

RULES, REGULATIONS AND MINIMUM STANDARDS

For The Operation of the

ACCOMACK COUNTY AIRPORT MELFA, VIRGINIA

WHEREAS, the County of Accomack, Virginia is the owner of a public Airport which has been developed and improved with Federal and State funds;

WHEREAS, the County of Accomack desires to establish the Rules and Regulations for the orderly operation of activities on the Accomack County Airport and Minimum Standards for aeronautical services to be provided at the Accomack County Airport;

WHEREAS, the County of Accomack Board of Supervisors desires to revise the June 19, 2019 Airport Rules and Regulations and Minimum Standards to support Unmanned Aircraft System operations and Off-Airport Access to enhance airport growth;

WHEREAS, the County of Accomack Board of Supervisors adopted an ordinance that incorporated these Rules, Regulations and Minimum Standards first on September 19, 2012, effective January 01, 2013; and subsequently revised November 14, 2008, effective January 01, 2013, and June 19, 2019.

NOW, THEREFORE, the County of Accomack Board of Supervisors hereby and herein revises and restates the Rules and Regulations and Minimum Standards for the Accomack County Airport effective April 21, 2021.



Michael Mason,
Clerk to the Accomack County Board of
Supervisors

ADOPTED AUGUST 13, 1998
REVISED NOVEMBER 14, 2008
ADOPTED BY ORDINANCE, EFFECTIVE JANUARY 01, 2013
REVISED APRIL 21, 2021

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SECTION 1. GENERAL PROVISIONS

A. PURPOSE

The rules and regulations contained in this document, hereinafter sometimes referred to as the Regulations and Standards, are intended to provide a structure for the management, governing and effective use of the Accomack County Airport and to do so in such manner as to better maintain order and protect the safety of the public and tenants of the Airport. The Regulations and Standards are intended to be reasonable, non-arbitrary and non-discriminatory.

B. DEFINITIONS

1. **Abandoned Aircraft** means an aircraft that has been disposed of in a common use area i.e., apron, on a public-use airport in a wrecked, inoperative, or partially dismantled condition, or an aircraft that has remained in an idle state on premises owned or controlled by the operator of a public-use airport for sixty (60) consecutive calendar days or more.
2. **Accomack County** means the Airport owner or sponsor.
3. **Access fee** means the fee to be paid annually to the County for access to the Airport from an Off-Airport Property.
4. **Access permit** means a permit issued by the County to an Off-Airport User permitting the Off-Airport User the unique privilege of using Airport facilities from Off-Airport Property for aeronautical activities.
5. **Access taxiway** means an aircraft taxiway located on the Airport or on Off-Airport Property, which is constructed for the sole purpose of allowing aircraft to taxi between the Airport taxiway and the Off-Airport Property when a valid Commercial Off-Airport Access Agreement is active.
6. **Adjusted airport area annual land lease rate** means the Airport area land lease rate multiplied by the Airport area land lease rate adjustment factor.
7. **Adjustment factor** means the percentage adjustment of the Airport area land lease rate determined by the County to be used in adjusting the access fee.
8. **Aeronautical Activity** means any activity commonly conducted at the Airport which involves or is required for the operation of aircraft or is required for the safety of such operations.
9. **Aeronautical Service** means any commercial service, which involves the operation of aircraft or is required for the safety of aircraft operations conducted on the Airport

by a person who has a lease or written permission from the County of Accomack to provide such service.

10. **AGL** means altitude expressed in feet measured above ground level.
11. **ALP** means the current Airport Layout Plan for the Accomack County Airport, which has been approved by the FAA and the Virginia Department of Aviation.
12. **Air operations area (AOA) or airside** means all of the area contained within the perimeter security fence that requires access through a building, gate or other controlled access point.
13. **Aircraft** means a device that is used or intended to be used for flight in air as defined by the Federal Aviation Regulations (FAR).
14. **Airport** means the Accomack County Airport and all of the area, buildings, facilities and improvements within the boundaries of said Airport as it presently exists or as it may exist when it is hereafter modified.
15. **Airport area** means the Airport.
16. **Airport area annual expenses** means an amount of money equal to all known expenses and costs incurred or expended by the County to operate the Airport area for the benefit, use and privilege of the public during the most recently completed fiscal year as accounted for by the County.
17. **Airport area land lease rate** means the maximum per square foot per year lease rate charged to persons who lease portions of the Airport area from the County, as established by county ordinance in effect at the time the access fee is initially calculated.
18. **Airport area land lease rate adjustment factor** means the percentage adjustment of the Airport area land lease rate determined by the County to be used in calculating the access fee.
19. **Airport area maintenance rate** means a dollar amount calculated on a per square foot basis of the Airport area expenses by dividing the Airport area expenses by the total land area (in gross square feet) of all airport facilities and total off-airport properties, as designated on the Airport layout plan and off-airport plats or site plans.
20. **Airport Manager** means the person employed by the County of Accomack to manage the Airport.
21. **Airport Sponsor** means **County of Accomack**.
22. **Airport Service Attendant** means an employee of the County of Accomack.

23. **Air Operations Area** or **AOA** means the area of the Airport used or intended to be used for landing and takeoff or surface maneuvering of aircraft including the associated hangars and navigation and communication facilities.
24. **Aircraft Support Vehicles** means those vehicles routinely used on the aircraft apron or parking areas in support of aircraft operations. **25. Airfield Service Vehicles** means those vehicles operated by Airport management and routinely used for service, maintenance, and construction on the AOA.
25. **Applicant** means an entity that applies for an Off-Airport Access Permit.
26. **ATC** means Air Traffic Control.
27. **Autonomous operations** means a UAS under control of a single PIC without an appropriate visual observer.
28. **AWOS** means Automated Weather Observation System.
29. **Based Aircraft** means aircraft based in the Commonwealth of Virginia over sixty days during any twelve-month period pursuant to the Code of Virginia Title 5.1 Chapter 1 Section 5.1-5. and at the Accomack County Airport.
30. **Commercial Activity** means a service done for hire, compensation or reward.
31. **Commercial Aeronautical Service Provider** means any FBO or SASO that provides a commercial aeronautical service at the Airport which is not provided by the County of Accomack.
32. **Commercial Off-Airport Access Agreement** means an Off-Airport User that conducts FBO or SASO activities commonly associated with Commercial Aeronautical Service provider.
33. **Common Traffic Advisory Frequency (CTAF)** means– A radio frequency designed for the purpose of allowing pilots to announce their position and intentions while operating to or from an airport without an operating control tower.
34. **County** means the County of Accomack.
35. **Derelict Aircraft** means any aircraft that is not on a flyable condition, does not have a current certificate of air worthiness issued by the FAA, or is not in the process of actively being repaired.
36. **DOAV** means the Virginia Department of Aviation.
37. **Drone** means a UAV and UAS and is used synonymously.
38. **Employee** means an individual who works for an aircraft owner, a commercial aeronautical activity or an Off-Airport User and for which the aircraft owner or commercial aeronautical activity is required to file federal income tax and tax withholding information with the IRS on behalf of the employee.
39. **FAA** means the Federal Aviation Administration.

40. **FAR** means the Federal Aviation Regulations as published from time to time.
41. **Facility Use Permit** means prior application made to the County of Accomack for any special event utilizing the County's facilities including the Accomack County Airport.
42. **Fixed Base Operator** or **FBO** means an individual or firm based and operating at the Airport and providing multiple Aeronautical Services under a lease agreement.
43. **Five-year airport CIP reserve** means the amount of the County's capital improvement program (CIP) funding reserved for airport projects.
44. **Flying Clubs** means a non-profit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only.
45. **FSDO** means Flight Standards District Office (FAA).
46. **IFR** means Instrument Flight Rules which govern the procedures for conducting instrument flight.
47. **Improvements** means all buildings, structures and facilities, including pavement, fencing and signs constructed, installed or placed on, under or above any leased area by the Airport sponsor or a lessee as required by the lessee or the County.
48. **Landside** means all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport.
49. **Lease Agreement** means a legal contract that allows the lessee rights to the use of property owned or managed by the lessor for a period of time in return for payment.
50. **Leased Aircraft** means any aircraft that is leased through an agreement for the exclusive use of the Lessee and issued in the Lessee's name.
51. **Lessee** means a person or entity who holds the lease of real or personal property.
52. **Maintenance Area** means a designated area on the ramp for transient and based monthly tie-down tenants to perform minor maintenance and minor repairs on their aircraft.
53. **Minimum Standards** means the standards which are established by the County of Accomack, amended from time to time, as the minimum requirements to be met by a tenant, sub-tenant or proposed tenant as a condition for the right to provide Aeronautical Services to the public at the Airport.
54. **MSL** means altitude expressed in feet measured from Mean Sea Level.
55. **NFPA** means National Fire Protection Association.
56. **NFPA 407** means the Standard for Aircraft Fuel Servicing, latest Edition.
57. **NOTAM** means a Notice to Airmen published by the FAA. (A method of notifying the flying public of conditions at the Airport that may affect flight.)
58. **NTSB** means the National Transportation Safety Board and its successors.

59. **Off-Airport Access** means access to the Airport for aeronautical activities from specifically designated Off-Airport Property.
60. **Off-Airport Access Agreement** means an agreement between an Off-Airport User and the County of Accomack for access to the Airport runway, taxiway, taxilane and other agreed upon Airport infrastructure and facilities.
61. **Off-Airport Property** means the gross land area of a lot or tract of land which abuts the Airport or an airport taxiway and may be used or intended to be used in whole or in part for aeronautical activities.
62. **Off-Airport User** means an owner, or tenant of the fee simple title of an Off-Airport Property who is issued and holds an access permit to conduct off-airport access directly between the Off-Airport Property and the Airport in accordance with the access permit issued and access agreement executed pursuant to this article.
63. **Person** means an individual, firm, partnership, corporation, company, association or other entity.
64. **Preventative Maintenance** means maintenance an owner/operator can perform without the assistance of an aircraft mechanic as defined in the FAR AIM Part 43 Appendix A (c).
65. **Remote Pilot in Command (PIC)** means a person who is certificated to operate a UAS and is directly responsible for and is the final authority as to the operation of a single UAS or a group or formation of UAS.
66. **Runway** means a portion of the movement area used for the takeoff and landing of aircraft.
67. **Runway Object Free Area (ROFA)** means an imaginary area centered on the runway centerline that is clear of aboveground objects protruding above the runway centerline, except for allowable objects necessary for air navigation or aircraft ground maneuvering purposes.
68. **Runway safety area (RSA)** means the surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway.
69. **SASO or Specialized Aviation Service Operator** means single service providers or special fixed-base operators performing less than full services, as defined by the Federal Aviation Administration.
70. **Service and Delivery Vehicles** means those vehicles operating on the AOA which pick up and deliver air cargo and airport supplies.
71. **Shall** means mandatory and not discretionary.

72. **Special Event** means an Activity which does not comply with these Rules and Regulations or which, although it may comply with these Rules and Regulations may require an accommodation by other users of the Airport. Special Event includes, but not limited to, fly-ins, skydiving exhibitions, balloon operations, or non-aeronautical events such as a 5K run.
73. **Staging Area** means an area on the Airport used for launching and recovering UAS.
74. **Sublease** means a lease granted by a lessee to another entity of all or part of a property.
75. **Taxiway** means a path for aircraft connecting runways with aprons, hangars, terminals and other facilities that is used for taxiing aircraft from one part of the Airport to another.
76. **Tenant** means a person or entity who pays rent for the use of land or property from a landlord under lease.
77. **T-Hangar** means an enclosed structure used for the storage of aircraft.
78. **Through-the-Fence (TTF)** means access to the Airport for aeronautical activities from specifically designated Off-Airport Property.
79. **Total off-airport properties** means the aggregate of all eligible off-airport properties, each of which is determined to be an eligible Off-Airport Property by the County.
80. **Tie-down means** the area, paved and/or sod, suitable for parking of aircraft, and/or wherein suitable tie-down points have been located.
81. **UAS** means unmanned aircraft systems also known as unmanned aerial system or unmanned aircraft system and includes all components such as a flight component, remote controller, camera, GPS, software and any other technology needed to conduct its operational purpose.
82. **UAV** means unmanned aerial vehicle which is the flight component of a UAS.
83. **Unauthorized access means** to gain access to the AOA without properly using an airport authorized access control method, an escort or explicit authorization from the Airport Manager to do so.
84. **Unicom** means a nongovernmental communication facility which may provide airport information such as CTAF.
85. **Vehicle** means all conveyances, except aircraft, used on the ground to transport persons, cargo or equipment.
86. **VFR** means Visual Flight Rules which govern the procedures for conducting flight under visual conditions as described in FAR Part 91.
87. **Visual Observer (VO)** means a person who assists the remote pilot in command and the person manipulating the flight controls of a UAS (if that person is not the remote pilot in command) to see and avoid other air traffic or objects aloft or on the ground.

88. **VSFPC** means Virginia Statewide Fire Prevention Code.

89. **WADO** means Washington Airports District Office of the FAA.

C. AIRPORT OPERATIONS

The Airport will be open to all aircraft 24 hours a day, every day of the year, provided that the Airport may be closed when either the County of Accomack or the Airport Manager determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no longer exists. The FBO and Aeronautical Operators are not required to be open at all times the Airport is open. Meteorological conditions at the Airport shall be determined by those measurements taken by the AWOS installed at the Airport.

D. AIRPORT MANAGER

The Airport Manager is responsible for the overall management and operation of the Airport. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard both the County of Accomack property and the public at the Airport and to oversee all Airport operations for compliance with these Regulations and Standards. The Airport Manager will use reasonable efforts to coordinate tenant activities to avoid conflict.

E. RULES AND REGULATIONS

All operation 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 Virginia Department of Aviation, the Commonwealth of Virginia, the NFPA, and the Virginia Statewide Fire Prevention Code which are made a part of these Rules and Regulations and any statute, ordinance, law, rule, regulation, order or ruling of any governmental entity with jurisdiction.

F. COMMERCIAL AERONAUTICAL SERVICES

No person or business entity shall engage in a commercial activity on the Airport without obtaining written authorization from the Airport Manager on behalf of the County of Accomack. An application detailing the proposed services must be submitted for consideration. See **Exhibit A**.

G. ACTION ON APPLICATION

All applications will be reviewed and acted upon within 90 days from the receipt of the application.

H. FIXED BASE OPERATORS (FBO)

An FBO is granted the right to operate on the Airport and provide specific multiple commercial aeronautical products, services and facilities in support of services to general aviation, air carrier and military aircraft under a lease agreement with the County of Accomack including but not limited to: fueling services, aircraft sales, airframe and power plant repair facilities, aircraft rental, charter and air taxi services, or flight schools.

I. OTHER COMMERCIAL AERONAUTICAL SERVICES

There may be other commercial aeronautical services whose activities are so varied that their requirement on the Airport will depend on the scope of their operation. In some cases, the only Airport requirement need is access, or for a tie-down space, since all other activities of the business are normally conducted off the Airport. The Minimum Standards and insurance coverage will be determined based upon a detailed application submitted by the person requesting to perform the aeronautical service on the Airport.

J. SASO or Specialized Aviation Service Operator

A person or commercial operator that provides a single commercial activity or limited aeronautical commercial services including but not limited to: aircraft rental or flight training, aircraft charter, aircraft management, sightseeing, aircraft maintenance, avionics or instrument maintenance, aircraft sales, or UAS/Drone operations. The minimum requirements include:

- a. Proof of proper and current certificate issued by the FAA with appropriate ratings to cover the services being offered to the general public.
- b. Proof of Liability Insurance, naming the County of Accomack as additional insured.

K. FLYING CLUBS

Flying Clubs shall be non-profit entities (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 the aircraft must be vested in the name of the Flying Club (or owned ratably by all of its members). The Flying Club shall not conduct charter, air taxi, rental or any other commercial activities.

The Flying Club, with its initial application, shall furnish the County with a copy of its by-laws, articles of incorporation, partnership agreement or other documentation supporting its existence; a roster or list of members, including names of officers and directors; evidence of insurance naming the County of Accomack as additional insured.

L. INSURANCE

1. The Commercial Aeronautical Service Provider shall use only insurance companies which are authorized to do business within the Commonwealth of Virginia.
2. Each Commercial Aeronautical Service Provider shall, at the request of 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 30 days' prior written notice to the Airport Manager on behalf of the County of Accomack of termination or cancellation.
3. Each Commercial Aeronautical Service Provider 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 of Accomack upon reasonable notice.
4. Each Commercial Aeronautical Service Provider shall maintain the following insurance policies:
 - a. Workers Compensation and Employers Liability Insurance as required by the Commonwealth of Virginia.
 - b. General Liability Insurance. This insurance must be written on an occurrence basis, responding to claims arising out of any occurrences that may take place during the policy period. The general liability form shall provide limits of at least the following with no deductible:
 - i. \$1,000,000 each occurrence for bodily injury and property damage.
 - ii. \$1,000,000 each incident for personal and advertising injury.

- iii. \$1,000,000 product-completed operation aggregate.
 - iv. \$1,000,000 general aggregate.
- c. The County of Accomack shall be named as additional insured.
- i. The contractual liability coverage shall include protection for the Commercial Aeronautical Service Provider from claims arising out of the liability assumed under the indemnification provision of these Regulations and Standards.
- d. Business Automobile Liability Coverage as required by the Commonwealth of Virginia.
- e. Hangar Keeper's Liability Insurance. Hangar Keeper's legal liability coverage shall include protection for those Lessees operating a hangar storage or aircraft maintenance/repair service to a limit of at least \$500,000 each occurrence. The County reserves the right to adjust the coverage/limits if needed.
5. Any person providing an Aeronautical Service to the public under the supervision of, or pursuant to an arrangement with, a Commercial Aeronautical Service Provider shall not be required to obtain the insurance described above if the insurance policy or policies of the Commercial Aeronautical Service Provider covers that person to the same extent and in the same amount as the applicable insurance policy described above for the Commercial Aeronautical Service Provider. The Commercial Aeronautical Service Provider shall provide a Certificate of Insurance indicating the applicable coverage that applies.
6. Insurance for aircraft licensed in Virginia shall be in accordance with the Code of Virginia, §5.188.1-6

M. REPORTING REQUIREMENTS

In order to promote and maintain safety at the Airport 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 shall be reported to the Virginia State Police and the Airport Manager. An Accident Reporting Form is attached as **Exhibit B**. If the accident or incident report is required under 49CFR830, a copy of that information may be submitted to the Airport Manager in lieu of the form in **Exhibit B**.

N. GROUND VEHICULAR TRAFFIC AND PARKING

1. Only authorized fire-fighting equipment, ambulances and emergency vehicles may drive on other than established streets, roads and designated parking areas on the Airport, unless special permission has been granted by the Airport Manager. Private vehicles shall not be left unattended on the AOA or on the grass adjacent to this area. Designated parking areas are the paved or graveled lots outside the Airport security fence. Nothing in this section shall be construed to prohibit the FBO or Aeronautical Operators from using vehicles to transport supplies to hangars but the vehicles shall not remain on the AOA after the supplies have been delivered to the hangar.
2. Individual aircraft owners and pilots who own or rent hangar spaces at the Airport may drive to their aircraft and may park their private vehicles at their own risk in their rented hangars in the absence of their aircraft. No unauthorized vehicle shall be left unattended in the AOA.

O. VEHICLE RULES AND REGULATIONS

1. All vehicles other than those owned or operated by based aircraft owners are required to obtain authorization from the Airport Manager or Airport personnel before entry onto the AOA.
2. All operators of privately owned vehicles are required by the County of Accomack to have a valid operator's permit for a motor vehicle as required by the Commonwealth of Virginia before operating such vehicle on the Airport property.
3. General Vehicle Regulations
 - a. No person shall operate a motor vehicle on the apron or taxiway at a speed in excess of 15 MPH, except during emergency response.
 - b. No person shall operate a motor vehicle on the AOA when such vehicle does not possess valid license tags required by the appropriate authority.
 - c. The driver of any motor vehicle operated on the Airport must at all times comply with any lawful order, signal or directive of an authorized representative of the Airport.

- d. No motor vehicle shall be operated on the Airport if it is so constructed, equipped or loaded as to endanger persons or property.
- e. No person shall park a vehicle on the Airport other than in the area specifically established by Airport Management for parking.
- f. All motor vehicles shall be equipped with headlights and one or more red taillights; the headlights to be of sufficient brilliance to assure safety in driving at night, and all lights shall be kept lighted after sunset unless the vehicle is in a designated parking area.
- g. No person shall operate a motor vehicle on the Airport in a reckless manner or at a speed that will preclude collision with any other property or persons in the area.
- h. Emergency conditions existing on the Airport will not mitigate or cancel any existing rule. During such conditions every driver of any motor vehicle shall make certain that his vehicle does not move in any direction which could interfere with any authorized operation necessary for the effective control of the emergency.
- i. Any equipment that is not needed for repair or construction of the runway or taxiway shall not be parked within an FAA defined safety area (such as Object Free Zone (OFZ), Runway Safety Area (RSA), or other defined safety areas). Parking of equipment on the Airport during hours when repairs or construction is not in progress shall not be within the Object Free Area as defined by the FAA. During hours of daylight such equipment shall be marked by flags not less than three feet square made of alternating one-foot squares of white and international orange cloth and during hours of darkness by obstruction lights when applicable.

4. Right-of-Way Between Vehicles:

- a. Emergency vehicles shall have the right-of-way over all other motor vehicles operating on the Airport.
- b. Fuel tenders shall have the right-of-way over other vehicles on the apron.
- c. Maintenance and construction vehicles shall have the right-of-way when operating within routes specifically designated by the Airport Manager in

each instance of repairs or construction requiring several movements within a short period of time, or during any extensive construction.

5. Right-of-Way Between Motor Vehicles and Aircraft:

- a. With the exception of emergency vehicles operating under emergency conditions, all vehicles shall relinquish right-of-way to any aircraft moving under its own power.
- b. With the exception of emergency vehicles operating under emergency conditions, all vehicles shall pass to the rear of any aircraft moving under its own power.
- c. With the exception of emergency vehicles operating under emergency conditions, all vehicles shall pass to the left side of any aircraft moving under its own power.

P. CONSEQUENCES OF NON-COMPLIANCE WITH SAFETY PROCEDURES

1. Any tenant or contractor, or any of their employees, agents, or licensees of the County of Accomack who violates any of the procedures for safe and orderly access to and operation on the AOA by ground vehicles may be denied vehicle access to the airfield.
2. All aircraft owners/operators operating ground vehicles at the Airport shall be familiar with the Rules, Regulations and Minimum Standards, and the FAA's Guide to Ground Vehicle Operations and agree to abide by such Regulations and Standards.

Q. AIRPORT SECURITY

GATE CARD ACCESS

Access to airport facilities through the perimeter security fencing system, including the slide and pedestrian gates, shall be subject to County policy relating to security issues, which may be amended as necessary.

PEDESTRIAN, PASSENGERS AND SIGHTSEERS

The FAA has determined that employees of airports, airport tenants and contractors, who have access to the AOA of the Airport, are in positions where their actions can

have critical impact on the safety and security of the traveling public. In order to protect persons and property no unauthorized personnel shall be allowed in the AOA.

R. ADVERTISING SIGNS

No signs or other advertising shall be placed or constructed upon the Airport, Airport entrance roads, or on any building, or structure or improvement thereon without prior written approval of the Airport Manager. All signs or advertising media shall be kept in good repair and neat appearance and shall meet all size and location requirements specified by the County of Accomack.

S. AIRCRAFT OWNER SELF SERVICE

1. Nothing contained herein shall prevent any person operating aircraft on the Airport from performing any services on its own aircraft, with its own employees, (including, but not limited to maintenance, repair and fueling), which it may wish to perform, subject to these Rules and Regulations.
2. All repairs to aircraft or engines other than specified in FAR 43, Preventive Maintenance paragraph A43.C, made by the aircraft owner or Aeronautical Operators shall be made in an enclosed leased area and shall not be made on any part of the landing area, taxiways, fueling or service areas.
3. Minor maintenance and minor repairs shall be made in the spaces or areas designated on the apron for such purpose by the Airport Manager. See **Exhibit C**. Best management practices for spill prevention and the handling and removal of all fluids used for maintenance and repairs
 - a. shall be the responsibility of the tenant or transient aircraft owner performing such tasks in the designated areas.

T. SPECIAL EVENTS

1. Any person wishing to sponsor a Special Event such as an Air Show or other Aeronautical Activity that would limit access to the runway or taxiways, or may require an accommodation by other users of the Airport shall submit a Facility Use Permit Application (**Exhibit D**) and obtain the prior written approval of the County of Accomack. The Airport Manager shall require such safeguards as he/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 a waiver/authorization to the FAR's issued by the FAA. In accordance with 49 U.S.C. §47107(a)(8), implemented by Grant

Assurance 19.a, *Operation and Maintenance*, any proposal to temporarily close the Airport for non-aeronautical purposes must be approved by the FAA. The County of Accomack may establish and charge reasonable fees for Special Events.

2. In the event any person or operator desires to conduct a Special Event at the Airport on the basis of a single usage, then the person shall submit an application 90 days prior to the event to the Airport Manager on behalf of the County of Accomack and shall provide the following:
 - a. A temporary tower if required by FAA Regulations.
 - b. Operate in the space designated by the Airport Manager on behalf of the County of Accomack and not interfere with other operations at the Airport.
 - c. Insurance naming the County of Accomack as additional insured as follows:
 - i. For events other than an air show, the operator shall provide insurance in single limit coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence for property damage. If the operator intends to conduct an air show or intends to conduct any aerobatics, then the operator shall provide insurance at least equal to the County of Accomack's limit of liability insurance.
 - d. In the event the operator desires to conduct aerobatics, then it shall conduct those activities in the areas designated by the Airport Manager on behalf of the County of Accomack and as approved by the FAA.
 - e. The operators shall provide adequate personnel for parking at the Airport and, if necessary, will make arrangement for law enforcement personnel to provide for traffic control.
 - f. In its application, the operator shall provide an estimate of the number of people expected to attend and, at its own expense, provide rest room facilities (in addition to the public restrooms in the Terminal Building) for the estimated number of people expected to attend the activity.
 - g. All fuel sales for aircraft associated with the special activity shall be purchased from the County of Accomack and/or FBO and no outside fuel sales shall be permitted.

U. CONSTRUCTION ON THE AIRPORT

1. Construction contractor's equipment and personnel vehicles will be marked in accordance with the guidelines established in FAA Advisory Circular 150/5370-2C or its latest revision, Operation Safety on Airports During Construction, Section 9 – Vehicles on Airport.
2. During periods of construction activity within 125 feet of the runway edge, the Airport Manager requires that a radio operator be on the construction site with a two-way radio. The operator's function is to control and direct the movement of the construction equipment via information from the Airport Manager.

SECTION II. AIRCRAFT OPERATIONS

RESPONSIBILITIES

1. Operation of all aircraft at the Airport shall be done in a safe and responsible manner and in compliance with these Regulations and Standards, a copy of which will be maintained in the pilot briefing area inside the Terminal Building and by each Aeronautical Operator. Each person operating an aircraft is responsible for the safety of its operation and for the safety of others exposed to such operation.
2. Any aircraft, to include UAS, which is based at the Airport or operated by an Off-Airport Access Agreement, shall be currently registered and insured in accordance with all applicable Federal and State statutes including, without limitations, Title 5.1 of the Code of Virginia, and local ordinances, as the same may be amended from time to time.
3. Each aircraft renting a tie-down space on a monthly basis shall be assigned a specific tie-down and a signed Monthly Tie-Down Agreement shall be required. No person shall take or use any aircraft anchoring, or tie-down facilities when such facilities are already in actual use or rented by another person.

A. COMMUNICATIONS

The Airport is served by a Unicom radio that is manned by the FBO during regular published hours. All pilots of aircraft having radio equipment permitting two-way communications should contact the Airport Unicom to obtain Airport advisory information and announce their intentions when within ten miles of the Airport. All pilots are also encouraged to maintain a listening watch on the frequency 122.8 at the Airport when operating within a 10-mile radius. All departing aircraft having radios should announce on the Unicom their intentions and the runway to be used for departure. For further guidance see FAA AC 90-66B for non-towered airport flight operations.

C. UNSAFE AIRPORT CONDITIONS

In the event the Airport Manager determines that conditions at the Airport are unsafe for landings or takeoffs, a NOTAM shall be initiated to close the Airport, or any portion thereof, for a reasonable period of time or until those unsafe conditions can be corrected or no longer exist.

D. REMOVAL OF DERELICT AND ABANDONED AIRCRAFT

In the event any aircraft is wrecked or derelict to the extent that it cannot be moved under its own power, the pilot shall immediately notify the Airport Manager, the aircraft owner and regulatory authorities. Subject to governmental investigations and inspections of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative, shall as soon as reasonably possible obtain the necessary permission for removal of said aircraft from all landing areas, taxiways, ramps, tie-down areas and all other traffic areas, and park or store said aircraft in an area designated by the Airport Manager. If the owner of the aircraft fails for any reason to remove the wrecked or derelict aircraft from the AOA or Airport as requested, the Airport Manager may cause the removal and storage or disposal of the wrecked or damaged aircraft at the sole expense of the aircraft owner.

In the event that any aircraft is abandoned or disposed of on a public-use airport in a wrecked, inoperative, or partially dismantled condition, or if an aircraft that has remained in an idle state on premises owned or controlled by the operator of a public-use airport for sixty (60) calendar days or more, the County of Accomack has the right, after all reasonable means of contact have been exhausted, to remove, acquire or dispose of the abandoned aircraft

E. AIRCRAFT PARKING

No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than that which is prescribed by the Airport Manager and is not prohibited by these Rules and Regulations.

1. Aircraft pilots, owners or agents shall properly secure their aircraft while parked or stored. Aircraft pilots, owners or agents are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Aircraft pilots, owners or agents 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, pilots, or agents of all aircraft shall be held solely responsible for any damage or loss resulting from the failure of such owner, pilot or agents of such aircraft to comply with these Regulations and Standards.

2. All cargo shall be loaded and unloaded in the leased areas of those Aeronautical Operators who provide that aeronautical activity.

F. TRAFFIC PATTERNS

The following are recommended operations and procedures. Further guidance can be found in FAA AC90-66B for non-towered airport flight operations.

1. All aircraft operating into and out of the Airport are encouraged to follow any noise compatibility procedures, as may be established from time to time, for flying over noise sensitive areas. All aircraft should adhere to the approved Airport traffic pattern. See **EXHIBIT G**.
2. The traffic pattern altitude for the Airport is 400 feet for UAS, 550 feet AGL for ultralights, 850 feet AGL for single-engine and multi-engine piston aircraft, and 1050 feet AGL for turbine aircraft.
3. The traffic pattern for aircraft is standard left hand for all runways.
4. Helicopter traffic pattern is 500 feet AGL standard right-hand pattern. Air taxiing is permitted only over runways, ramps and taxiways. Helicopter operators should operate so as to minimize rotor downwash on the ramp or they should be required to be towed to the taxiway before starting the engine.
5. The only State licensed landing area is the runway. All takeoffs and landings by powered aircraft shall only take place on the paved runway. No grass operations are allowed by fixed wing aircraft. UAS and other similar aeronautical vehicles shall receive approval from the Airport Manager to operate in other areas on the airfield. Launch and recovery operations shall remain clear of all safety areas.

All aircraft taxiing to and from the runway shall be on the paved taxiways.

G. FIRE PREVENTION

The authority for all fire prevention at the Airport shall be the Virginia Statewide Fire Protection Code and the latest edition of NFPA 407 including all NFPA Standards reference in 407.

1. No aircraft shall be fueled or defueled while in a hangar or other enclosed place. Fueling or defueling shall be done in such a manner and with such equipment that adequate connections for electrical bonding shall be continuously maintained.
2. Cleaning of aircraft parts and other equipment shall be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, selecting cleaning materials with the highest flash point available shall be

used (NFPA 410-7.1.4). Special precautions shall be taken to eliminate ignition sources in compliance with the recommendations of the NFPA. Limited quantities of flammable liquids shall be stored in Underwriters Laboratory (U.L.) approved containers, stored by type and away from any ignition source. No hazardous material of any kind shall be stored in any hangar.

3. All hangar and shop floors shall be kept clean and free of oil, gas and other flammable substances. No volatile, flammable solvent or other hazardous material shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any hangar or building on the Airport in such a manner as to create any fire hazard. Rags soiled with flammable substances shall only be kept in listed containers with a self-closing lid that shall be emptied daily (VSFPC 304.3.1).
1. No person shall smoke or produce any open flame within 50 feet of any fueling facility.
2. All persons using the Airport area or the facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.
3. Fuel services shall be administered by an authorized FBO attendant using the proper safety equipment. Individuals or Aeronautical Operators refueling their own aircraft from their own containers must comply with NFPA 407.
4. No person shall have the right to sell fuel on the Airport except the County of Accomack. When selling fuel, the County of Accomack will do so using its own employees and resources and will not sell fuel through an independent contractor or management company.
5. The following general rules shall be followed in connection with the fueling of any aircraft:
 - a. A portable properly classed fire extinguisher shall be readily available and in the vicinity of the fueling operation.
 - b. Fueling and defueling in the hangars is prohibited.
 - c. Applicable aircraft bonding requirements shall be followed.
 - d. All funnels and fueling apparatus shall be metal and shall be bonded to the aircraft.

- e. Fueling personnel shall not carry lighters or matches on their person while engaged in fuel servicing operations.
- f. Where applicable, all electrical equipment used in the fueling operation shall be U.L.
 - i. approved and all equipment shall be approved by the State Fire Marshall's local office.
- g. All fueling operations shall comply with requirements of the Virginia Statewide Fire Protection Code and the current edition of NFPA 407 including all NFPA Standards referenced in 407.

H. OTHER AERONAUTICAL ACTIVITY

Any person wishing to use the Airport for other non-commercial aeronautical activities including but not limited to, a parachute drop, launch and recover gliders or sail planes (motorized or non-motorized), hang-gliding, skydiving and UAS operations shall obtain the prior written approval of the Airport Manager.

The only State licensed landing area is the runway. Operations that require use of other areas of the airfield must be approved in advance by the Airport Manager and can only be conducted in areas that are clear of the Airport's safety areas.

The Airport Manager shall require such safe guards as he/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, and licensing, permitting and insurance policies required by Title 5.1 of the Code of Virginia. The County of Accomack may establish and charge reasonable fees for this activity.

Events that only require the use of the Terminal Building facilities during normal business hours may be exempt i.e., Boy Scout Aviation Badge events. These requests will be evaluated on an individual basis.

I. ASSIGNED AREAS

No aeronautical operator shall occupy any common use areas except as authorized by these Regulations and Standards or by the County of Accomack.

J. HANDLING AND STORING HAZARDOUS ARTICLES AND MATERIALS

1. Hazardous Materials

The County of Accomack is not a material-handling agent at the Airport. Hazardous material, including explosives, corrosives, and radioactive materials shall be handled, stored, and transported to and from the Airport by the aeronautical operator in accordance with the hazardous material specifications adopted by their company, in accordance with applicable Federal and State Regulations.

2. Fuel and Fueling Operations

- a. The County of Accomack is the fueling agent on the Airport.

The County of Accomack, the fueling agent which dispenses fuel involving the public, has adopted acceptable training standards for fueling safety practices as contained in the Airport Rules and Regulations, the Virginia Statewide Fire Protection Code, and guidance contained in NFPA 407, Standard for Aircraft Fuel Servicing and AC 150/5230-4, Aircraft Fuel Storage, Handling and Dispensing on Airports.

K. 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 of Accomack. A copy of such Rules and Regulations as currently in force shall be available at the office of the Airport Manager.

SECTION III. UAS SASO MINIMUM STANDARDS AND UAS OPERATIONAL RULES AND REGULATIONS

A. General

The drone or Unmanned Aircraft Systems industry is expanding rapidly. New flight and system techniques, operational rules and regulations regarding remote crew and aircraft certification, flight procedures, limitations, and airspace integration continue to evolve. Accomack County Airport is committed to support UAS operations with the understanding that UAS operations, testing and research and development are important to the state, local and national economies. The Airport and the County will monitor the evolving procedures and regulations under which UAS operate to ensure that, as a minimum, UAS operators comply with all registration, certification, waivers and safety requirements and ensure they maintain appropriate levels of financial responsibility when operating on the Airport.

B. Responsibilities

It is the Airport Manager's responsibility to ensure that all UAS operators are properly qualified, certified and licensed to operate to, from or on Accomack County Airport and follow all airport ground safety rules, regulations and procedures.

It is the UAS operator's responsibility to abide by all federal registrations, certification and operational rules, regulations and procedures as well as all rules and regulations and minimum standards Accomack County Airport has herein for based Unmanned Aircraft System operators and their operations on the Airport.

C. Minimum Standards

1. General

a. An Unmanned Aircraft System SASO is an entity engaged in the research and development, manufacturing, testing, maintenance, operation and/or integration of UAS into controlled federal airspace.

b. This activity may also provide UAS flight and systems training to include integration of UAS operations into federal airspace during most weather conditions

c. A UAS SASO is registered with the Federal Aviation Administration (FAA) and may have current waivers or Certificates of Authorization to conduct its UAS operations.

2. UAS SASO shall meet the following minimum standards

a. Ground space and improvements. The SASO shall lease from the County sufficient facilities or an area of land upon which will be erected hangar(s) and/or building(s) (or sublease a facility from another commercial aeronautical activity) to:

- (1) Provide for a business office and a customer lounge that shall be properly furnished, heated, air conditioned and lighted with restrooms for customer use. The customer lounge shall include a customer debriefing area and classroom and have direct airside access for customer use and direct landside access to customer parking; and
- (2) Provide for a paved area with paved access to airport taxiways in numbers to support the demands of its business; and
- (3) Provide or lease hangar space with paved access to taxiways sufficient in number to accommodate its UAS and aircraft.

3. Scope of Service. The SASO

- a. Shall have in its employ, sufficient personnel to conduct its business.
- b. Shall have its premises open and services available to meet its customer's demand.
- c. Shall have a designated UAS Airfield Manager whose responsibility will include coordinating all flight activity with the Airport Manager, or her/his designee, who shall be employed by the County of Accomack and familiar with UAS airport and flight requirements and operations and ensure that appropriate Notice to Airmen are posted before UAS begin operating on and in the vicinity of the Airport.
- d. Shall designate at least one employee point-of-contact to receive calls on his/her owned phone from customers, Accomack government officials and the general public a minimum of eight hours a day, five days a week.
- e. Shall Comply with Federal Aviation Regulation Part 107 with Certificates of Authorization or Waiver (COAW) appropriate for the type of operations.
- d. May engage in research and development, manufacturing, testing, maintenance, operation and integration of UAS into controlled federal airspace using its own or its customer's UAS.

4. Customer's UAS registration required

- a. The UAS SASO shall confirm their customer's UAS registration before UAS airport operations, to include before the erecting of launch systems, commence.
- b. UAS Registration will include the UAS make, model and predominant color(s) as well as their weight and Identification number(s) and the UAS owner's name and contact information.

5. Insurance coverage

- a. The SASO's insurance provider shall provide and maintain on file with the County of Accomack current certificates of insurance providing a minimum of two-million dollars (\$2,000,000) Combined insurance and two-million dollars (\$2,000,000) UAS policy in addition to other insurance coverage required by these Rules, Regulations and Minimum Standards.
- b. The SASO's customers shall be required to insure their owned or leased UAS and/or aircraft and have certificates of insurance delivered to the Airport Manager

that shall meet or exceed Airport UAS insurance requirements before the operation of the customer's UAS or aircraft.

D. UAS Operational Rules and Regulations

1. Identifying UAS by category. According to the U.S. Department of Defense, UAVs (and UAS) are classified into five categories, as shown in Table 1, below.

Table 1: UAVs Classification according to the US Department of Defense (DoD)				
Category	Size	Maximum Gross Takeoff Weight (MGTW) (lbs)	Normal Operating Altitude (ft)	Airspeed (knots)
Group 1	Small	0-20	<1,200 AGL*	<100
Group 2	Medium	21-55	<3,500	<250
Group 3	Large	<1320	<18,000 MSL**	<250
Group 4	Larger	>1320	<18,000 MSL	Any airspeed
Group 5	Largest	>1320	>18,000	Any airspeed

*AGL = Above Ground Level
 **MSL = Mean Sea Level
 Note: If the UAS has even one characteristic of the next level, it is classified in that level.
 Source: "[Eyes of the Army](#)(link is external)" U.S. Army Roadmap for UAS 2010-2035

2. Launch sites and Traffic pattern. UAS may use the Airport-designated Staging Areas and traffic patterns, as applicable, when departing or arriving UAS to/from the Airport.

3. Qualification, registration and operational notifications required. So that Airport Management can coordinate and post Notices to Airmen (NOTAMs) and post courtesy notices on the airport's main gate and terminal building doors or other desirable locations, all UAS operators shall submit by hand or e-mail the following documents to the Airport Manager for his/her review and file 48 hours in advance of all UAS operations.

a. Copies of UAS registrations and all standard and blanket certificates of Authorization/Waiver (COAW) for UAS based or operating on, to or from the

Airport. Registrations shall include the UAS dominant colors, gross weight, registration number and owner's name and current contact information.

b. Certifications and licenses for all UAS crew members who operate on, to or from the Airport.

c. Date, time period and general description of UAS operational plans for the preparation and submittal of a Notice to Airmen (NOTAM) to the FAA by the Airport staff.

4. UAS operations shall not at any time create safety hazards, air traffic congestion or interfere with normal ground or flight operations of based and itinerant aircraft. Furthermore, UAS operations to, include launch systems, shall not interfere with the operations of any FBO or SASO or area of land they lease.

5. Each UAS will have a flight crew appropriate to fulfill the operators' responsibilities, and includes a pilot-in-command (PIC) and a visual observer (VO). Each PIC shall control only one UAS. This does not preclude the possibility of a formation of UAS (with multiple pilots) or a "swarm" (one pilot controlling a group of UAS) from transiting the NAS, provided the formation or swarm is operating under a COAW.

6. Autonomous operations are not permitted. The PIC shall have full control with assistance from qualified spotters and override authority to assume control of a UAS at all times during normal UAS operations within the Airport traffic area.

7. The UAS Operator's representative or Airfield Manager shall coordinate all operations and receive approval from the Airport Manager 48 hours in advance of any operation. The Airport Manager will identify specific site locations for all necessary personnel and equipment related to the operation of UAS to ensure compliance with the Airport's licensing requirements.

8. The UAS Operator shall minimize the time, equipment and personnel that are required to launch a UAS from the Airport and shall remove all unnecessary equipment and vehicles used by the operator to launch a UAS. The purpose of which is to free up taxiways and the runway for normal aircraft traffic.

E. Airport Runway

As stated above, Group 3, 4 and 5 UAS may use the Airport runway for all takeoffs and landings. Grass operations are not authorized.

F. General UAS operations within the Airport area

UAS must comply with provisions of § 91.127 unless otherwise authorized by the jurisdictional ATC facility.

To enhance safety of flight, Group 1, 2 and 3 UAS operations outside of the traffic pattern in the vicinity of the Airport should be conducted generally southeast of the Airport. UAS operators holding valid COAW, MOUs and LOAs that specifically authorize operations beyond the purview of FAR 107, are reminded to operate accordingly in a safe manner away from airport traffic in the Class E airspace over and around the Airport.

Recommended traffic pattern. The recommended traffic pattern altitude for all UAS using the PPT/w is 400' AGL or an altitude below 400' AGL that does not create a danger to people, vehicles and property on the ground and allows the UAS observer continuous line-of-site visual contact. Entering or departing the traffic pattern should be made with the flow of other air traffic. UAS using the airport runway should maintain an altitude that corresponds to the type of manned aircraft it relates to. (See the sketch at **Exhibit G.**)

All UAS operators operating vehicles, trailers and launch platforms shall remain at all times on Airport pavement, or in a designated staging area. No vehicle or trailer may be operated on Airport sod in order to prevent Foreign Object Debris (FOD) damage to aircraft.

SECTION IV. T-HANGAR RULES AND REGULATIONS

A. GENERAL

The T-Hangar Lessee herein covenants and agrees that he/she will protect the rights, safety and property of other Lessees by a strict adherence to the following Rules and Regulations for the Airport promulgated by the County of Accomack pertaining to the Accomack County Airport.

Lessee further agrees to abide by all Rules and Regulations of the Federal Aviation Administration,

Commonwealth of Virginia and the County of Accomack. Violation of any of the following T-Hangar Rules and Regulations shall constitute a violation of the T-Hangar Lease Agreement, and upon proof thereof being submitted to the County of Accomack by any person, shall be a default under this agreement.

The County of Accomack reserves the right to modify these Rules and Regulations from time to time as it deems necessary.

B. SPECIFIC

1. Only aircraft owned or leased by the Lessee are permitted to be stored in the Lessee's assigned hangar space. No subleasing of hangar space is permitted by the Lessee.
2. In an effort to accommodate the maintenance needs of based aircraft in monthly tie-down, the Lessee may submit a Maintenance Request Form (**Exhibit H**) to allow the leased premises to be utilized by a based monthly tie-down aircraft for maintenance purposes only on a limited basis, with the written approval of the Airport Manager. Maintenance requests are limited to one request in a 30-day period in order to avoid the T-hangars from being used as a commercial aircraft maintenance facility. See **Exhibit F**. If extenuating circumstances exist, additional approval may be considered.
3. If a T-Hangar Lessee no longer owns or leases an aircraft, such entity may be permitted to continue to rent the hangar for no longer than six (6) months without owning an aircraft by still complying with the other requirements of the Lease Agreement. Such a request must be received in writing by the Airport Manager on behalf of the County of Accomack within five (5) days from the date that the Lessee no longer owns the aircraft registered under the T-Hangar Lease Agreement. The Airport Manager may approve a request for an extension beyond the six (6) months for the purpose of taking possession of another aircraft. However, such a request must be in writing and received by the Airport Manager before the end of the original six (6) month period and will be evaluated on an individual basis. A violation of this section constitutes an immediate default of the Lease Agreement.
4. The Lessee shall only store an aircraft and its related equipment in the T-Hangar. No vehicle other than an aircraft as defined by relevant FAA Rules and Regulations may be used by the Lessee to satisfy the various requirements of the T-Hangar Lease Agreement. The T-Hangar shall not be used for any purpose other than aviation activities. The County of Accomack has the right to require the removal of any non-aviation related items stored in the T-Hangars other than the incidental items listed below in Item 5.
5. Furniture, freestanding storage bins and/or shelving, or work benches in a T-Hangar are acceptable, if kept in the T-Hangar for the quiet, personal enjoyment of the Lessee. However, if any piece of furniture draws rodent and/or bug infestation into the T-Hangar or surrounding area(s), the Lessee shall be so informed and Lessee shall, within three (3) days of notice, remove any and all affected furniture, and the Lessee may be required to fumigate the area(s) to the Airport Manager's satisfaction.
6. The Lessee's automobile may be temporarily parked directly in front of the assigned T-Hangar so as not to interfere with the adjacent T-Hangar Lessee's taxiing of aircraft as long as the owner of the automobile remains in the immediate vicinity. If the Lessee

intends to remain off the Airport with their aircraft, the Lessee may park their automobile in the assigned T-Hangar in the absence of their aircraft for no longer than 30-days or in the authorized parking area by the Terminal Building. The County of Accomack shall have the right to remove any automobile, at the Lessee's expense, that is parked in an unauthorized area.

7. No aircraft or vehicle of any type shall be parked on the T-Hangar apron overnight, or any time in a way that constitutes a hazard to taxiing aircraft.
8. Snow removal at the Airport, along with other County facilities is based on priority and the resources available. Any snow removal around the T-Hangar buildings shall only be accomplished after the runway, taxiways and apron areas have been cleared.
9. The Lessee shall be responsible for the conduct and actions of any of the Lessee's visitors and invitees to the T-Hangars, and shall not permit such visitors to solicit business from other Lessees at the Airport. All guests shall be escorted by the Lessee while on Airport property and especially when in the AOA.
10. Taxiing aircraft shall have the right-of-way over vehicular traffic at all times.
11. The speed limit on the T-Hangar ramp shall be 10 MPH for both aircraft and vehicular traffic.
12. The Lessee may install at his/her own expense within the T-Hangar a power winch or hand operated winch, and/or one (1) motorized towing vehicle built specifically for the towing of an aircraft, to assist with maneuvering of the aircraft. However, any winch, powered or otherwise, may only be attached to the T-Hangar floor and shall not be attached in any way to the T-Hangar structure. A request must be made by the 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. Upon the request of the Airport Manager, the Lessee shall remove the device and the T-Hangar returned to its original condition upon the termination of the Lease Agreement.
13. The Lessee shall not make any alterations or modifications, including the existing T-Hangar wiring, or install additional outlets or fixtures without a written request, and its written approval from the Airport Manager, which is subject to approval by the County of Accomack. A written request including a drawing that details the alterations, modifications, or additional outlets or fixtures is required for approval. The Airport Manager will coordinate the work requested to ensure that the requested modifications are performed by licensed contractors who meet the insurance requirements and are qualified to perform the work. Cost sharing options, if applicable, will be discussed

and agreed to prior to any approval including any building and electrical permits that may be required.

14. Upon the expiration or termination of the T-Hangar lease, the Airport Manager 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 may 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 prior to vacating the leased premises.

15. Cube adapters, unfused power strips, or any other device not complying with NFPA 70 shall be prohibited (VSFPC 605.4). UL listed, fused power strips connected to the Ground Fault Interrupter (GFI) outlet provided shall be allowed. Power strips may not be plugged into each other or extension cords. Extension cords (flexible cords) shall not be used as substitute for permanent wiring. Extension cords and flexible cords shall not be affixed to the T-Hangar structure; extended through walls, ceilings, floors, under doors, or floor coverings, and shall not be subject to environmental damage or physical impact (VSFPC 605.5). The use of 12- gauge extension cords is recommended.

16. The Lessee shall be responsible for keeping the T-Hangar in a neat and orderly fashion.
 - a. Accumulation of rubbish, trash, rags, cans, grease, food items, gasoline and other combustible material in or about the T-Hangars is prohibited. The Lessee shall keep the T-Hangar clean at all times, and shall be subject to inspection by the Airport Manager or the State Fire Marshall's designated representatives at any time. If a fire or accident hazard is found, the Lessee shall be so informed and shall within three (3) days of this notice, clean the T-Hangar to the Airport Manager's satisfaction.

17. Cleaning of aircraft parts and other equipment shall be done with non-flammable cleaning agents or solvents. When the use of flammable solvents cannot be avoided, selecting cleaning materials with the highest flash point available shall be used (NFPA 410-7.1.4). Special precautions shall be taken to eliminate ignition sources. Limited quantities of flammable liquids shall be stored in Underwriters Laboratory (U.L.) approved containers, stored by type and away from any ignition source. No rags soiled with flammable substances, or hazardous material of any kind shall be stored in the T-Hangar.

18. Annual T-Hangar inspections will be scheduled and conducted by the County of Accomack, its representatives, or the Virginia State Fire Marshall's Office. Monthly

visual inspections of the fire extinguishers in the T-Hangar will be conducted by the Airport's maintenance personnel.

19. At the termination of the T-Hangar Lease Agreement, the Lessee shall leave the T-Hangar in a broom-clean and orderly condition, reasonable wear and tear excepted.
20. No welding, media blasting, painting or stripping of existing paint within the T-Hangar shall be permitted. All aircraft shall, however, be maintained in airworthy condition at all times while occupying the leased T-Hangar. This includes, but is not limited to, all required inspections for legal flight. Any maintenance operations deemed to be unsafe or damaging to airport property are excluded and at the discretion of the Airport Manager. Minor spot paint repairs and minor corrosion control can be conducted in the T-Hangar. The Lessee will be responsible for cleaning any overspray of paint on the T-Hangar, or any migrating paint in an adjoining T-Hangar, including other affected aircraft.

Default Resolution. Default is defined as any portion of rent payment due which is more than 30 days past the invoice date. If a Lessee has any portion of rent payment more than 30 days overdue, the County of Accomack shall contact the Lessee in writing notifying them that their lease will be terminated in 30 days if payment is not received. If any payment becomes more than 60 days overdue, the Lease shall immediately be terminated. The County of Accomack shall remove the Lessee's aircraft and secure it on the ramp at the Lessee's expense. All other items will be removed and stored at the Lessee's expense for 30 days. After 30 days all items with the exception of the aircraft shall become the property of the Accomack County Airport. Aircraft will be held by the County of Accomack and released to the Lessee once full delinquent payment is received.

SECTION V. OFF-AIRPORT ACCESS

A. GENERAL

According to Sec.1.4 of FAA Advisory Circular 150/5190-7:

a. The obligation to make an airport available for the use and benefit of the public does not require the Airport sponsor to permit ground access by aircraft from adjacent property. Through the fence arrangements can place an encumbrance upon the Airport property and reduce the Airport's ability to meet its federal obligations. As a general principal the FAA does not support agreements that grant access to the public landing area by aircraft stored and serviced off-site on adjacent property.

In some cases, however, the Airport sponsor may opt to grant through-the-fence access, but it should do so on a case-by-case basis and only when the Airport retains its ability to

meet its Federal obligations. To minimize the possibility of conflict between a through-the-fence agreement and the Airports' ability to meet its Federal obligations, the Airport sponsor must retain the legal right to require the off-site property owner or party granted access to the Airport to conform in all respects to the requirements of any existing or proposed grant agreement or Federal property conveyance obligation. This includes requirements to ensure operating safety and equitable compensation for use of the Airport. Special safety and operational requirements should be incorporated into any access agreement to ensure that the through-the-fence access does not complicate the control of vehicular and aircraft traffic or compromise the security of the airfield operations area.

B. STANDARDS

The following minimum standards shall be used in each case to draft an Off-Airport Access Agreement with an Off-Airport User desiring to access the Airport from an adjacent property. Notwithstanding the provisions herein, the Board of Supervisors of Accomack County shall retain the authority to approve Off-Airport Access Agreements and Off-Airport Access Permits with terms that deviate from the Regulations and Standards in this Article V and/or the terms set out in Exhibits I, J, and K, provided the Board determines that such deviations promote the public health, safety and welfare and do not compromise the safe and lawful operation of the Airport in accordance with state and federal laws, regulations, policies and guidance.

C. THE OFF-AIRPORT ACCESS APPLICATION PROCESS EXPLAINED

(1) The process is somewhat time consuming, but once completed will serve the interests of an Off-Airport User and the County/Airport.

(2) As the legal owner, operator and sponsor of Accomack County Airport, the County of Accomack may request and receive certain federal funds and Commonwealth Airport Funds to off-set the cost of eligible airport development projects. In return, the County must execute grant agreements that require the County to assure it follows mandates of the Federal Aviation Administration and Commonwealth of Virginia.

(3) The Airport maintains operational Rules and Regulations and Minimum Standards in this Section that establish requirements for those entities wishing to be granted the privilege of entering Airport property from off-airport properties that adjoin the Airport so that it can comply with all federal grant assurances.

(4) This section spells out the details of what is expected of a potential Off-Airport User and the County as the potential Off-Airport User pursues permission to access the Airport from an off-airport property and begins to operate.

(5) As with most business dealings, especially those that can set precedence and create misunderstandings, the County/Airport must collect information from an Applicant with which to craft an Off-Airport Access Agreement. The information gathered from the Applicant through his/her completion and submittal of an Off-Airport Access Permit Application ("Application") (**Exhibit J**) that will ultimately be executed between the Applicant and County will be used to craft an Off-Airport Access Agreement designed to address the basic business of Off-Airport access also known commonly as through-the-fence (TTF) operations.

(6) An Off-Airport Access Agreement will be drafted by the County; a meeting will be scheduled to discuss the draft Agreement and subsequently a final draft Agreement will be prepared for approval by the County of Accomack Board of Supervisors (BOS).

(7) Once the Agreement is executed by the Applicant and County, the County will issue an Off-Airport Access Permit, which will reinforce parts of the Off-Airport Access Agreement and state such things as the annual fee payment schedule and housekeeping issues, that will already have been made known to the Applicant during the Off-Airport Access Agreement meeting (no surprises, but now in writing).

(8) The Applicant is encouraged to read the Airport Rules, Regulations and Minimum Standards, especially this Section V to become familiar with TTF requirements especially when the Off-Airport User seeks to operate a Commercial Aeronautical Activity on an off-airport site.

(9) The County and Airport staffs are always willing to discuss or answer any questions you may have.

D. ACCESS TO AIRPORT BY OFF-AIRPORT USER

(1) Access to the Airport is only granted to Off-Airport Users subject to the terms and conditions of:

(a) This section;

(b) The access permit granted to each off-airport user; and

(c) An access agreement executed between the County of Accomack (County) and an Off-Airport User. The access right shall be for the purpose of allowing the Off-Airport User to conduct aeronautical activities and aircraft operations on the access area of the Off-Airport User's Off-Airport Property, so that the Off-Airport User will have access to Airport's taxiways, runways, and other airport property. The access right granted under this section is revocable and shall be subject to the terms and conditions of an access permit issued and access agreement executed pursuant to this section.

(2) Any unauthorized access to airport property either by foot, vehicle or aircraft is expressly prohibited. The Airport Manager is charged with the responsibility to safeguard the Airport by constructing and maintaining at all times a fence or other form of barrier sufficient to restrict unauthorized pedestrian, vehicle or aircraft access to and from airport property. If access to the Airport from an Off-Airport Property is not authorized by the County for any reason (including, without limitation, for breach by an Off-Airport User of an access permit and/or access agreement) and the County constructs or places a fence or other barrier to prevent access to the Airport from an Off-Airport Property, the Off-Airport User shall, as a condition precedent to regaining access to the Airport, reimburse the County for all costs incurred by the County in constructing or placing and in removing the fence or other barrier.

(3) Any access permit is issued in the County's sole discretion. Any access permit is subject to the initial and ongoing approval and consent by the FAA and by DOAV, and is subject to the terms, conditions and requirements of any existing or future grant agreement(s) or grant assurance(s) at or in connection with the Airport, and may be revoked, terminated or canceled

immediately if any such access permit(s) is in violation of any such grant agreement(s) or grant assurance(s) or any FAA or DOAV policy, rule, permit, standard, or regulation, or any local, state or federal law, policy, rule, permit, standard, or regulation, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded.

(4) The County, by and through the Airport Manager, may issue an access permit in the form approved by the Airport Manager, provided that such form shall comply with the terms of this section but may include additional terms and conditions as approved by the County, or the Airport Manager, in the County Board of Supervisors' discretion.

(5) An Off-Airport User shall comply at all times with and abide by all environmental laws, rules, regulations, standards, and policies of any governmental authority, whether federal, state or local, and including, without limitation, the Environmental Protection Agency, the Virginia Department of Environmental Quality, and the County, and shall file any and all reports and provide any such information as may be required by any such governmental authority in connection therewith.

(6) An Off-Airport User shall annually submit, on a date set by the Airport Manager, a property security plan, which conforms to the Airport rules and regulations and minimum standards, in form and content acceptable to, and annually inspected by, the Airport Manager.

(7) An Off-Airport User shall register and affirm the appropriate contact information of the Off-Airport User as required by the Airport Manager. The Off-Airport User shall also register with the Airport Manager all aircraft, to include UAS, stored or based at the Off-Airport Property by providing the Airport Manager each aircraft's registration number ("N" number), make, model, and the aircraft owner's name and contact information. UAS operators shall also provide the predominant color(s) of each UAS as well as their weight and Identification number(s).

(8) Off-Airport User may be required, at the sole cost and expense of the Off-Airport User, to provide a gate access to the Airport from the Off-Airport Property, which shall be approved by the County and shall use County/Airport approved components that are compatible with other airport access security systems. The Off-Airport User shall be responsible for notifying the County Airport Manager of any use of the Access Point gate at least 24 hours in advance. Such notice shall include a briefing between the Off-Airport User's Airfield Manager and the County's Airport Manager, or her/his designee, to discuss specific operational plans and launch and recovery staging locations.

E. SECURITY

(1) The Airport Manager shall always require all pedestrian, vehicular and aviation access between the Off-Airport Property and the Airport to be controlled at all times using manual or automated controlled-access devices, gate operators, closers with automatic locks or other such reliable devices, or any other means of affirmative control acceptable to the Airport Manager, that serves to continually safeguard the Airport from unauthorized access from the Off-Airport Property, and are compatible with airport access security systems. The Airport Manager, or any other authority responsible for operation and safety of the Airport, shall have the right to inspect the Off-Airport Property from time-to-time for conformance with this section and/or the access permit and/or access agreement.

(2) The County, the Airport Manager, or any other authority responsible for operation and safety of the Airport is authorized by this section to take appropriate action to ensure the Airport is safeguarded at all times, including the temporary override of gates, closer and locking of damaged or otherwise found to be inoperable gates and/or doors, or the placement of blockades or other types of barriers or fencing material as needed. Such safeguards, when taken, shall be clearly posted and shall not be removed except as authorized by the County, or the Airport Manager.

(3) All safety and operational rules and regulations established by the FAA, Department of Homeland Security, or DOAV, by any county ordinance, rule, regulation, policy, standard, or permit, or by any other regulatory authority with jurisdiction over the Airport, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded, shall be applicable to each Off-Airport Property.

F. ACCESS TAXIWAYS

(1) An Off-Airport User may, with the County's approval and with any approval as may be required of the FAA, DOAV, or any other regulatory authority having jurisdiction over the Airport and subject to any and all laws, ordinances, rules, codes, regulations, policies, and standards of the County/Airport, whether currently in effect, hereafter adopted, or as may be amended, modified, changed, or superseded, construct, at the sole cost and expense of the Off-Airport User, construct an access taxiway/roads to connect the Off-Airport Property to a nearby taxiway located within the AOA. The number, exact location and design specification of an access taxiway/roads requested or constructed by an Off-Airport User shall be subject to the prior review and approval of the Airport Manager and any other regulatory authority having jurisdiction over the Airport if so required, taking into consideration, among other things, federal and state design standards, operational safety and efficiency considerations and compatibility with the Airport layout plan. Plans and specifications for access taxiways/roads shall be approved by the Airport Manager prior to construction, and access taxiways/roads shall be designed and constructed to meet or exceed the requirements of the projected use for said access taxiways/roads. An Off-Airport User may be required by the County to plat an access taxiway within the Off-Airport Property in accordance with law.

(2) Once constructed, inspected and accepted by the County, that portion of the access taxiway that lies within the Airport shall become the sole property of the County/Airport and shall immediately become a part of the AOA unless, at the sole discretion of the Airport Manager, public use and access is restricted for safety or operational reasons. Upon acceptance by the County, that portion of the access taxiway/road that lies within the Airport shall thereafter be policed, maintained and repaired by the County at the County's sole cost and expense, save and except any abnormal wear and tear or abuse of the access taxiway/road on the Airport evidenced by one or more off-airport access users who may, under said circumstances, be assessed by the County for all or a reasonable portion of the County's actual cost of repair(s).

(3) It shall be the responsibility of the Off-Airport User to maintain, repair or replace any portion of the access taxiway/roads situated within the legal boundary of the Off-Airport Property including but not limited to the taxiway/road surface and subsurface, storm drainage, directional signs,

lighting or navigational aids, fencing, gates/doors and locking devices. If, in the opinion of the Airport Manager, the portion of the access taxiway/road situated on the Off-Airport Property is unsafe or presents an operational or safety hazard to the Airport or any user of the Airport, the Airport Manager may, in his/her discretion:

- a. Take whatever reasonable action he/she deems necessary to immediately remedy the unsafe condition, and any and all costs thereof shall be reimbursed to the County by the Off-Airport User; or
- b. After giving written notice to the Off-Airport User of not less than 15 days, the Airport Manager may suspend off-airport access from the Off-Airport Property until the condition is corrected to the satisfaction of the Airport Manager.

G. PROHIBITED USES

(1) The sale of fuel for aviation or other purposes and activities in connection therewith on, from or in connection with the use of an Off-Airport Property is strictly prohibited. No person, including, without limitation, an Off-Airport User, any person or entity related thereto, and any tenant, subtenant, or licensee thereof, shall be permitted or allowed to self-fuel except as permitted by this section.

(2) The use of an Off-Airport Property is subject to applicable zoning regulations and all other applicable laws, ordinances, codes, rules, regulations, and standards of the County and any other governmental entity having jurisdiction over the Off-Airport Property, including, but not limited to, the provisions of this section.

(3) A fixed-base operator ("FBO") will be operated only on the Airport in accordance with this section. No business offering to the general public FBO or SASO services will operate on an Off-Airport Property. Notwithstanding the foregoing, an Off-Airport User is not precluded from conducting aviation-related activities on an Off-Airport Property which:

- a. Support the Off-Airport User's own aircraft (e.g., storage, corporate flight department, and maintenance); or
- b. Are associated with an Off-Airport User's aviation-related business of manufacturing, distribution or performing major repairs and modifications on aircraft or aircraft parts and components, provided such uses comply with this article.

(4) The following uses and activities shall not be performed on an Off-Airport Property

- a. Commercial aeronautical activity offering services to the General Public;
- b. Residential development;
- c. Residential airpark development; and
- d. Any other use or activity that is not approved by the FAA, the DOAV or the County.

H. ACCESS PERMIT

(1) **Application.** An Off-Airport User who desires access to the Airport from an Off-Airport Property shall make application (the "application") to the Airport Manager. In connection with the application, an applicant shall provide to the Airport Manager all such information regarding the Off-Airport Property as may be required by the Airport Manager including, without limitation:

- a. Date of application;
- b. Company name, list of officers and their complete contact information;
- c. Name of person(s) completing the application and their complete contact information;
- d. Include a legal description of the Off-Airport Property and access area and the total area of the Off-Airport Property and access area calculated in square feet;
- e. A description of the desired or intended use of the access area;
- f. A description of the business services to be offered and details of any FAA certifications under which the applicant will be operating;
- g. A schedule of all aircraft or UAS to be stored or based at the Off-Airport Property by providing the Airport Manager each aircraft's registration number ("N" number), make, model, predominant color(s), weight and the aircraft or UAS owner's name and contact information or any other information required by the Airport Manager from time-to-time;
- h. The names of all affiliates and other individuals to be authorized under the access permit;
- i. Evidence of financial responsibility as required in Section 1 G;
- j. A security plan in form and content acceptable to the Airport Manager; and
- k. A deposit of ten-percent (10%) of the first year's access fee, which will be applied to the first year's annual access fee if the access permit is issued to the Off-Airport User, and which will be refunded to the applicant if the access permit is denied. The Board of Supervisors may at its sole discretion waive this deposit.

(2) **Access agreement required.** An Off-Airport User who desires access to the Airport from Off-Airport Property shall also execute with the County, *as a part of the application*, an access agreement on a form that is acceptable to the County, and such access agreement is expressly subject to and, if necessary, conditioned upon approval or concurrence by:

- a. The FAA;
- b. DOAV; and
- c. The Accomack County Board of Supervisors, following review by the County's insurance carrier.

(3) **Application review and approval.** The Airport Manager shall review each application for completeness and for its sufficiency under this section. If the application is complete and is

consistent with this section, the Airport Manager shall forward the application to the County Administrator and Board of Supervisors if required.

(4) Conditions for issuing; issuance. If the application for an access permit is complete and if the applicant has provided all information or materials as may be required for an access permit, including an access agreement, and if the applicant is current on any and all county taxes, fees, charges, assessments, or fines and in compliance with all laws, ordinances, codes, rules, policies, and regulations of the County, then the County may issue and execute an access permit.

(5) Contents of access permit; periodic recertification; amendment. The access permit and access agreement shall identify the use and/or intended use of the Off-Airport Property, specify the size of the Off-Airport Property and the access fee to be paid in connection with any off-airport access, and shall contain such other terms, conditions, and requirements as the County may deem appropriate including, without limitation, insurance and indemnity requirements, that no assignment or other transfer occur without the County's prior written consent, default terms, provisions regarding termination and remedies therefore, standards regarding environmental matters, standards regarding authorized uses, standards and requirements regarding county special events, late charges and interest, and compliance with the terms and conditions of this section. An access permit may not be sold, assigned, sublet, pledged, conveyed, or otherwise transferred without the prior written consent of the County. The Airport Manager may request an Off-Airport User to recertify the Off-Airport User's access permit information regarding authorized users, registered aircraft and UAS, contact information, updated emergency and security plan, size of Off-Airport Property, permitted use or other terms and conditions of this article, and the Off-Airport User shall comply with the Airport Manager's request.

(6) Revocation; access prevented; reinstatement.

a. The County may revoke, cancel or terminate the access permit and access from an Off-Airport Property of any Off-Airport User:

(1) Who fails to pay the access fee, or fails to comply with any provision of the access permit, access agreement, this article, and any applicable laws, rules, codes, standards, regulations, policies, or permits; or

(2) Who fails to pay prior to delinquency the lawfully assessed and levied county ad valorem taxes on the applicable Off-Airport Property; or

(3) Who violates the terms set forth in the access permit and the access agreement.

b. If access from an Off-Airport Property to the Airport is revoked, canceled, or terminated, the County shall secure the Airport by locking the access gate or erecting a fence or other barrier to prevent access to the Airport from the Off-Airport Property. If a fence or other barrier is erected, the affected Off-Airport User shall, prior to and as a condition of reinstatement of access from the Off-Airport Property to the Airport, reimburse the County for all costs (including, without limitation, attorney's fees) incurred by or on behalf of the County to collect any amounts due for access, to erect and/or remove a fence or other barrier, and other applicable costs.

c. Any revoked, canceled, or terminated access permit and access to the Airport from an Off-Airport Property may be reinstated only after the County has determined that sufficient extenuating circumstances exist to merit consideration for reinstatement, and upon

payment of any outstanding fees or costs plus interest as may be required, the correction of any non-compliance, and/or the payment of any county ad valorem taxes plus all penalties and interest, as applicable. Access to the Airport shall be reinstated within 72 hours following the Airport Manager's determination of reinstatement.

d. *Term.* Subject to the provisions, terms and conditions of this section, the Access Permit and the Access Agreement, an Access Permit shall be issued for a term of (5) five years (the "initial term"). At the end of the initial term, the Access Permit may be considered for renewal for an additional period of five (5) years, and shall be considered for successive five-year renewals (the "renewal terms"). All initial and renewal terms shall not exceed 15 years in the aggregate. Thereafter, an access permit may be renewed in accordance with current applicable laws, ordinances, rules, standards and regulations.

e. *Renewals/extensions of access permit.* A renewal and/or extension of an access permit may be considered (but not necessarily authorized or granted, which shall be in the County's sole discretion) by the County as long as:

- (1) The County will still own and control the Airport during the modified term;
- (2) The continuation of the off-airport access is, in the County's sole discretion, desirable for the County or the Airport;
- (3) The renewal or extension is consistent with the County's purposes, objectives, security, safety and environmental requirements. As a condition of granting the access permit under this article, and the granting of any renewal or extension thereof, it is expressly understood and agreed by the Off-Airport User that the County shall have the right and authority to inspect the Off-Airport Property for compliance with all applicable requirements;
- (4) No more than one year remains under the prevailing term and such renewal or extension does not exceed any duration of term authorized by law; and
- (5) The renewal or extension is in compliance and accordance with the terms, conditions, and standards set forth in this section. All renewals and/or extensions shall be subject to the same conditions provided herein for issuance of an access permit, as the same may be amended or modified in whole or in part from time to time.

f. *Prohibition against unpermitted access; penalty.* It shall be unlawful for any person to access the Airport property from an Off-Airport Property unless such person holds a valid access permit or is accessing the Airport or the Off-Airport Property for a purpose which is authorized by the access permit for the said Off-Airport Property.

g. Fee calculation is addressed in **EXHIBIT I**.

h. Payment modification, adjustment and late payments of fees

- (1) *Payment.* The access fee shall be due and payable not later than the time of issuance of an access permit; airport access shall not be permitted prior to the issuance of the access permit and until the access fee is paid. Thereafter, the access fee shall be paid annually in advance of the anniversary date of the

Off-Airport User's permit, or on such terms as may be mutually agreed to in writing between the County and the Off-Airport User.

(2) Modification of size of Off-Airport Property. If the Off-Airport Property is modified, or if the total square footage of an Off-Airport Property is modified, including any platting or re-platting as may be required, the Off-Airport User owning or leasing the Off-Airport Property shall promptly report in writing such modification to the Airport Manager. Upon such notice, the access permit shall be amended to reflect the modified land area and applicable access fee, and a pro-rata adjustment to the access fee shall be made, as appropriate. The Off-Airport User shall provide a new survey/plan of the Off-Airport Property and otherwise comply with the provisions of this section.

(3) Modification of off-airport use. If an access permit is issued for an Off-Airport Property and the stated aviation use is subsequently changed, the Off-Airport User owning or leasing the Off-Airport Property shall report such change in use in writing to the Airport Manager, and the Airport Manager shall investigate the report and if the Airport Manager concludes that such use has in fact changed in a manner that modifies the size of the Off-Airport Property, the access permit shall be amended to reflect the change in square footage and any modification of the access fee, if any, and a pro-rata adjustment to the access fee shall be made as appropriate. The Off-Airport User shall provide a new survey/plan of the Off-Airport Property and otherwise comply with the provisions of this section.

(4) Adjustment to access fee. Commencing on January 1 of the fifth year next following the year of the effective date of an access permit and every five years thereafter (hereinafter referred to as the "adjustment date"), the access fee shall be adjusted as set forth in this subsection. The access fee shall be determined by recalculating the fee in accordance with the provisions of this article.

SECTION VI. VIOLATION OF RULES, REGULATIONS AND MINIMUM STANDARDS

A. VIOLATIONS

Any violation of the Rules, Regulations and Minimum Standards by any person can result in termination of the contract or Lease Agreement under which such person is operating. Upon termination, such person shall not be eligible for a new contract or Lease Agreement for a minimum period of six (6) months.

Based on the severity of the infraction a minimum of the following shall result, and termination of all rights to use the Airport may occur:

- 1) The first violation of any of the terms of the Lease Agreement (exclusive of the rental payment pursuant to Rent of the Lease Agreement), Monthly Tie-Down Agreement,

or the Rules, Regulations and Minimum Standards will result in a verbal warning and/or written notice (U.S. Mail).

- 2) The second violation will result in a written notice (U.S. Mail, Certified, and Return Receipt).
- 3) The third violation will result in the termination of the contract and/or Lease Agreement by written notice (U.S. Mail, Certified, and Return Receipt).

B. NOTICE OF TERMINATION

The County of Accomack, acting through the Airport Manager or other such designee shall give notice of termination by sending a letter, certified mail, to the person at the address listed upon the relevant contract or agreement or, at the option of the County of Accomack, at the person's last known address. In addition to any penalties otherwise provided by County Ordinance, Commonwealth of Virginia law, the Civil Air Regulations or the Federal Aviation Regulations, and all other rules and regulations of the VAB and/or the FAA, the County of Accomack reserves the right to review the violations and take any action that the County of Accomack feels is in the best interest of the public and the Airport.

SECTION VII. MISCELLANEOUS

A. SEVERABILITY

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

B. EFFECTIVE DATE

These Rules, Regulations and Minimum Standards shall be effective immediately upon adoption by the County of Accomack (Adopted: 4/21/21).

Dated: April 21, 2021



Michael Mason, County Administrator

EXHIBIT A – APPLICATION TO OPERATE AT ACCOMACK COUNTY AIRPORT



All person(s) or business entities wishing to provide aeronautical services at the Airport shall provide the Airport Manager with written documentation detailing the types of services to be offered. The Airport Manager reserves the right to request additional information based on the scope of services being proposed. The following criteria will apply to all proposed aeronautical services:

- A. The proposed operations or construction will not create a safety hazard on the Airport.
- B. The proposed operation will not require any expenditure of Airport funds, labor, or materials, and that the operation will not result in a financial loss to the Airport.
- C. There is adequate space available on the Airport to accommodate the activity proposed.
- D. The proposed development or construction complies with the currently approved Airport Layout Plan, Master Plan and other Airport studies.
- E. The development or use of the area requested will not result in a congestion of aircraft or buildings; will not result in interfering with the operations of any present FBO/SASO on the Airport; and will not prevent free access and egress to the existing FBO/SASO area.

Service Providers:

A Full-Service Fixed Base Operator (FBO) is an individual or a business entity engaged in providing multiple aeronautical services to aircraft owners, Airport users, and Airport tenants.

A Specialized Aviation Service Operator (SASO) is an individual or business entity providing a single commercial activity or limited aeronautical commercial services.

All prospective FBO or SASO operators shall describe their intended activity(s) and the means and methods to be employed to provide the aeronautical activity(s) or services at the Airport.

EXHIBIT B – APPLICATION TO PROVIDE FBO COMMERCIAL AERONAUTICAL SERVICES



ACCOMACK COUNTY AIRPORT

FIXED BASE OPERATOR (FBO)

Name of individual or business entity: _____

Address:

Phone:

Cell:

Email :

Please provide the following information:

1. The proposed nature of the business. A business plan may be used or submitted.
2. Airport facilities needed to provide services, i.e. land and/or buildings.
3. The signatures of all parties who will own an interest in the business or whose names will appear on leases or other documents as being a partner, director or corporate officer, and the signatures of those who will be managing the business.
4. A listing of assets owned, or being purchased or leased, which will be used in the business.
5. Preliminary plans, specifications and time schedule for all improvements and development the applicant intends to make on the Airport. It is recognized that coordination of the necessary development requirements of the FAA, the Commonwealth of Virginia and the County of Accomack is required.
6. Proof of proper and current certificate issued by the FAA with appropriate ratings to cover the services being offered to the general public.
7. Proof of FAA Authorization to provide the services being offered to the general public, if applicable.
8. Proof of liability coverage for the business operation, flight operations, itinerant aircraft and operators and premises insurance, naming the County of Accomack as additional insured.
9. Such other information as the County may require.

EXHIBIT C – APPLICATION TO PROVIDE SASO SERVICES



ACCOMACK COUNTY AIRPORT

SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

Name of individual or business entity: _____

Address: _____

Phone: _____ cell: _____

Email: _____

Please provide the following information:

1. Description of the service to be provided:

-

-

-

-

2. Airport facilities needed to provide service, i.e., monthly tie-down:

-

-

-

3. Proof of proper and current certificate issued by the FAA with appropriate ratings to cover the services being offered to the general public.

4. Proof of FAA Authorization to provide the services being offered to the general public, if applicable.

5. Proof of Liability Insurance naming the County of Accomack as additional insured.

EXHIBIT D – ACCIDENT REPORT FORM



**ACCOMACK COUNTY AIRPORT
ACCIDENT REPORTING FORM**

In accordance with the accident reporting provisions of the Regulations and Standards governing the operation of the Accomack 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 49CFR830 nor of 24VAC 5-20-290 with regard to aircraft accidents and incidents. A copy of a Federal or State aircraft accident report may be submitted in lieu of this report.

1. Name of person

_____ Age _____

Address _____

Phone (H) _____ (W) _____

Date and time of occurrence _____

2. Nature and extent of injuries

Description of accident/injury _____

Name of doctor or hospital _____

3. Kind of property and extent of damage (use reverse for vehicles and aircraft)

Accident Reporting Form – Page 2 of 3

Name of owner _____

Address _____

Phone (H) _____ (W) _____

4. Reported to State Police ___yes ___no Date/Time _____

Report number _____

Name of Police Department _____

Weather condition(s) _____

5. Vehicle/Aircraft identification (number 1)

Name of owner _____

Address _____

Phone (H) _____ (W) _____

N Number (or TAG & State) _____

Year & Make

(VIN) _____

6. Vehicle/Aircraft identification (number 2)

Name of owner _____

Address _____

Phone (H) _____ (W) _____

N Number (or TAG & State) _____

Year & Make

(VIN) _____

Accident Reporting Form Page 3 of 3

7. Name of Witness

Address _____

Phone (H) _____ (W) _____

8. Name of Witness

Address _____

Phone (H) _____ (W) _____

9. Remarks or additional information

Signature _____

Print Name _____

Date _____

EXHIBIT E – APRON MAINTENANCE AREA

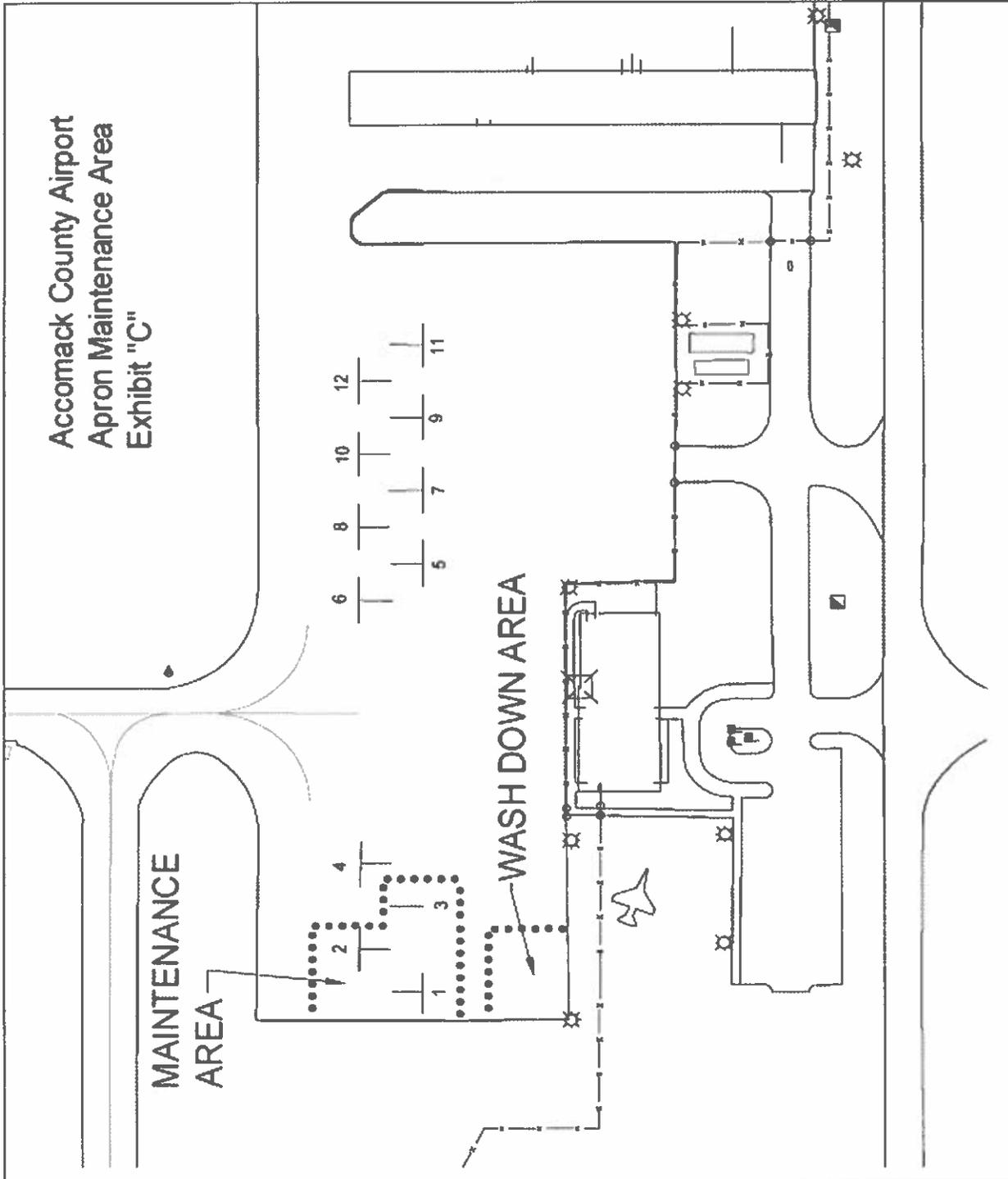


EXHIBIT F – FACILITY USE APPLICATION



**Facility Use Permit Application
County of Accomack**

To be completed by Individual, Group or Organization:

- 1. Name: _____
Address: _____
Phone No: _____
Email: _____

- 2. Facility for which application is being made: _____

- 3. Dates and Times Requested: _____

- 4. Purpose for facility use: _____

- 5. Anticipated Total Attendance: _____

- 6. Will admission or a participation fee(s) be charged to attend/participate in this event/activity: _____
If yes, amount of the admission fee(s), participation fee or donation being requested: _____ If yes, please provide further event details.

- 7. County of Accomack Equipment to be used: _____

- 8. Other Personal Equipment being used: _____

- 9. Will outside vendors be utilized: _____ Yes _____ No

If yes, please provide a list of all vendors for this event. Copies of a County of Accomack Business License and Certificate of Insurance listing the County of Accomack as additional insured **will be required from each vendor five (5) days prior to the event.** Accomack County Health Department Permits may apply.

I certify that the proposed and planned program or meeting will be conducted on a completely non-discriminatory basis and that no person will be denied admission or attendance on the basis of race, color, sex, national origin, marital status, age, religion, political affiliation or disability. I understand the regulations governing the use of the County of Accomack facilities and hereby assume full responsibility for meeting and complying with all regulations, including, if requested, providing liability insurance coverage. Charges for rental, custodial and/or supervisory services, and the use of special equipment will be paid within five (5) days of the event. No alcoholic beverages, drugs or firearms are allowed on County of Accomack properties. The facility shall be left in clean condition with all trash removed. Additional fees will apply if cleaning or trash removal is required after your use.

User agrees to indemnify and hold the County of Accomack, its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expense judgements, fees and costs of whatever kind or character arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the County of Accomack, its officers, agents and employees shall not be responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises. User expressly assumes full responsibility for any and all damages or injuries, which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement, and agrees to pay the County for all damages caused to facilities from user's activities.

Signature of Applicant: _____ Date: _____

Applicable Law and Courts: The foregoing agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Courts of Accomack County.

EXHIBIT G – STANDARD TRAFFIC PATTERN

RULES, REGULATIONS AND MINIMUM STANDARDS

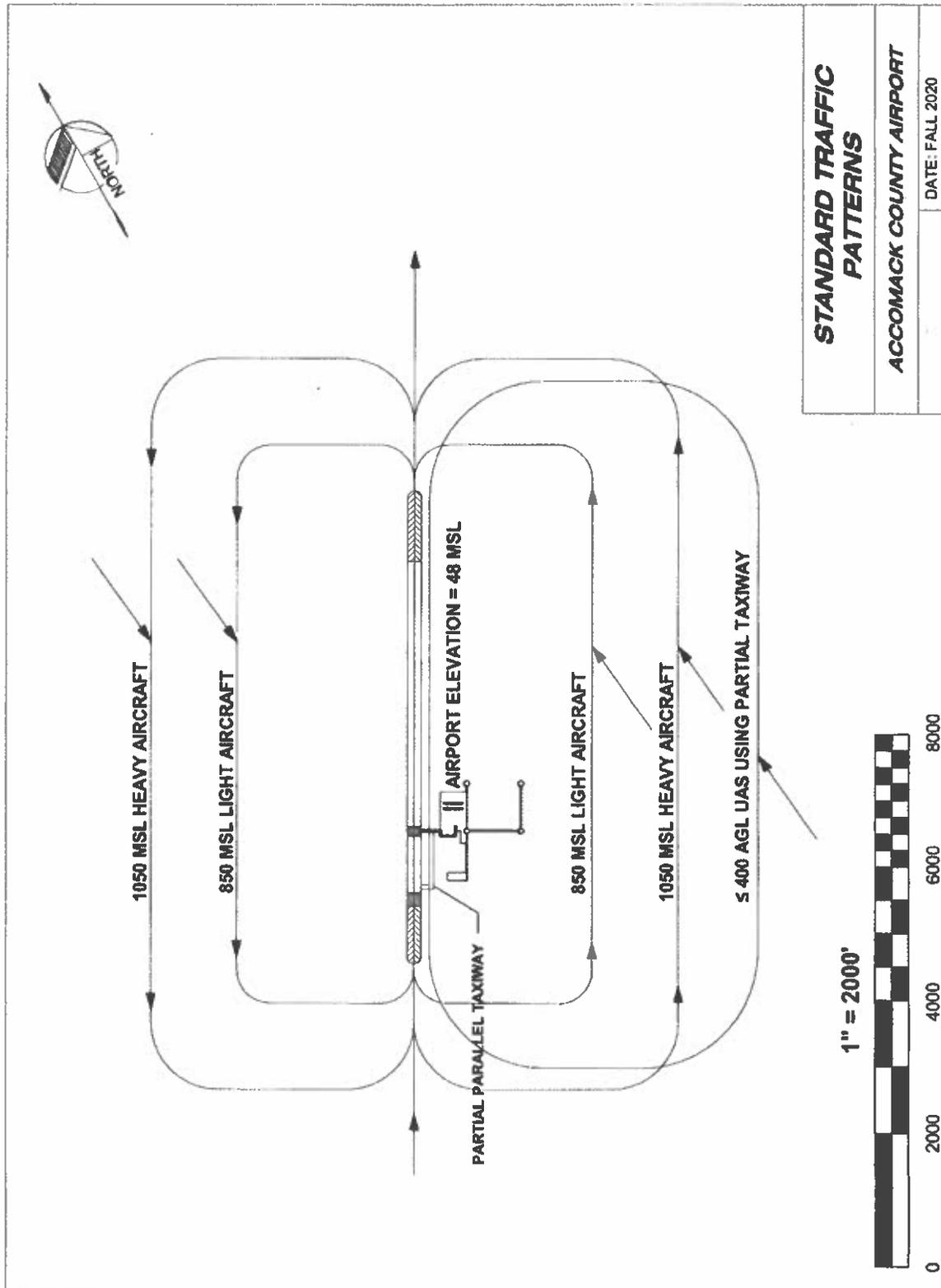


EXHIBIT G - STANDARD TRAFFIC PATTERNS

EXHIBIT H – MAINTENANCE REQUEST



**ACCOMACK COUNTY AIRPORT
MAINTENANCE REQUEST – HANGAR ACCESS
FOR MONTHLY TIEDOWN TENENTS**

Date: _____

Name: _____

"N" Number: _____

Hangar No.: _____

Lease Holder: _____ Tie-Down required for Lease Holder: Y N

From: _____ to _____ Total number of days: _____
including weekends

Maintenance required:

Approved:

_____ Date: _____

To be completed by Airport Staff:

Date Rec'd

Copy of Insurance Certificate _____ naming the County of Accomack as
additional insured

EXHIBIT I – OFF-AIRPORT FEE CALCULATION

Determining access fees to be paid by Off-Airport Users should be fair and equitable, formulated and controlled by the County to enhance the process in a transparent manner. The formula presented below takes into consideration Airport operating and capital expenses, which includes airfield maintenance, and uses the sum of airport and off-site land, facilities and infrastructure to calculate the annual cost of airport maintenance. It then uses the product of the Airports current land lease rate and an "rate adjustment factor" (determined by the Airport sponsor and/or the Economic Development Authority taking into account the *economic value* of the Off-Airport User) to control the base fee rate based on the off-site properties gross square feet.

1. Determination of airport area annual maintenance rate. As of the effective date of this section's approval, and on or before October 1 of every second year thereafter (e.g., 2022, 2024, etc.), the Airport Manager shall determine the Airport area maintenance rate and keep it on hand.

2. Adjusted airport area maintenance rate. In order to, among other things, promote the economic development and use of the Airport and the development of aeronautical properties adjacent to the Airport and for other proper and beneficial purposes, in the discretion of the County, the then applicable airport area maintenance rate may be adjusted in an amount determined appropriate by the County (the "adjusted airport area maintenance rate"), by taking into account an annualized portion of the County's five-year airport CIP reserve. The adjusted airport area maintenance rate shall become effective on January 1 of the year next following such determination, and shall be used in comparison with the adjusted airport area land lease rate, to establish the access fee for any new, renewed or extended access permit issued while the adjusted airport area maintenance rate is in effect.

3. Access fee. For each Off-Airport Property, the access fee shall be calculated as follows:

Adjusted airport area maintenance rate or adjusted airport area land lease rate (whichever is greater) × (times) the Gross area in square feet of the facilities and infrastructure used to perform the Off-Airport Users aeronautical activity (hangars, taxiways, storage buildings, offices, etc.) = Access fee

Note: The adjustment factor shown on Line 8 is based on the anticipated economic benefit to Accomack County and is subject to discussion with the Off-Airport User.

Example:

1.	Airport area annual expenses (An amount of money equal to all known expenses and costs incurred or expended by the County to operate the Airport area for the benefit, use and privilege of the public during the most recently completed fiscal year as accounted for by the County.)	\$ _____
2.	Five-year airport CIP reserve (The amount of capital improvements program (CIP) funding reserved for airport improvements.)	(\$ _____)
3.	Annual airport CIP reserve (line 2 divided by 5)	\$ _____
4.	Adjusted airport expenses (line 1 plus line 3) (The sum of annual CIP reserve and airport expenses.)	\$ _____
5.	Square footage of all airport facilities and total off-airport properties (Airport facilities means all land and man-made horizontal and vertical structures on the Airport to include terminals, hangars, runway, taxiways, towers, lighting aircraft and automobile parking areas, access roads, air navigational aids, fuel storage, etcetera. Total off-airport properties means the aggregate of all eligible off-airport properties, each of which is determined to be an eligible Off-Airport Property by the County.)	_____ sq. ft.
6.	Airport area annual maintenance rate (line 4 divided by line 5) (A dollar amount calculated on a per square foot basis of the Airport area expenses by dividing the Airport area expenses by the total land area (in gross square feet) of all airport facilities and total off-airport properties, as designated on the Airport layout plan.)	\$ _____/sq. ft.
7.	Airport area land lease rate (The maximum per square foot per year lease rate charged to persons who lease portions of the Airport area from the County, as established by county ordinance in effect at the time the access fee is initially calculated.)	\$ _____/sq. ft.
8.	Airport area land lease rate adjustment factor (The percentage adjustment of the Airport area land lease rate determined by the County to be used in calculating the access fee.)	_____%
9.	Adjusted airport area land lease rate (line 7 multiplied by line 8) (The Airport area land lease rate multiplied by the Airport area land lease rate adjustment factor.)	\$ _____/sq. ft.
10.	Gross square footage of specific Off-Airport Property used to perform their aeronautical business (The gross area in square feet of facilities and infrastructure used in the performance of the Off-Airport User's aeronautical business or operation within or upon the lot or tract of land which abuts the Airport or an airport taxiway and may be used or intended to be used in whole or in part for aeronautical activities.)	_____ /sq. ft.
11.	Access fee for Off-Airport Property (paid annually, subject to CPI adjustment) (applying line 6 or line 9, whichever is greater, to line 10)	_____ sq. ft. × \$ _____ = \$ _____

Exhibit J – OFF-AIRPORT PERMIT APPLICATION AND DESCRIPTION OF THE OFF-AIRPORT ACCESS AGREEMENT (Information Only)

Off-Airport Access Permit Application (As described in the Regulations and Standards)

Established and defined by Section V of the Airport Regulations and Standards, this Application shall be completed by an Applicant and submitted through the Airport Manager to the County Administrator or his designee. The information gathered by this Application may be used to prepare the Off-Airport Access Agreement as well as the subsequent Off-Airport Access Permit and should include as a minimum:

- Application Date.
- Company name, list of officers and contact information.
- Name of the person(s) completing the application and their contact information.
- The off-airport property legal description using metes and bounds and description to include gross square footage of all structures, aprons, ramps, taxiways and any land used specifically for Applicant's aeronautical use (to be used for access fee calculation).
- Detailed description of the desired or intended use of the off and on-airport access areas. A business plan is acceptable along with a detailed explanation of any activities that will require the support and/or approval of the County/Airport.
- Description of the business services to be offered to customers and details of any required FAA certifications under which Applicant will be operating.
- A schedule of all aircraft or UAS to be stored or based at the off-airport property by providing the Airport Manager each aircraft's registration number ("N" number), make, model, predominant color(s), weight and the aircraft or UAS owner's name and contact information or any other information required by the Airport Manager from time-to-time;
- The names of all affiliates and other individuals to be authorized under the access permit. (Customers shall be identified separately.)
- Evidence of financial responsibility as required in Section 1 G of the Airport Regulations and Standards.
- A security plan in form and content acceptable to the Airport Manager.
- Any other information that the Applicant feels might enhance understanding of the Applicant's operations.
- An Off-Airport Access Agreement is required. An Off-Airport Applicant who desires access to the Airport from off-airport property shall execute with the County, as a part of the application, an access agreement on a form that is acceptable to the County as described in the Airport Standards and Regulations, Exhibit K, and such Off-Airport Access Agreement is expressly subject to and, if necessary, conditioned upon approval or concurrence by the FAA, DOAV and the Accomack County Board of Supervisors.

Once completed and submitted the information collected may be used to draft an Off-Airport Access Agreement.

Exhibit K -- Off-Airport Access Agreement Outline

(As described in the Regulations and Standards)

The Off-Airport Access Agreement (“Agreement”) shall be executed between the County BOS and Applicant before an Off-Airport Access Permit is prepared for issuance, because the Agreement may include unanticipated terms that are not a normal part of the Off-Airport Access Permit. The Agreement describes the Applicant’s access rights for the purpose of allowing Applicant to conduct certain authorized aeronautical activities on Off-Airport Property and certain authorized operations on Airport Property to include the Airport’s taxiways, runways, and other property once the User is issued an Off-Airport Access Permit. The Agreement includes, but may not be limited to the following.

- Legal description of the off-airport property using metes and bounds and sketch and description of structures, aprons, raps, taxiways and any land used specifically for Applicant’s aeronautical use.
- Establish the term (exact beginning and end dates) of the Agreement.
- List major prohibitions as described in the Airport Regulations and Standards. (additional prohibitions may be listed in the Off-Airport Access Permit.)
- Describe and establish the calculation of the Off-Airport Access fee. (The calculation of the fee is described in the Airport Regulations and Standards Section V. The amount of the fee should be stated in the Permit.)
- State that any modification of the structures, aprons, ramps, taxiways of specific areas of land used to calculate the Access Fee shall be reported to the County through airport management, which may adjust the access fee, if agreed to by the County.
- Provides construction and maintenance guidelines to include who pays for improvements.
- States that the Agreement is subordinate to grant assurances and the County’s federal obligations.
- Defines what will cause an Applicant’s default and re-occurring defaults.
- Define notice of default.
- List what will cause termination TO INCLUDE VIOLATION OF REGULATIONS AND STANDARDS
- Establish lines of communication using County and Applicant contact information.
- State that all correspondence shall be copied to the Airport Manager to ensure communications up and down the management chain.