps located within fifty (50) feet of any aircraft fueling operation or fueling equipment or parked aircraft (NFPA 407).
 - (12) The engines of aircraft shall not be run in any aircraft T-Hangar.
- b. Snow Removal: T-Hangar Lessees and Owners are responsible for snow removal up to five (5) feet from the T-Hangar door. (Landlord snow removal in the T-Hangar complex and in the vicinity of individual T-Hangars shall be accomplished only after the runway, taxiways and the apron have been cleared in accordance with the facility snow removal plan.) Landlord makes no guarantees of timelines for snow removal and may choose to close the facility due to inclement weather in its sole discretion.
- c. Spills and Storm Water Pollution Prevention and Reporting are required as follows:
- (1) Lessee shall immediately clean up spills inside and around the T-Hangar. A spill clean-up kit consisting of absorbent material, a waste container marked for disposal of oil solids, used oil and solvents is located at the Small Disposal Site in the T-Hangar Complex at a location designated by the Airport Manager and will be utilized for both spill clean-up and disposal of waste material.
 - (2) Fuel spills that are hazardous to persons or property, continuous in nature, and/or in excess of five (5) gallons, and/or are over ten (10) feet in any dimension, shall be reported to the EMERGENCY COMMUNICATIONS CENTER VIA 911 IMMEDIATELY and then to the Airport Manager or his designated representative.

- (3) Lessee shall dispose of all waste oil, used solvents and absorbent materials at the Small Disposal Site adjacent to the Airport Maintenance Facility, designated for such purposes in drums provided for waste oil and solvents. Discharge or cause to discharge of any material into an airport storm drain system or watercourse or on any airport surface, or disposal of oil in drains, garbage cans, on the ground or in any unapproved container are against environmental regulations and shall result in the immediate termination of the Lease and other potential administrative and financial penalties.
- (4) Storage of Hazardous Materials, except those specifically permitted by these T-Hangar Rules and Regulations, is prohibited (see definitions).

Section 5 Prohibited Storage and Uses

a. Storage of items and materials:

- (1) T-Hangars are for storage of Airworthy Aircraft. With the exception of permitted maintenance, allowed under one of the Special Uses identified in Section 6 of this Chapter, or for Unscheduled Maintenance listed in Chapter III, Section 1, they are not to be used as workshops, storage areas, painting areas, repair shops, maintenance shops for other commercial or personal activities or any other non-aeronautical use in the sole determination of the Airport Manager. However, Lessee may store parts and accessories for only the Lessee's Aircraft.
- (2) Only the Lessee's Aircraft identified by Lease Agreement will be allowed to be stored in the Lessee's assigned T-Hangar. Temporary storage of Aircraft other than the Lessee's Aircraft may be authorized only on a case-by-case basis by written request and written approval of the Airport Manager. Exceptions shall not exceed one hundred eighty (180) days and shall only be granted when Lessee can fully document ownership interest in an aircraft.
- (3) Compressed **flammable** gas cylinders may not be stored in the T-Hangars. Other stored gas cylinders must be secured from rolling.

- (4) Storage of items not directly related to the allowable maintenance and operation of the Lessee's Aircraft.
- (5) Signs, emblems or advertising shall not be placed or erected on the T-Hangar.
- (6) Parking or storage of vehicles, motor homes, campers, trailers, boats or other items of personal property in or around the T-Hangar except vehicles permitted to park as described in Chapter V of these T-Hangar Rules and Regulations.
- (7) Installation or use of any appliances or equipment such as refrigerators, space heaters or air conditioners without written approval.

b. Activities in and around the T-Hangar:

- (1) Aircraft repairs, assembly, alterations, overhauls and maintenance, except as otherwise allowed under one of the Special Uses identified in Section 6 of this Chapter or for Unscheduled Maintenance listed in Chapter III, Section 1, is prohibited.
- (2) No airplane or vehicle of any type shall be parked on the T-Hangar apron overnight or at any time in a way that constitutes a hazard or obstruction to taxiing airplanes.
- (3) An Aircraft Owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance on their aircraft at the Airport unless said company or contractor is recognized by the County as an authorized maintenance FBO or has obtained a permit under Chapter III, Unscheduled Aircraft Maintenance.
- (4) No person shall allow a person who is not an employee onto the Airport to perform maintenance on his/her owned or operated aircraft without prior written permission from the Airport Manager.
- (5) Hazardous activities such as, but not limited to, welding, painting, priming, doping, gluing, fiber

glassing, media blasting, open flame cutting, open fuel lines or the application of hazardous substances are expressly prohibited anywhere in the T-Hangars.

- (6) Lessee shall be responsible for the conduct and actions of any of Lessee's visitors to the T-Hangars and will not permit such visitors to solicit business from other Lessees at the Airport.
- (7) Rent, lease, sublet, transfer or assignment of the Aircraft Owner/Lessee's T-Hangar, or any portion thereof, is prohibited.
- (8) Use of the T-Hangar for any commercial or personal purpose defined as service for compensation of any kind without prior permission from the Airport Manager is prohibited.
- (9) Aircraft and equipment washing in or around the T-Hangar is prohibited. (All based aircraft shall utilize public aircraft wash rack facilities in accordance with applicable rules. **APPENDIX "A"**)
- (10) Sleeping in the T-Hangars is prohibited. T-Hangars, including those modified to include offices, are not to be used as sleeping quarters.
- (11) No person, including Aircraft Owners, shall enter any part of the Airport, including the T-Hangar Complex and individual T-Hangars, with a domestic animal unless such animal is restrained by a leash or is confined in such a manner as to be completely under control. At no time shall animals be left unattended.
- (12) Vehicular maintenance, including, but not limited to, wash, wax, clean or repair vehicles in or around the T-Hangar is prohibited.
- (13) No person shall impede parking, ingress or egress for aircraft, vehicles or pedestrians using the Airport or other T-Hangars.
- (14) No person shall modify existing T-Hangar electrical wiring or install additional outlets or fixtures without prior approval of the Airport Manager and must follow

all procedures for the modification of the T-Hangars.

- (15) No person shall paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the T-Hangar, including roof, doors, walls, ceiling and floors, without prior approval of the Airport Manager and must follow all procedures for the modifications of the T-Hangars.
- (16) Lessee shall not provide issued access cards and/or keys to anyone for the purposes of them entering the facility.

c. Alterations, Improvements and Maintenance of T-Hangars:

- (1) Lessee shall be responsible for any building or electrical permits required for intended alterations, additions or modifications. All alterations, additions and modifications made to the T-Hangar without the consent of the Airport Manager shall be immediately removed at the sole cost of the Lessee. Approved alterations, additions or modifications shall be recorded in the T-Hangar Lease Agreement. Upon the expiration or termination of the T-Hangar Lease, the Airport Manager, at his or her sole discretion, shall determine whether the alterations, additions or improvements made to the T-Hangar shall be removed. In instances where removal is not required by the Airport Manager, the Lessee shall surrender ownership and leave the alteration, addition or modification in place. If the modification is required to be removed, the Lessee shall repair any damage to the T-Hangar, at his or her sole cost and expense.
- (2) Furniture, freestanding storage bins and/or shelving and workbenches in a T-Hangar are acceptable if kept in the T-Hangar for the quiet, personal enjoyment of the Lessee and his/her guests. However, if any piece of furniture draws rodent and/or bug infestation into the hangar or surrounding area(s), Lessee shall be so informed and Lessee shall, within three (3) days of notice, remove any and all effected furniture, and have the hangar fumigated by a licensed, bonded and insured pest control contractor to the Airport Manager's satisfaction.

- (3) Lessee may install at his/her own expense within the premises a power winch or hand operated winch, and/or one (1) motorized towing vehicle built specifically for the towing of an airplane, to assist with maneuvering and the hangaring of the airplane. However, any winch, powered or otherwise, may only be attached to the T-Hangar floor and will not be attached in any way to the T-Hangar structure. A request must be made by Lessee for the installation and attachment of any towing device, powered or otherwise, to the T-Hangar floor in writing to the Airport Manager prior to the installation of any such device. If powered, work shall be performed by a licensed, bonded and insured contractor. Upon request of the Landlord, Lessee shall remove the device and the T-Hangar returned to its original condition at the termination of the Lease at Lessee's expense.
- (4) Lessee shall maintain electrical loads within the designed capacity of the electrical system. Any increase in the electrical load that will exceed the system's capacity shall require the prior written consent of the Airport Manager. Any items that remain plugged in must be connected to a GFI (Ground Fault Interrupter) outlet or a "fused" multi plug adapter.
- (5) Extension cords (flexible cords) shall not be used as a substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to structures; extended through walls, ceilings, floors, under doors or floor coverings; nor be subject to environmental damage or physical impact (VSFPC – Section 605.5).
- (6) Lessee shall at all times keep the T-Hangar free and clear of all litter, garbage, debris and refuse and in an orderly condition. Accumulation of rubbish, trash, rags, cans, grease, food items, gasoline and other combustible material in or about the T-Hangars is prohibited. Floor shall be kept clean and free of oil. The use of volatile or flammable solvents for cleaning floors is prohibited. Drip pans shall be placed under engines and kept clean. Lessee shall keep the T-Hangar clean at all times, and it shall be subject to inspection at any time by the Airport Manager, or his/her

designated representative, and if found to be a fire or accident hazard, Lessee shall be so informed and shall, within ten (10) days of notice, clean the T-Hangar to the Airport Manager's satisfaction.

Section 6 T-Hangar Special Uses

- a. T-Hangars are to be used for the purpose of storage of an Aircraft Owner's Airworthy Aircraft and the Owner's preventative aircraft maintenance [minor tasks such as changing oil as set forth in FAR Part 43.3 Appendix A(c)]. The following special uses by permit are allowed in T-Hangar Buildings "E" and "F" and in other T-Hangar Buildings as they are constructed with special fire walls, are approved by the County Fire Marshall and permitted for such use by County Building Inspection: (1) Final assembly of Amateur Built Aircraft; (2) Aircraft maintenance where the owner is a certified mechanic or in the case of Experimental Aircraft, where the builder/owner is authorized to perform any aircraft maintenance that is not prohibited by the FAR's; (3) Unscheduled (specialized, courtesy or warrantee) maintenance; and (4) Aircraft maintenance performed by a Bona-Fide Employee of the Aircraft Owner.
- b. Lessees desiring to utilize the T-Hangar for special uses may apply to the Airport Manager, who will not unreasonably withhold such a permit, provided the Requirements and Prohibited Uses listed in Chapter II, Sections 5 and 6, are met and maintained:
 - (1) **Final assembly of Amateur Built Aircraft.** Owners of unassembled Amateur Built Aircraft may conduct final assembly of their aircraft projects in County T-Hangars on a limited basis as long as reasonable and verifiable progress is made to restore or complete a homebuilt aircraft. Fuselages, wing sections, engines, etc. do not qualify as an aircraft, and reasonable progress is defined as active and consistent work on assembling aircraft with the effect of bringing the aircraft to full flight status within one hundred eighty (180) days of occupying a T-Hangar. The Lessee/Aircraft Owner is responsible to provide evidence substantiating reasonable progress to the Airport Manager. Extensions of this time provision may be requested of the Airport Manager up to a maximum of one year from the original lease origination date, with explanation for cause. The Airport Manager shall

consider hangar demand when reviewing such a request. Restoration or final assembly of an aircraft as described herein is subject to inspection by the Airport Manager. Failure to make a good faith effort in meeting reasonable progress goals shall be unacceptable and grounds for termination of the Lease Agreement. It is not the intent under this Special Use Permit to allow indefinite storage of aircraft restoration or construction projects in County Airport T- Hangars.

- (2) Aircraft Owner/Certified Mechanic Self Maintenance: An Aircraft Owner/T-Hangar Lessee who is also a certified aircraft mechanic may make repairs and perform maintenance on his/her own aircraft, as allowed by the FAA, including inspection for those mechanics possessing inspection authority. Maintenance in the Aircraft Owner's leased T-Hangar is subject to the limitations contained in this chapter and any restrictions on such maintenance activities that may be promulgated in the future. The Lessee must provide proof of certification for any of the intended maintenance activities that will be performed in the leased T-Hangar. All such maintenance activities shall be for non-commercial purposes only. Any approved mechanic, operating within the allowances of this section, cannot enlist the assistance of other mechanic(s) in the performance of his or her work without first adding that mechanic to the permit.
 - (3) Aircraft Owner Maintenance performed by a Bona-fide Full Time Employee: Aircraft maintenance and repair by a Bona-fide Full Time Employee of an Aircraft Owner/T-Hangar Lessee may be permitted by the Airport Manager upon establishment of employment as a regular wage-earning agent of the Lessee. (See "Bona-fide Full Time Employee" in definitions.)
- c. A permit fee to cover the cost of additional insurance required for these special uses, or other costs as determined by the Airport Sponsor, shall be set at the time a permit is issued, based on County insurance and Risk Management costs and published along with the Airport's Rates and Charges (available at the Airport Management Office).
 - d. T-Hangar Lessees must equip and maintain T-Hangars

performing maintenance or repairs under the Special Use Permit as described in Chapter III of these Rules and Regulations, with a minimum (20 BC) portable fire extinguisher suitable for use on Type "B" and "C" fires. Fire extinguishers must be maintained in accordance with NFPA 10 as required by the Chesterfield Fire Prevention Code (VSFPC), mounted in a visible and accessible location in the T-Hangar and have affixed to them a current inspection certificate from an approved fire equipment company (NFPA 10).

- e. Any and all aircraft log books, or other records as may be needed to assure compliance with these Rules and Regulations, must be made available to the Airport Manager or his/her representative for inspection within twenty-four (24) hours of such a request. Additionally, such activities as allowed by this section can be inspected at any time by the Airport Manager or his/her representative.

Section 7 Termination and Surrender

- a. Upon termination of the Lease Agreement for any reason, the Aircraft Owner shall remove all personal property from the leased T-Hangar by no later than the end of the lease period. In the event the Aircraft Owner shall hold over and remain in possession of the T-Hangar after termination of the Lease Agreement, such holding over shall not be deemed as a renewal or extension of the Lease Agreement.
- b. Lessee shall surrender the T-Hangar with all parts and surfaces broom clean and free of debris and in good operating order, condition and repair, ordinary wear and tear excepted, at the expiration or termination of the Lease. Ordinary wear and tear shall not include any damage or deterioration that could have been prevented by good maintenance practice. Repairs and/or cleaning necessary to return the hangar to leasable condition may be billed to Lessee.

CHAPTER III

UNSCHEDULED AIRCRAFT MAINTENANCE

Section 1 Definition

"Unscheduled" (non-routine) maintenance is limited to the following:

- a. Warranted maintenance work that requires repair or additional

attention by the warranting company.

- b. A malfunction or other condition that prevents the aircraft from being flown to another airport for maintenance (maintenance limited to that required to bring an aircraft to flyable condition).
- c. Maintenance work that requires a specialty service that is not provided by an existing FBO operating on the Airport.

Section 2 Procedures

No person shall allow a person onto the Airport to perform unscheduled maintenance on his/her owned or operated aircraft unless the aircraft requires repairs or maintenance, as defined above, which will not be performed by an authorized Full Service FBO providing aircraft maintenance and/or repair services on the Airport unless a Special Use Permit is applied for and granted under. Unless otherwise permitted in the designated T-Hangars for aircraft maintenance, repairs to aircraft or engines may not occur on any part of the landing area, taxiways, ramps or fueling service areas.

Section 3 Permitting Requirements

- a. An Aircraft Owner/T-Hangar Lessee experiencing an aircraft component failure or requiring specialized repair assistance that will not be provided by the Full Service FBO at FCI may contract with a certified maintenance specialist not resident on the Airport; the purposes of which shall be the conduct of such repairs as are limited to restoring the Lessee's aircraft to flying condition and that the specialist registers with the Airport Manager and receives a permit for such repair work. The permit (available at the Airport Management Office) will be based on certification of proof of insurance required by the County's Risk Management Department and permittee presentation of an indemnification agreement and possession of a business or equivalent local license issued in the FBO's jurisdiction. The T-Hangar Lessee will be required to give the Airport Manager specific times when said work will be performed, prior to the work beginning.
- b. All aircraft maintenance shall be conducted strictly in accordance with these Rules and Regulations; all Federal, State and County Fire and Safety Regulations; all Federal, State and County Rules and Regulations; air-worthiness directives and other applicable Rules and Regulations.
- c. Equip and maintain T-Hangars performing maintenance or repairs as specified and described in Chapter II, Section 6 above.

CHAPTER IV

AIRCRAFT OPERATION AND AIRPORT TRAFFIC

Section 1 General

- a. Every person operating an aircraft shall comply with and operate such aircraft in conformity with procedures recommended in the AIM and these Rules and Regulations, and all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the FAA, DOAV and other appropriate governmental agencies. Each person operating an aircraft is responsible for the safety of his/her operation and the safety of others exposed to such operation.
- b. Due to the density of traffic at the Airport, all Specialized Commercial or Flight Services or recreational aeronautical activities not covered by the Airport's Minimum Standards, an existing FBO's or SASO's current operations or activities that are specifically described and allowed by these rules, shall be submitted to the Airport Manager in writing for approval prior to engaging in the aeronautical activity. The written request should thoroughly describe the activity, the operations and all provisions for ensuring the safety of such operations. The requested aeronautical activity shall not be conducted until properly coordinated and approved in writing by the Airport Manager and until all other prerequisites required under Federal and State regulation to conduct such activity have been satisfied.
- c. Hand propping, when necessary, may only be performed by a certified pilot or mechanic with sufficient chocking or tie downs in place to stabilize the aircraft. A pilot or mechanic must be in the cockpit and at the controls of the aircraft whenever an aircraft engine is operating. Propping is at the pilot's or mechanic's own risk.
- d. Under no circumstance shall any person, other than a certified pilot or mechanic, approach any aircraft, fixed or rotary wing, until all blades or propellers have come to a complete stop.
- e. Rotorcraft are not permitted to perform autorotation to a running or skidding landing on any ramp surface, except in an actual emergency.

- f. All pilots of aircraft having radio equipment permitting two-way communications should contact the Airport Unicom on 123.05 to obtain airport advisory information and announce their intentions when they are within ten (10) miles of the Airport. Pilots should also listen to the Automated Weather Observation System on 128.625. Pilots having radios permitting reception only should maintain a listening watch on the Unicom frequency at the Airport when they are within ten (10) miles of the Airport.
- g. The attached traffic pattern map (**APPENDIX "B"**) is made a part of these Rules and Regulations, and each person operating an aircraft should comply with these traffic patterns as the recommended procedure.
- h. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport.
- i. Aircraft shall not be operated carelessly or negligently or with disregard of the rights or safety of others.
- j. If the Airport Manager, or in his absence a designated Full Service FBO Manager with the concurrence of the Director of the Chesterfield County Department of General Services/designee, believes the conditions at the Airport are unsafe for takeoffs or landings, it shall be within his or her authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable time so the unsafe condition may be corrected.
- k. Every Aircraft Owner, operator or Lessee shall pay, when due, all charges owed to the County for services received on premises, or for equipment or goods leased or purchased. Failure to do so is considered a violation of these Rules and can be cause for termination of lease, license and/or permit.
- l. No aircraft engine shall be run up unless the aircraft is in such a position that the propeller or turbine engine blast clears all hangars, shops, other buildings, persons, other aircraft and automobiles or other vehicles, or the area and the flight path of landing aircraft.
- m. The Airport Manager will exercise the right to stop any operation on the Airport when safety is a concern and/or if any laws, regulations, procedures or directives are being violated.

Section 2 Taxiiing

- a. All aircraft shall be taxied at a reasonable, safe speed.
- b. Aircraft awaiting takeoff shall stop prior to the hold line for the runway in use and in a position so as to have a direct view of aircraft approaching for a landing and shall give full right-of-way to such approaching aircraft.
- c. No person shall taxi an aircraft until he/she has ascertained by visual inspection of the area that there will be no danger of collision with any person or object.
- d. Aircraft on the taxiway must stop before entering the runway and allow aircraft which are exiting the runway in use to clear the runway. Aircraft clearing the runway after landing have the right-of-way over aircraft on the taxiway preparing to enter the runway.
- e. Back taxiing on any runway shall be done only if it can be done safely and only when no other taxi route is available.
- f. The unnecessary taxiing of aircraft directly in front of the State Police Hangar is prohibited. State Police helicopters routinely respond to medical and police emergencies from their helicopter operating area. The primary operating area for Med-Flight is denoted by the hash marks painted on the ramp adjacent to the State Police Hangar.

Section 3 Traffic Rules

- a. All pre-takeoff checks should be completed prior to crossing the hold line for the active runway.
- b. All aircraft taking off shall proceed straight ahead to an altitude of at least five hundred (500) feet AGL, and after ascertaining there is no danger of collision with other aircraft shall then follow normal practice as outlined in (**APPENDIX "B"**) and the AIM.
- c. All aircraft intending to remain in the traffic pattern shall continue to climb to the traffic altitude of one thousand (1,000) feet AGL for singles and light twins, and one thousand five hundred (1,500) feet AGL for heavy multi-engine, turbine and turbojet aircraft following procedures as described in the AIM, and thereafter follow the pattern as set forth on the attached traffic pattern chart (**APPENDIX "B"**). Helicopters should maintain an altitude of five hundred (500) feet AGL and remain

clear of fixed wing traffic. Aircraft having flight characteristics which make the above procedure impractical should be flown at approach altitudes for that type of aircraft and shall conform to the pattern shown as nearly as possible.

- d. As a proactive attempt to reduce perceived noise impact north of the Airport, the County has instituted a voluntary preferred no wind use of Runway 15. This is a voluntary program left to the discretion of the pilot in command.
- e. All IFR approaches in VFR weather conditions shall be conducted in accordance with the applicable FAR's and recommended procedures in the AIM.

Section 4 Landings

- a. Aircraft entering the traffic pattern shall do so as described in the AIM.
- b. All aircraft shall turn off the runway as soon as reasonably possible after landing and taxi only on designated taxiways.

Section 5 Ultra-light Vehicles

- a. All Ultra-light Vehicles using the Airport, due to their operating characteristics, small radar and visual signature, shall be equipped with a radio capable of sending and receiving the Unicom frequency of 123.05.
- b. Before operating from the Airport, the Ultra-light Pilot shall be briefed on airport policy, traffic pattern procedures and population areas by a certified FAA flight instructor approved by the County. Ultra-light Vehicle operators shall maintain a minimum \$100,000 combined single limit insurance policy. Operators shall provide proof of insurance upon request of the Airport Manager.

Section 6 Aerial Advertising - Banner Towing

Any person wishing to use the Airport to pick up or drop an aerial advertising banner shall obtain the prior written approval of the Airport Manager. The Airport Manager shall require such safeguards as he deems necessary to protect the Airport, aircraft using the Airport and the general public before issuing a permit. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FAR's issued by the FAA. The County may establish and charge reasonable fees for this activity. Any pedestrian activity within the runway and/or Alpha taxiway safety areas shall be required to report to, and register with, one of the designated FBO's

in the main terminal and sign applicable acknowledgment of Risk and Liability Agreement (**APPENDIX “C”**) forms approved by the County Attorney.

Section 7 Parachute Jumping

Persons wishing to use the Airport for a parachute drop area shall obtain the prior written approval of the Airport Manager as required by FAR 105.17 (Current Series). The Airport Manager shall require such safeguards as he or she deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FAR's issued by the FAA. The County may establish and charge reasonable fees for this activity. Any pedestrian activity within the runway and/or Alpha taxiway safety areas shall be required to report to, and register with, one of the designated FBO's in the main terminal and sign applicable acknowledgment of Risk and Liability Agreement (**APPENDIX “C”**) forms approved by the County Attorney.

Section 8 Non-Commercial Sailplane Operations

- a. General – The purpose of this section is to establish standard ground operating and safety procedures for the operation of glider aircraft at the Airport. Persons who operate glider aircraft shall comply with all items contained in this section.
- b. Communications - An onboard radio capable of transmitting and receiving local Unicom frequency (123.05) is recommended due to density of traffic. Notification to personnel operating the Unicom base station of the presence of glider operations for the purpose of pilot advisory information is also recommended.
- c. Standard Operating Procedures - Operator shall submit written standard operating procedures to be reviewed by the Airport Manager, Airport Advisory Board and FAA Flight Standards District Office prior to operating at the Airport.
- d. Ground Operations - Personnel and Equipment - Operator shall not exceed a specified number of one (1) motor vehicle and three (3) personnel to assist the glider and tow plane pilots while on the runways and taxiways without written approval from the Airport Manager. Said motor vehicle and personnel shall be pulled back from, remain clear of the runway safety area two hundred fifty (250) feet from centerline, and not obstruct any aircraft taxiway when not required for glider operations. Motor vehicle must be equipped with yellow rotating light while in use in the AOA. No more than two (2) glider passengers shall be present in the staging areas at one time. Said passengers shall be escorted to and from the staging area from the terminal building

by a member of the operating personnel referenced above and remain outside the two hundred fifty (250) foot safety area, except while actually acting as a passenger in the glider.

- e. Ground Operations - Glider Staging and Recovery - During the staging of the Sailplane for departure from Taxiways B and E, the Sailplane shall be positioned no closer than two hundred (200) feet from the runway centerline. The tow plane shall remain behind the yellow hold short line two hundred fifty (250) feet from runway centerline until the Sailplane has taken the active runway. Upon return to the Airport, the tow plane should be removed from the active runway and taxiways as not to impede the flow of other aircraft traffic when not required for glider operations. The Sailplane must also be removed from the active runway and parallel taxiway as soon as possible. When necessary, the Sailplane and tow plane shall be repositioned onto the grass areas outside the two hundred fifty (250) foot safety areas, adjacent to Taxiways B and D, to yield to taxiing aircraft.

- f. Registration and Acknowledgment of Risk and Liability Agreement - Due to the introduction of personnel onto an active runway, and onto the runway and/or Alpha taxiway safety areas, any pedestrian within this area shall be required to register with one of the FBO desks in the main terminal and sign applicable acknowledgment of Risk and Liability Agreement (**APPENDIX "C"**) forms approved by the County Attorney.

Section 9 Parked Aircraft

- a. No person shall park, store, tie down or leave any aircraft on any area of the Airport other than that designated by the Airport Manager or by a Full Service FBO subject to approval of the Airport Manager.

- b. The pilot or Owner of an aircraft shall properly secure the aircraft while it is parked or stored. Aircraft pilots or Owners are solely responsible for supplying their own tie-down rope, parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Aircraft pilots or Owners shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of wind or other severe weather. Owners of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such Owner or the pilot of such aircraft to comply

with this rule.

- c. Snow removal shall be limited to runways, taxiways and paved taxi lanes adjacent to tie-down spaces as identified in the Airport's snow removal plan. Landlord makes no guarantees as to timelines for snow removal and may choose to close the facility due to inclement weather in its sole discretion.
- d. Separate areas shall be designated by the Airport Manager for FBO, SASO aircraft and itinerant aircraft tie-downs. No person shall use any aircraft anchoring or tie-down facilities when such facilities are already in actual use by, rented to or designated by the Airport Manager for use by another person. Parking adjacent to the State Police helicopter pad when alternative tie-down spaces are available is prohibited, as State Police Pilots responding to medical and police emergencies could be delayed in their response.

CHAPTER V

LANDSIDE OPERATIONS

Section 1 Line Services and Aircraft Fueling

- a. Fuel sales to the public, including Aircraft Owners leasing a T-Hangar, shall only be conducted by a Full Service Fixed Based Operator in accordance with Airport Minimum Standards. Non-commercial self-fueling operations by Aircraft Owners based at the Airport will be allowed by permit only. Persons may self-fuel Aircraft owned by them provided such operation is conducted in accordance with NFPA 407 and the Airport Rules and Regulations.
- b. Aircraft may not be fueled or de-fueled inside the T-Hangar. No other flammable or combustible liquid shall be dispensed into or removed from the fuel system of an airplane within any T-Hangar. No aircraft shall be fueled or de-fueled while its engine is running or a block heater is in use.

Section 2 Aircraft Fueling

- a. Fueling Operations – No aircraft shall be fueled or de-fueled while its engine is running, or while in a hangar or other enclosed place. Adequate connections for bonding of electricity shall be continuously maintained during fueling. Persons may only self-fuel Aircraft owned by them provided such operation

is conducted in accordance with NFPA 407 and these Rules and Regulations.

- b. Fuel Storage – No fuels shall be stored on Airport property other than in the bulk storage and distribution system (Fuel Farm) owned and maintained by the County except:
- (1) The fuel stored in a tank on a county maintenance vehicle used for the refueling of grounds maintenance equipment.
 - (2) The mobile refueling auto gas tank used by a designated Full Service FBO for the purpose of refueling the aircraft refueling vehicles.
 - (3) A maximum of two (2) gallons may be stored in an approved listed container for the sole purpose of fueling aircraft or towing equipment.
- c. Fuel Servicing Vehicles - A person operating on the Airport electing, with the written permission of the Airport Manager, to use fuel servicing vehicles (hereinafter referred to as "refuellers") for the purpose of personally dispensing fuel into their own aircraft, must meet the following criteria:
- (1) The person shall own the refueller.
 - (2) Refuellers and their systems shall be maintained and operated in accordance with Environmental Protection Agency (EPA), Federal, State and local codes covering fuel dispensing on airports, and NFPA 407 (Current Series). The applicable sections of FAA Advisory Circular 150/5230-4B (Current Series) shall also be followed.
 - (3) Refuellers shall not be stored or parked on Airport property. Refuellers shall be parked or positioned on Airport property only when actually dispensing fuel to the Owner's Aircraft. Once fuel dispensing is complete, refuellers shall be immediately removed from Airport property. Full Service FBO's, permitted by written agreement with the County, shall be exempt from this requirement.
 - (4) Refuellers shall use only the entrance, exit and route

designated by the Airport Manager during the transportation of fuel onto and off the Airport.

- (5) Operator of the refueller shall purchase and maintain in force insurance that will, in the opinion of the County's Risk Manager, protect the refueller operator and the County from claims which may arise out of, or result from, the fueling services performed, whether such services be performed by refueller operator's officers or employees, or by anyone for whose acts any one of them may be liable. The insurance coverage shall be such as to fully protect, in the opinion of the County's Risk Manager, the County and the general public from any and all claims for injury or damage, or both, resulting or arising from any actions or omissions on the part of the refueller operator, its officers or employees. The refueller operator shall furnish the County with a Certificate of Insurance naming the County as an additional insured for all required coverage in addition to updated Certificates of Insurance reflecting any and all changes to the refueller operator's insurance coverage including, but not limited to, changes in coverage terms, coverage limits, insured risks, agents or insurers. Should any of the coverage be canceled, the issuing company or its agent shall mail a thirty (30) days' written notice of such cancellation to the County.
- (6) Refueller operator shall be accountable for any damages, fuel spills or environmental contamination resulting from its negligent operations or equipment malfunction. All such damages shall be paid for by the refueller operator. Adequate environmental insurance, or proof of financial ability to clean up a major spill of twenty-five (25) gallons or more, must be provided to the County prior to bringing a fuel servicing vehicle onto Airport property and conducting refueling activity. Refueller operators shall be fully responsible for the protection of all persons, including members of the public, employees of other contractors or subcontractors and all public and private property which is affected by work performed by, or on behalf of, the refueller operator.
- (7) An annual fee (as per Current Rates and Charges

Directive) shall be paid to Chesterfield County to obtain a permit to conduct volume self-fueling operations at the Airport. Volume self-fueling shall be defined as self-fueling of more than one Owner Aircraft, or aircraft larger than single, reciprocating engine type. A per trip fee shall also be paid by volume self-fueling operators to the County (as per Current Rates and Charges Directive) for each round-trip fueling operation conducted on Airport property.

- (8) Each refueller shall be conspicuously marked in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank, and with the wording "emergency shutoff" and other appropriate operating instructions required at the emergency operating devices in letters at least two-inches high. Each refueller shall also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes.
 - (9) A refueller cargo tank shall be supported by and attached to, or be part of, the vehicle upon which it is carried.
 - (10) Refueling with non-public refuellers shall be conducted only in those areas designated in writing by the Airport Manager.
- d. Contracts Prohibited - An Aircraft Owner shall not contract with or permit a second party, such as a fuel service company or fuel contractor, to refuel an aircraft. Refueling by such a second party is considered a commercial aeronautical activity and subject to the Airport Minimum Standards.
- e. Fuel Flowage Fee - Aircraft Owners who choose to self-fuel shall pay a fuel flowage fee as per Current Rates and Charges (available at the Airport Management Office) for each gallon to the County for all fuel pumped in excess of five hundred (500) gallons in a calendar year. A fuel flow report, invoice or receipt with the appropriate remittance shall be provided to the Airport Manager by the last day of each month for the fuel dispensed on the Airport during such month.

Section 3 Airport Industrial Park Leases

Owners of property in the Airport Industrial Park who desire to access the Airport

corporate taxiway constructed on the west side of the runway shall apply to the County for access. The owner must submit construction plans depicting the proposed connection to the corporate taxiway. These plans must show grading, drainage, pavement, fencing, etc. and any additional information as required in the sole discretion of the Airport Manager. Use of the connecting taxiway to gain access to the landing area shall be permitted by written agreement only and restricted to aircraft use incidental to such business without offering any commercial aeronautical services to the public on Airport property. Through-the-fence operations, as referenced in FAA Order 5190.6B (Current Series) - Airport Compliance Requirements, shall not be permitted to provide aeronautical services to the public from an off-airport location of facility.

Section 4 Personal Aircraft Sales

Nothing contained herein shall prohibit any person from selling such person's aircraft.

Section 5 Flying Clubs

- a. In an effort to promote flying for the personal transportation of its members, to promote flying for pleasure and to develop skills in aeronautics, including piloting, navigation and awareness and appreciation of aviation requirements and techniques, the category of Flying Clubs is added to these Rules and Regulations. These Rules and Regulations are in accordance with FAA AC 150/5190-6 (Current Series).
- b. All Flying Clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Rules and Regulations and any other applicable regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions as follows:
 - (1) The Flying Club shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the Flying Club (or owned ratably by all of its members). The property rights of the aircraft shall be held jointly and no part of the net earnings of the Club will inure to the benefit of any member in any manner. The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet, except those reserves as

may be deemed necessary for the above purposes may be accommodated and maintained.

- (2) Aircraft owned by a Flying Club shall only be operated by Club members. The Flying Club shall not conduct charter, air taxi, rental or any other commercial operations. The Club shall not conduct aircraft flight instruction except for members. Any qualified mechanic who is a member and part owner of the aircraft owned and operated by a Flying Club shall not be restricted from doing maintenance work on aircraft owned by the Club, provided the Club does not become obligated to pay for such maintenance work, except that such mechanics may be compensated by credit against payment of dues or flight time. Maintenance shall be subject to the provisions of Chapter II, Section 5b. of these Rules and Regulations. Any qualified flight instructor who is a member and part owner of the Aircraft Owned and operated by the Club shall not be restricted from performing flight instruction on a non-profit basis, except that such flight instructor may be compensated by credit against payment of dues or flight time. For profit instruction may be provided to Club members by Club members provided that they are also permitted by the Airport as Independent Flight Instructors.
- (3) All Flying Clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such Club at the Airport, except that said Flying Club may sell or exchange its capital equipment.
- (4) The Flying Club, with its initial application, shall furnish the County a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors; evidence of insurance in the form of a certificate of insurance in the minimum amounts required by the State of Virginia; number and type of aircraft; evidence that ownership is vested in the Club; and operating rules of the Club. Evidence of insurance shall be submitted to the Airport Manager on an annual basis during the renewal month of the policy. The

books and other records of the Club shall be available for review at any reasonable time by the Airport Manager.

- (5) A Flying Club shall comply with all Federal, State and County laws, ordinances, regulations and these Rules and Regulations.
- (6) If a Flying Club, or its members, violates any of the foregoing Flying Club rules, and the violation is not corrected within fifteen (15) days of the violation, the Club shall be required to terminate all operations on the Airport, and members and membership aircraft will be required to vacate the Airport.

Section 6 Assigned Areas

No person authorized to operate on or conduct business activities at the Airport shall conduct any of its business activities, or park any aircraft, on any areas except those specified in the lease or written agreement. No FBO shall occupy any common use areas except as authorized by these Rules and Regulations or by the County.

Section 7 Aircraft Washing

All Aircraft and vehicle washing shall be conducted only in the area designed for washing as depicted in **APPENDIX "A"**.

Section 8 Handling and Storing Hazardous Articles and Materials

FCI has no cargo handling agent at the Airport. Hazardous cargo, including explosives, corrosives and radioactive materials, are handled, stored and transported to and from the Airport by the air carrier in accordance with the hazardous cargo specifications adopted by their company, in accordance with applicable Federal Regulations.

Section 9 Compliance with Safety and Environmental Rules and Regulations

All users of the Airport shall comply with all Safety and Environmental Rules and Regulations adopted by the County. A copy of the Oil Discharge Contingency Plan and Storm Water Pollution Prevention Plan shall always be available in the office of the Airport Manager.

Section 10 Vehicle Access

- a. Vehicular access to the airfield, including access to the T-Hangars, is permitted only with display and use of a valid Airport access card. Vehicle access to the T-Hangar is limited to the immediate area surrounding the T-Hangar. Access to the Airport via security gates is for Airport Tenants, their

employees, guests or customers, County personnel, police, fire, miscellaneous emergency personnel, State and FAA personnel for maintenance of airport equipment, and contractors. Aircraft Owner/Lessee is responsible for compliance with all Airport Rules and Regulations by all of its employees, agents and invitees.

- b. The Airport Manager may, at any time and in any manner, limit, withdraw or change airfield access that may be permitted with a valid AOA access permit. If Lessee commits, permits or allows any violation of these rules, either by itself or any of its employees, agents or invitees, the County shall have the right, without notice, and in addition to such other rights and remedies that it may have, to remove or tow away the vehicle. Aircraft Owner/Lessee shall be responsible for all costs and charges as may be imposed by the County or any other regulatory body due to such violation. All such costs shall be immediately paid to County.
- c. Tenants are responsible for the conduct of employees, guests and customers, ensuring that they adhere to these Rules and Regulations.
- d. Gate access cards shall be obtained at the Airport Management Office and require the completion of a Security Gate Card/Opening Device request form. For further information on gate access cards, please refer to the Airport Security Gate Card/Opening Device Procedure (available at the Airport Management Office).

Section 11 Vehicular Traffic and Parking

- a. The traffic laws of the Commonwealth of Virginia shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. All traffic, information and warning signs shall be obeyed. Except for fire-fighting equipment, ambulance and emergency vehicles responding to an emergency situation, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has been first obtained from the Airport Manager. This permission is not required for personal vehicles operating on the Tie-down ramp areas, to and from a parked aircraft, or to the T-Hangar areas by T-Hangar renters in accordance with established operational procedures. The pilot in command of said aircraft, or his or her authorized representative, may drive the vehicle onto the ramp

area solely for the purpose(s) of loading, unloading or servicing of the aircraft. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at the owner's expense. In addition to the foregoing, the following rules apply to vehicles operated on the Airport:

- (1) No person shall operate a motor vehicle on the Airport in a reckless or negligent manner.
- (2) No person shall operate a motor vehicle on the AOA portion of the Airport in excess of fifteen (15) miles per hour except for fire, emergency or law enforcement vehicles responding to an actual emergency or during an emergency exercise.
- (3) Pedestrians and aircraft shall have the right of way at all times. When vehicles are operating on the AOA, they shall pass to the rear and at least twenty (20) feet clear of taxiing aircraft.
- (4) When parking on the tie-down or transient apron, vehicles shall be parked clear of taxiways, taxi lanes, object free area and parked aircraft so as not to endanger, damage or interfere with such aircraft.
- (5) The operator of any vehicle must have a valid driver's license and be qualified to drive the vehicle being operated.
- (6) Ground vehicles shall not be driven or parked upon any dirt, grass or sod areas of the Airport unless authorized by the Airport Manager. Ground vehicle parking shall be conducted in designated parking areas.
- (7) Airport tenants and their employees who operate Airport support vehicles should be familiar with the County's Guide to Ground Vehicle Operations on the Airport (available at the Airport Management Office). This guide provides airport orientation and operational information and should be used as a resource document for training ground vehicle operators.
- (8) All vehicle parking privileges are subject to change and may be limited or withdrawn at any time by the Airport Manager.

- b. Aircraft Owner/Lessee or his/her Bona-fide Employee and invitee's vehicle may be temporarily parked directly in front of or inside the assigned T-Hangar so as not to interfere with adjacent T-Hangar Lessees or taxiing airplanes as long as the owner of the automobile remains in the immediate vicinity. If Aircraft Owner/Lessee intends to remain off the airport with his/her airplane, Lessee may park his/her automobile in the hangar, or for periods greater than one week in authorized parking areas outside of the fence near the T-Hangar area. Antique autos, boats, additional cars, motorcycles, ATV's or other airplanes may not be stored in T-Hangars. The Airport Manager or his/her representative shall have the right to remove any automobile or other vehicle, at Lessee's expense, that is parked in an unauthorized area.
- c. No vehicle parking is allowed on Airport ramps, taxiways or unpaved areas of the airfield at any time except for pickup or drop off in accordance with operational procedures.
- d. The County is not responsible for any damage to vehicles, injury to persons or loss of property that may occur while parking or using vehicles on Airport property. All risk is assumed by the party using the parking area.

CHAPTER VI

SECURITY

Section 1 Requirements

Aircraft Owners/T-Hangar Lessees using the Airport shall follow the security requirements detailed in the Airport's Security Plan in addition to those contained herein:

- a. Each Lessee who has a Lease Agreement with the County shall make every reasonable effort to prevent, restrict and deter unauthorized access to the AOA by means of his/her access to the Airport.
- b. All Lessees that have been issued an Airport Access Card shall stop and allow the gate to close before proceeding (no "piggy backing" through the gate).
- c. All buildings, including T-Hangars, when unattended for any

period of time, shall be closed and locked so as to prevent unauthorized entry.

- d. No gate or door will be blocked open, with the exception of special events requiring public access.
- e. Failure to follow proper security procedures could result in the removal of privileges.

Section 2 Locks and Keys

- a. Heavy-duty padlocks are furnished with each T-Hangar. Lessee will not replace or remove these locks. If lock changes or additional keys are necessary for any reason, Lessee shall contact the Airport Management Office. Duplicate keys will not be authorized for any person other than assigned Lessees. Landlord agrees that keys will be used by the Airport Manager or his designee. The FBO will only receive a key if the Tenant agrees to allow FBO T-Hangar access. Unauthorized locks will be removed by the Landlord and replaced with an Airport-authorized lock.
- b. Landlord reserves the right to enter leased space at any time; however, will typically only enter for the reasons contained herein:
 - (1) For reasonable inspections to assure compliance with the Lease and Airport policies, rules and regulations.
 - (2) In case of emergency.
- c. Lessee acknowledges that Landlord has no control over, and no responsibility for, the use of keys or permission provided by Lessee to the FBO or any other party for access. T-Hangars may be inspected for safety and compliance with Lease Agreement without notice and at any time by the Airport Manager or his/her assigned agent.

CHAPTER VII

INSURANCE AND INDEMNITY

Section 1 FBO and SASO Requirements

- a. Each FBO and SASO shall maintain the types of insurance described in the Airport Minimum Standards.

- b. Each FBO and SASO shall use only insurance companies of recognized standing which are authorized to do business within the Commonwealth of Virginia. The insurance companies shall have a Best's Rating of at least "A" and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports. The amounts of the insurance shall not be deemed a limitation on FBO's and SASO's liability to the County, and if the County or any of its authorized agents, officers, representatives or employees become liable for an amount in excess of the insurance, FBO's and SASO's agree to indemnify, defend, save and hold harmless the County, its agents, officers, representatives and employees for the whole thereof.
- c. Each FBO or SASO shall, at the request the Airport Manager, deliver copies of all certificates of insurance for required insurance, any policy amendments and policy renewals and any additional information related to required insurance. Each policy shall require the insurer to provide at least thirty (30) days' prior written notice to the County of termination or cancellation.
- d. Each FBO and SASO shall submit to the appropriate insurer timely notices and claims of all losses insured under any required insurance policies, pursue such claims diligently and comply with all terms and conditions of required insurance policies. Each FBO and SASO shall promptly give the Airport Manager copies of all notices and claims of loss and any documentation or correspondence related to such losses. Each FBO and SASO shall make all policies for required insurance, policy amendments and other related insurance documents available for inspection and photocopying by the Airport Manager or the County upon reasonable notice.
- e. Each FBO and SASO shall maintain insurance policies as required in the Airport's Minimum Standards (available at the Airport Management Office).
- f. Any Person or entity conducting an Aeronautical Activity for the public at the Airport under the supervision of, or pursuant to an arrangement with, an FBO shall not be required to obtain separate insurance as long as the insurance policy or policies of the FBO covers that person or entity to the same extent, and in same amount as, the applicable insurance policy.

Section 2 Independent Flight Instructors

Independent Flight Instructors permitted by the County to conduct an Aeronautical Activity for the public at the Airport shall provide combined insurance for public liability and property damage as defined in the Airport's Minimum Standards (available at the Airport Management Office). No permitted Independent Flight Instructor is allowed to offer services in or with his or her own aircraft.

Section 3 Aircraft Owner's Insurance Requirements

Insurance for aircraft registered in Virginia shall be in accordance with Code of Virginia, Chapter 8.1, Title 5.1-88.1 through 6, and the minimum coverage shall be as follows:

- a. \$50,000 bodily injury or death of one person in any one accident, including passenger liability; and
- b. \$100,000 bodily injury or death of two or more persons in any one accident, including liability; and
- c. \$25,000 because of injury to, or destruction of, property of others in any one accident; **or**
- d. a \$250,000 single limit policy covering bodily injury and property damage liability in any one accident, including passenger liability of \$50,000 per passenger seat.

Section 4 Hangar Lessees

The Aircraft Owner agrees not to keep in the T-Hangar anything prohibited by the County or its insurer. Aircraft Owner agrees to comply at his/her own expense with all requirements of the County or its insurer necessary to keep in force any fire and liability insurance covering the premises and building. Non-fulfillment of the insurance conditions by Aircraft Owner may constitute a material breach of the Lease.

Section 5 Incident Reports

Any incident which may cause a claim to be made against the County, FBO or SASO shall be reported within one (1) business day to the Airport Manager.

Section 6 Indemnity

- a. Aircraft Owners, operators, T-Hangar Lessees, FBO's and SASO's agree to release, indemnify and hold Chesterfield County, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all costs, attorney's fees, which may be suffered by, or charged to, Chesterfield County arising out of the Aircraft Owner's use of the Airport or by reason of any loss or damage to property, or

injury to or death of any person arising out or by reason of any breach, violation or non-performance by the Aircraft Owner, its employees or invitees of any covenant or condition of the Lease Agreement or by any act or failure to act by those persons. Chesterfield County shall not be liable for its failure to perform under the Lease Agreement or for any loss, injury or damage or delay of any nature whatsoever resulting there from caused by an act of God, flood, accident, labor dispute, riot or insurrection, war or any other cause beyond Chesterfield County's control.

- b. The County retains all the benefits and protections of the County's sovereign immunity as it exists, at the execution of this Agreement, and that the County does not have the ability as a matter of law to waive such immunity. The Aircraft Owner/T-Hangar Lessee further agrees to be liable for any damage to the County's property and/or stored aircraft arising from Lessee negligence including, but not limited to, the carrying on of unauthorized activities in the T-Hangar space. Lessee shall be liable for any damage to County property and/or other stored aircraft arising from acts or omissions or agents or invitees including, but not limited to, unauthorized activities in the premises, or the use or storage of flammables in violation of the T-Hangar Rules, Airport Rules and Regulations and Airport Minimum Standards.

Section 7 Certificate of Insurance

An Aircraft Owner based at Chesterfield County Airport shall deliver to the Airport Manager, at the same time as the execution of the Lease Agreement, a certificate of insurance confirming the coverage in effect. Upon renewal(s) of such policies, but within no less than thirty (30) days after to the expiration of the term of the insurance, a new certificate will be presented to the Airport Manager.

CHAPTER VIII

INFRACTIONS AND ENFORCEMENT

Section 1 Definition

Infraction means any of the following:

- a. A violation of these Rules and Regulations.
- b. In the case of a FBO, a violation of the FBO Agreement and/or Land Lease.

- c. In the case of a SASO, a violation of the SASO Agreement and/or Land Lease.

Section 2 Effects

- a. Based on the severity of the infraction, termination of all rights to use the Airport may occur. However, any infraction by any person shall result in a minimum of the following:
 - (1) The first and second violations of any of the Rules and Regulations will result in a written warning via U.S. Mail or electronic mail. The warning will be retained in the County records for each Lessee or Operator until Lessee vacates the facility and then in accordance with Library of Virginia records retention requirements.
 - (2) The third violation will result in termination of Lease or Operator Agreement by written notice (U.S. Mail, Certified, Return Receipt) and in the case of leased T-Hangar or office space, surrender or removal of the Lessee or Operator's aircraft as described herein. Any person utilizing the Airport outside a Lease or Operating Agreement in violation of these Rules and Regulations may be promptly removed, either temporarily or permanently, from the Airport by the County Police and/or the Airport Manager. Prior to imposing removal or denying access, the Airport Manager shall make every reasonable effort to ensure that the violator is aware of the nature of the infraction and the actions required to become compliant with the Rules and Regulations.
- b. In addition, any penalties otherwise provided for by County ordinance or law, the Civil Air Regulations, Federal Aviation Regulations, Virginia Aviation Law and all other rules and regulations of the FAA shall apply.
- d. The Airport Manager will utilize Airport Operating Procedures in removing Lessees in violation of Rules and Regulations and other requirements from the facility.

Section 3 Notice and Termination

The County, acting through the Airport Manager or another whom it may from time to time designate, shall give notice of infraction or termination of the lease, contract or agreement under which such person is operating by sending a letter, certified mail, to the person at the address listed upon the relevant lease, contract or

agreement or, at the option of the County, to the person's last known address. Upon termination, such person shall be informed as to his/her eligibility for a new lease, contract or agreement which shall be for a minimum period of six (6) months, depending on the severity of the violation.

Section 4 Hearings

Any person whose lease, contract or agreement shall hereafter terminate or who is removed/denied access to the Airport may request a hearing thereon before the County provided such request is made in writing and received by the County's Director of General Services within ten (10) calendar days of the date of the County's notice of termination to such person.

Section 5 Removal of Aircraft

Any Aircraft Owner/T-Hangar Lessee occupying a T-Hangar in violation of the T-Hangar Rules, Airport Rules and Regulations or Airport Minimum Standards, Lease, Local, State or Federal law shall have his/her aircraft removed by the Airport Manager from the T-Hangar within forty-eight (48) hours of the date of written notification by the Airport Manager that the aircraft must be removed. An aircraft not timely removed from the T-Hangar may be removed by the Airport Manager and moved to any other place on the Airport without liability for damage to the aircraft or other property that may result from such removal. All cost and expense of moving the aircraft shall be paid by the Aircraft Owner. Once moved to another location on the Airport, the Aircraft Owner shall remove the aircraft from the Airport within three (3) days of its removal from the T-Hangar. If, after such time, the aircraft is not removed from the Airport, the Airport Manager may commence lien sale proceedings as provided by law.

CHAPTER IX

RESERVATION OF RIGHTS

Section 1 Explanation of Rights and Duties Imposed

Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport Facilities, including, but not limited to, individual pilots, Aircraft Owners, Tie-down and T-Hangar tenants:

- a. Each individual user as defined herein shall meet and maintain all requirements, regulations and standards for licensing, maintenance and repair of aircraft established by the Federal Aviation Regulations (FAR's), Safety Bulletins, Advisory Circulars, Virginia Aviation Law and all other Federal and State regulations and standards for licensing, maintenance and repair of aircraft.

- b. It shall be the duty of each individual user of the Airport to keep fully informed of, and current on, all Federal, State and County Aviation Rules and Regulations and to comply completely and promptly.
- c. Nothing contained herein shall restrict or limit the right of individual users to conduct maintenance and repairs on their own aircraft which are allowed by FAA or these Rules and Regulations. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal, State and County Rules and Regulations, circulars, airworthiness directives and requirements, and such maintenance and repairs shall be conducted in T-Hangars leased by individual users of the Airport under Special Use Permit or at authorized repair facilities on the Airport. (Aircraft maintenance conducted in T-Hangars must be approved in writing by permit). It is understood that this approval shall be withheld if such request is in violation of Chapter II requirements of these Rules and Regulations, or other safety related practices identified by the Airport Manager, County Fire Marshal or County Risk Manager.
- d. All individual users shall comply with these Rules and Regulations regarding common use areas and shall not allow any maintenance or repair activities, or any part thereof, to be conducted in said common areas and shall comply with all safety and fire regulations in effect at the time and as set forth herein in Chapter II.

Section 2 Explanation of Rights of the Airport Owner Reserved

The County of Chesterfield, owner and sponsor of the Airport, reserves all rights and powers to adhere to all Federal and State laws, and all contracts it has entered into including, but not limited to, all Federal and State Grant Agreements with the FAA and Virginia Department of Aviation for funding of improvements to the Airport. The County also reserves the right to make changes and modifications to these Rules and Regulations, the Airport Master Plan or adopt such other reasonable requirements as the County may determine to be necessary and subsequently approved by the Board of Supervisors for the proper operation, maintenance and improvement of the Airport and its facilities at any time.

CHAPTER X

MISCELLANEOUS

Section 1 Severability

In the event that any provision of these Rules and Regulations shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Rules and Regulations shall remain in full force and effect.

Section 2 Effective Date

These Rules and Regulations shall be effective on January 1, 2022. The date of approval was December 15, 2021, by the County Board of Supervisors.

BIBLIOGRAPHY OF REFERENCE DOCUMENTS (Current Series)

Aeronautical Information Manual (AIM)

Federal Aviation Regulations (FAR's)

Part 43 Maintenance, Preventive Maintenance, Rebuilding and Alteration

Part 91 General Operating and Flight Rules

Part 103 Ultra-light Vehicles

Part 105 Parachute Jumping

Part 135 Air Taxi Operators and Commercial Operators

Federal Aviation Administration Advisory Circulars (AC's)

103-6 Ultra-light Vehicle Operations, Airports, Air Traffic Control and Weather

103-7 The Ultra-light Vehicle

105-2C Sport Parachute Jumping

150/5190-6 Exclusive Rights at Federally Obligated Airports

150/5190-7 Minimum Standards for Commercial Aeronautical Activities

150/5230-4B Aircraft Fuel Storage, Handling and Dispensing on Airports

Federal Aviation Administration Order (FAAO)

National Fire Protection Association (NFPA)

NFPA 407 Aircraft Fuel Servicing

NFPA 409 Aircraft Hangars

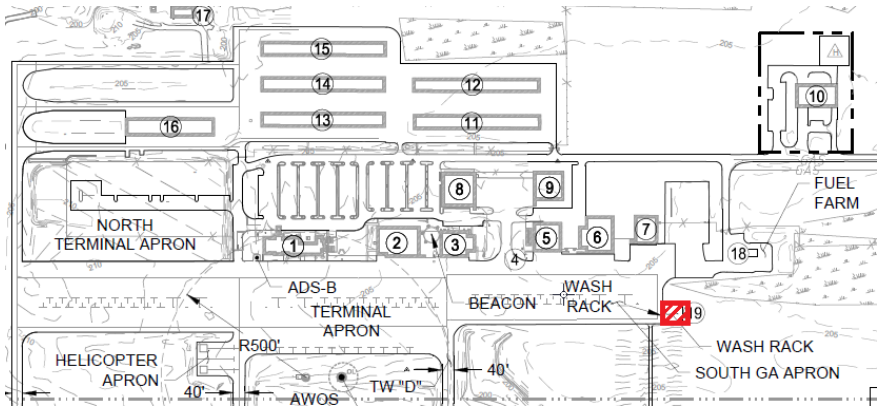
NFPA 410 Aircraft Maintenance

NFPA 415 Aircraft Fueling Ramp Drainage

NFPA 424 Guide to Airport/Community Emergency Planning

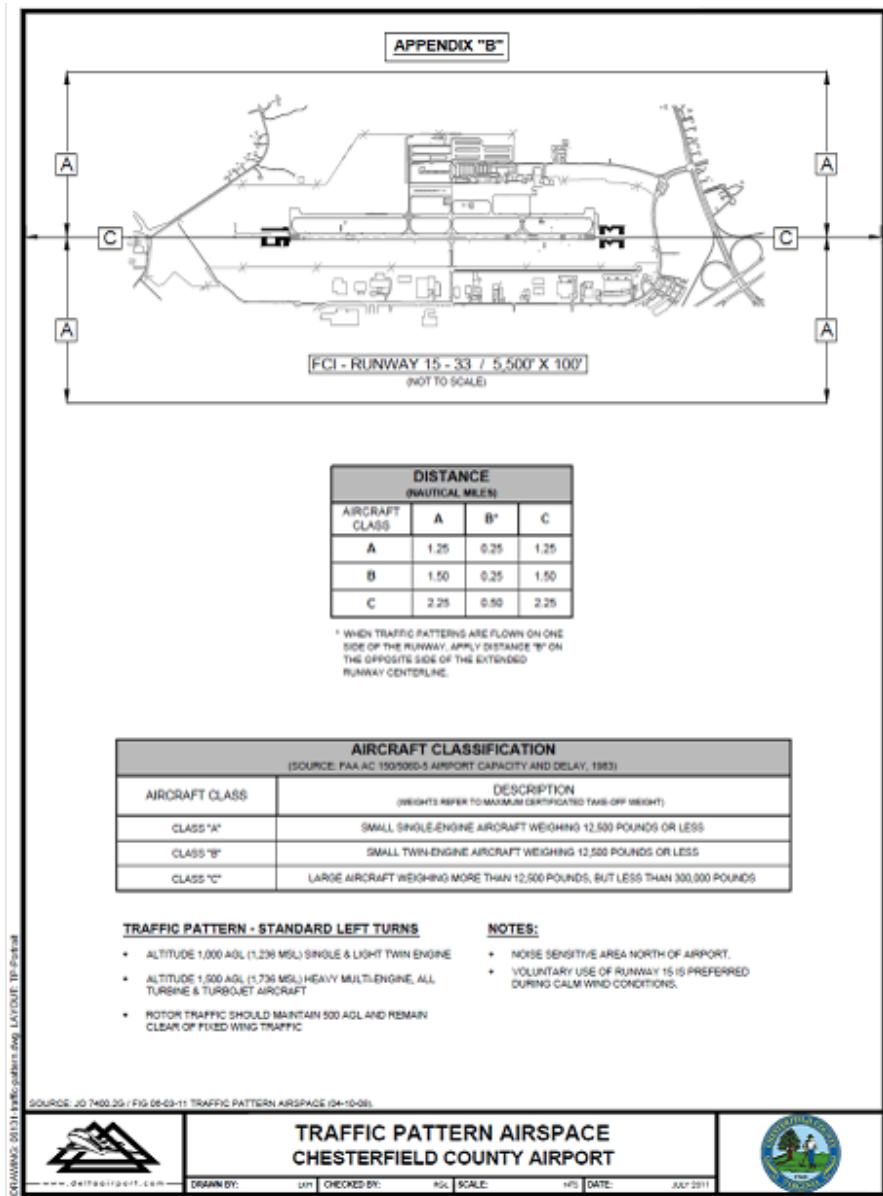
Richmond Executive - Chesterfield County Airport Rules and Regulations

APPENDIX A: Depiction of Wash Rack



Richmond Executive - Chesterfield County Airport Rules and Regulations

APPENDIX B: Airport Traffic Pattern Map



Richmond Executive - Chesterfield County Airport Rules and Regulations

APPENDIX C: Acknowledgment of Risk and Liability Agreement - Runway & Alpha Safety Area

ASSUMPTION OF RISK AND LIABILITY AGREEMENT RUNWAY SAFETY AREA

As an individual or a business involved in operations which I have described and attached requiring pedestrian activity within the runway and/or alpha taxiway safety area at the Richmond Executive - Chesterfield County Airport, I acknowledge that my involvement with such activity exposes me to risk of personal injury and property damage from other participants and users of the Airport. The runway safety area is defined as a 500' wide area, measured 250' from the center on both sides of runway 15/33, extending the full length of the runway. The alpha taxiway safety area is defined as a 158' wide area, measured 79' from the center on both sides of alpha taxiway extending the full length of the taxiway. In consideration of being permitted to engage in such operation at the Airport, I assume all the risk and liability that may arise from such risks. To the extent legally possible, I agree (1) to indemnify and save harmless the County of Chesterfield, Virginia, its agencies, officers, employees and representatives (collectively, the "County"), all of the County's FBOs, their officers, director, agents and employees from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments, and (2) to pay all attorneys fees, courts costs, and other costs incurred in defending any claims which may accrue against, be charged to, be recovered from or sought to be recovered from the County or any FBO, their officers, directors, agencies, agents, employees, representatives or officials by reason of, or on account of, damage to the property of, or the injury to, or death of, any person arising from my negligence or willful acts while involved in any aeronautical or non-aeronautical operation requiring pedestrian activity within the runway and/or alpha taxiway safety area.

Name:

Address:

City:

State:

Zip:

Signature:

Date:

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

I, _____, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that _____, whose name is signed to the foregoing Agreement, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public _____

Richmond Executive - Chesterfield County Airport Rules and Regulations

APPENDIX D: Accident Reporting Form

In accordance with the accident reporting provisions of the Rules and Regulations governing the operation of the Richmond Executive - Chesterfield County Airport, it is mandatory to report any damage to public property and any injury requiring medical attention. Damage to privately-owned property located within the confines of the Airport is to be reported to the owner. The Airport Manager will help you with contacting the owner.

This form is for local Airport usage and does not replace the reporting requirements of NTSB-830 with regard to aircraft accidents and incidents. A copy of a Federal accident report may be submitted in lieu of this report.

ACCIDENT / INCIDENT REPORT FORM
RICHMOND EXECUTIVE - CHESTERFIELD COUNTY AIRPORT

Date: _____

To: Airport Manager: _____

Name of Person: _____

Age: _____

Address: _____

City _____ **State** _____ **Zip Code** _____

Phone: (h) _____ **(w)** _____ **(c)** _____

2) Date/Time incident occurred: _____

3) Where did incident occur? (Exact location): _____

4) Nature and extent of injuries: _____

5) Description of incident/accident (injuries): _____

6) Name of doctor or hospital: _____

7) Weather conditions: _____

8) Kind of property and extent of damage (use reverse for vehicles and aircraft): _____

9) Name of owner: _____

Address: _____

City _____ State _____ Zip Code _____

Phone: (h) _____ (w) _____ (c) _____

10) Person(s) Notified: _____

11) 911: Yes / No (If yes, circle a-c)

a) Fire Department on scene? Yes / No b) Police on scene? Yes / No

c) Ambulance on scene? Yes / No

12) Vehicle/Aircraft Identification No. _____

Name of owner: _____

Address: _____

City _____ State _____ Zip Code _____

Phone: (h) _____ (w) _____ (c) _____

N Number (or tag & state): _____ Year: _____ Make: _____

Model: _____ Serial Number: _____

13) Vehicle/Aircraft Identification No: (2) _____

Name of owner: _____

Address: _____

City _____ State _____ Zip Code _____

Phone: (h) _____ (w) _____ (c) _____

N Number (or tag & state): _____ Year: _____ Make: _____

Model: _____ Serial number: _____

13) Vehicle/Aircraft identification no: (3) _____

14) Name of Witness: _____

Address: _____

City _____ State _____ Zip Code _____

Phone: (h) _____ (w) _____ (c) _____

15) Name of Witness: _____

Address: _____

City _____ State _____ Zip Code _____

Phone: (h) _____ (w) _____ (c) _____

16) Remarks or additional information: _____

17) Prepared by: (Print): _____

Signature: _____

Date: _____



Richmond Executive-Chesterfield County Airport Code of Conduct

Setting the standards for how we work together.

INTRODUCTION

At Richmond Executive - Chesterfield County Airport, we are committed to a facility with an environment that creates long term, sustainable value for our tenants, customers and the community in which we operate. To ensure this, we must strive for the highest standards of conduct.

This Code of Conduct is a guide for how facility users work together to operate the airport in a safe, secure, responsible and ethical manner. By working together, we can ensure the continued success of Richmond Executive - Chesterfield County Airport.

STANDARDS OF CONDUCT

This Code of Conduct applies to everyone visiting, operating on or using the Airport for business or personal recreation. They shall, at all times, observe and comply with ethical and professional standards and other obligations imposed by regulations and/or laws. The County shall not condone behavior or activities in violation of these requirements.

- 1.1 All business conduct shall meet or exceed the minimum standards, rules and regulations and laws and regulations governing the airport. All personnel shall act in compliance with the requirements of applicable law and this Code and in an ethical manner when conducting business and operations.

- 1.2 The Richmond Executive - Chesterfield County Airport is a workplace for both County employees and employees of private entities. In as such, County Policy 13-6 has been established to support a work environment that is free from intimidation, harassment and other threats of or actual violence which occur onsite or offsite during work-related activities. This is accomplished by outlining procedures to minimize the threat of violence in the workplace, without restricting appropriate public access to county employees and facilities.
- 1.3 The County will not tolerate acts and behaviors that are likely to result in workplace violence and which may include, but are not limited to: abusive language; bullying, hitting or shoving; threats of bodily harm; threats or violence arising out of sexual or racial harassment; brandishing of an object which may be used as a weapon; actions which damage, destroy or sabotage property; harassing, stalking, intimidating or demeaning behaviors toward other individuals; insubordination; the sending of threatening, harassing or abusive email or text messages; intimidating posts on social media that are related to the workplace; or using the workplace to violate protective orders.
- 1.4 The County will not tolerate acts and behaviors that are considered harassment. Harassment is any unwelcome conduct that is based on age, race, color, national origin, religion or genetic information. Harassment that is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive is prohibited. Harassment may include, but is not limited to, offensive comments, gestures, slurs, texts, email messages, jokes, posters, cartoons, pictures or drawings that are based on one of the above protected classes. Harassment does not require intent to offend. Thus, inappropriate conduct

meant as a joke, prank or even a compliment may lead or contribute to harassment.

1.5 Failure to comply with County/Airport Minimum Standards and/or Rules & Regulations

NOTICE OF VIOLATION

In the event that there is failure to comply with applicable federal, state, local safety and health standards, regulations or operating directives, the Airport Manager or designee, has the authority to enforce compliance with all applicable standards, regulations or operating directives. The severity of the offense and resulting consequences depends upon the specific act of non-compliance and history of past non-compliance.

Possible consequences are as follows:

- Documented verbal warning
- Written warning
- Access badge suspension
- Ban from Airport property
- Cancellation of T-hangar lease
- Other actions per individual lease terms
- Closure of the offender's fuel farm