

BELFAST MUNICIPAL AIRPORT KBST

MINIMUM STANDARDS

**COMMERCIAL OPERATIONS, NOT FOR PROFIT AERONAUTICAL
ACTIVITIES
&
LEASING OF LAND AND FACILITIES**

**BELFAST MUNICIPAL AIRPORT
22 Wright Brothers Drive
Belfast, Maine 04915**

**MINIMUM STANDARDS January 1, 2023
Belfast Municipal Airport**

Adopted by Vote of the Belfast City Council December 6, 2022

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PREAMBLE

The Belfast Municipal Airport welcomes the expansion of commercial aviation services while recognizing the need to protect the public health and safety and to foster the economic health and orderly development of the Airport. The City of Belfast hereby promulgates and adopts the following minimum standards for the use of any land or facility on the Airport or for any commercial aviation activities with direct access to the Airport from adjacent property.

ORIGINAL EFFECTIVE DATE AND CHANGE LOG

These original Minimum Standards for Commercial Activities and Leasing of Land and Facilities at the Belfast Municipal Airport are effective January 1, 2023.

CHANGE LOG

I. APPLICATION

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

- A. Name and address of the applicant;
- B. Proposed land use and/or services to be offered;
- C. Requested or proposed date for commencement of the activity and the term of conducting same;
- D. Amount of land or building to be leased;
- E. Financial responsibility and ability of applicant or operator to carry out the activity sought;

II. NOTICE AND REVIEW

Upon the filing of such an application with the Airport Manager's Office, the Airport Manager shall draft a lease, agreement or contract to be presented to the Belfast Airport Advisory Committee (BAAC) at its next scheduled meeting. If no meeting is scheduled within forty-five (45) days from the filing of such application, a special meeting may be called for considering the same and notice thereof given to the applicant. Upon the consideration of the application, the BAAC shall recommend whether or not the applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions.

III. LEASE OR CONTRACT

Any and all leases and/or contracts for commercial operations, not for profit aeronautical activity and/or leasing of land and facilities shall be deemed to incorporate each and every provision of these minimum standards, unless otherwise specified through precise language in the lease or contract.

Existing Airport Operators will not be bound by these Minimum Standards to the extent their governing lease or contract conflicts with these standards. Renewal leases or contracts for existing Airport Operators shall comply with these Minimum Standards unless a deviation is agreed to in accordance with Section VIII.

IV. STANDARDS FOR SPECIFIC ACTIVITIES

All tenants and contracted occupants of the Airport ("Airport Occupants") must comply with the following general requirements:

- A. Airport Occupants shall keep their premises free of debris and unsightly storage.
- B. Staff shall be properly trained in their specific duties and responsibilities particularly as they relate to safety.

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- C. Airport Occupants shall abide by at least the following federal, state, local, and other regulations appropriate to the activity:
 - 1. Air Charter - FAA Part 135
 - 2. Flight School - FAA Parts 61 and/or 141
 - 3. Maintenance - FAA Parts 43 and 91
 - 4. Aircraft sales and leasing - State and local rules and regulations
 - 5. Fuels related dispensing and sales - State and local rules and regulations
- D. Airport Occupants shall carry an appropriate level of business operations/performance insurance and liability insurance set forth in Section VI, below, with the City of Belfast named as an additional insured.
- E. Airport Occupants shall lease from the Belfast Municipal Airport or a hangar owner an area with sufficient space to conduct the business, including customer space, restrooms, and class/briefing rooms (if applicable). If new construction is necessary, it must be done in accordance with the Ground Lease Agreement published separately and all state and local regulations and codes.
- F. Airport Occupants shall make provisions for someone to be in attendance in the office at all times during typical business hours, or, post in physical and electronic locations contact information and the procedures to be followed and the cost of obtaining service when the office is not open.
- G. Temporary or transient Airport Occupants must register with the Airport Manager and abide by the same standards and insurance requirements as permanently located businesses. If the operations occur after-hours, on weekends, or because of an emergency, notification of the Airport Manager by phone/text/email is permitted.
- H. Flying clubs shall abide by the guidelines from FAA AC 5190-6B.
- I. At times the City of Belfast may permit access to the Airport property by independent operators offering an aeronautical activity or by aircraft based on land adjacent to, but not part of, the Airport (through the fence). The obligation to make an Airport available for use and benefit of the public does not impose any requirement to permit access by aircraft from adjacent property. The City Council may approve a "through the fence" aviation operation after receiving written application, provided it does not conflict with federal, state or local regulation. The City Council may include operating restrictions to ensure safety (including entry and inspection permissions) and equitable compensation for use of the Airport. In all cases, applicable requirements of this document will be enforced.

V. BASIC LEASE TERMS AND CONDITIONS:

- A. Premises To Be Operated for Use and Benefit of Public
Airport Occupant agrees to operate the premises for the use and benefit of the public.
 - 1. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.
 - 2. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.
 - 3. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Airport Occupant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. Non-Discrimination Clause
Airport Occupant, its agents, employees, contractors, attorneys, successors, and assigns will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of any of its facilities provided for the public, in a manner prohibited by Part 15 of the Federal Aviation Regulations. Airport Occupant further agrees to comply with such enforcement procedures as the United States

might demand that the City of Belfast take in order to comply with this clause and other requirements associated with the Sponsor's Grant Assurances.

C. Non-Exclusive Rights Clause

Pursuant to FAA AC 5190-6B, nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

D. Development of the Belfast Municipal Airport

The City of Belfast reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Airport Occupant, and without interference or hindrance.

E. Lessor's Rights Clause

The City of Belfast reserves the right, but shall not be obligated to Airport Occupant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities on the Airport, together with the right to direct and control all activities of Airport Occupant in this regard.

F. Obstructions at Belfast Municipal Airport

The City of Belfast reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Airport Occupant from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Airport Manager, would limit the usefulness of the Airport or constitute a hazard to aircraft.

G. Subordination Clause

These Minimum Standards shall be subordinate to the provisions of any existing or future agreement between the City of Belfast and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

VI. ADDITIONAL TERMS, CONDITIONS, AND PROVISIONS

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

1. Workers' compensation and employers' liability insurance. Workers' compensation and employers' liability insurance covering all of operator's and operator's subcontractor's employees engaged in the work under any lease agreement or contract hereinafter entered into between operator and City of Belfast, providing the required statutory benefits under Maine state workers' compensation law, and employers liability insurance providing limits in at least the amount of \$250,000/\$500,000/\$1,000,000 applicable to claims due to bodily injury by accident or disease.
2. Commercial general liability. Commercial general liability insurance including coverage for independent contractor operations, contractual liability assumed under the provisions of any contract and/or lease entered into between operator and City of Belfast, products/completed operations liability, and broad form property damage liability insurance coverage. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. The City of Belfast shall be named as an additional insured under this policy, but the policy shall specifically provide that no

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coverage is afforded to the City for Maine state tort law claims in excess of applicable liability limits under the Maine Tort Claims Act, as amended from time to time.

3. Umbrella liability insurance. Umbrella liability insurance providing coverage as excess above the underlying commercial general liability insurance, automobile liability insurance, employers liability insurance, and aviation insurance. This coverage shall provide excess liability limits at least in the amount of \$2,000,000 per occurrence, combined single limits, applicable to claims arising from bodily injury, personal injury and/or property damage. The City of Belfast is to be named as an additional insured but the policy shall specifically provide that no coverage is afforded to the City for Maine state tort law claims in excess of applicable liability limits under the Maine Tort Claims Act, as amended from time to time.

- B. Indemnity. Airport Occupant, including its subcontractors, shall defend, indemnify, and hold harmless the City of Belfast, including any and all officers, officials, employees, attorneys, contractors, subcontractors and other agents against any and all claims, demands, actions, causes of action, or other liability, at law or in equity, including attorney's fees and other costs of litigation, on account of personal injuries or death or on account of property damage arising out of or relating to the activities to be performed by Airport Occupant under any contract or lease entered into between Airport Occupant and the City of Belfast, resulting from the negligence or other unlawful or wrongful acts or omissions of operator, operator's employees, agents, and/or subcontractors.
- C. Payments. Payment shall be made monthly on the tenth day of each month unless otherwise agreed in writing.

VII. AMENDMENT OF STANDARDS

The City of Belfast shall review the standards for conducting aeronautical or other activities periodically and shall recommend such revisions or amendments as shall be deemed necessary to properly protect the health, safety, and interest of the City and the Public. Upon approval of any such amendments, Airport Occupants shall be required to conform to such amended standards unless otherwise specifically provided in a governing lease or contract.

VIII. DEVIATIONS

Any prospective or current Airport Occupant may request, in writing, a deviation from the rates and minimum standards set forth herein, as such may be revised from time to time. The City of Belfast, in its sole discretion, may approve or deny such deviations. In addition, the City of Belfast reserves the right, in its sole discretion, to impose stricter or more burdensome fees, standards or requirements on any operator before entering into any lease and/or contract with such operator. Any more burdensome or restrictive fees or standards shall be set forth specifically in any such lease and/or contract. To the extent any term of a lease or agreement deviates from these Minimum Standards, said term shall control over these Minimum Standards.

VIV. NONCOMPLIANCE

If an Airport Occupant is found to be in noncompliance with these Minimum Standards or with other terms of its lease or agreement with the City of Belfast, the Airport Manager shall provide written notice of the noncompliance, along with a reasonable deadline to cure the noncompliance. If the Airport Occupant does not comply with the request for compliance in a timely manner, the Airport Manager, together with the City Manager, may initiate legal action to cure the noncompliance and/or to seek the removal of the Airport Occupant from the Airport. The Airport Occupant shall bear the City's legal fees and costs related to any such legal action.