

**CHESTERFIELD COUNTY AIRPORT (FCI)
CHESTERFIELD, VIRGINIA**

**MINIMUM STANDARDS FOR FBOs TO PROVIDE
AERONAUTICAL ACTIVITIES
TO THE PUBLIC**

DRAFT – REVISION #10 (1/25/2023)

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Airport Vision Statement

Our vision is for a safe, well maintained general aviation, reliever airport where people desire to work, visit, conduct business and base aircraft. We value all types of aeronautical activity and envision a community that has pride in its airport and recognizes the economic and recreational value it brings to the County.

Document Governance

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

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CHAPTER I GENERAL PROVISIONS

Section 1 Purpose

The Minimum Standards contained in this document are intended to provide the minimum threshold requirements for any person wishing to provide aeronautical services to the public at Chesterfield County Airport (Airport). These Minimum Standards are designed to ensure that the flying public is provided with all of the necessary aircraft services, as well as prevent unqualified persons from offering aeronautical activities to the public at the Airport. The Minimum Standards are intended to be reasonable and non-discriminatory and shall be observed.

Section 2 Definitions

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

- a. "Aeronautical Activities" means any activity which involves, makes possible or is required for the operation of aircraft, or which contributes to, or is required for, the safety of such operations. Aeronautical activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft rental, aircraft hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts and any other activities which directly relate to the operation of aircraft. In contrast, examples that are not "Aeronautical Activities" include ground transportation (taxis, car rentals, limousine services, etc.), restaurants, in-flight food catering and auto parking lots.
- b. "Airport" means the Chesterfield County Airport (FCI) and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan or as it may hereafter be extended, enlarged or modified.
- c. "Airport Operation Area" (AOA) means the area of the airport used, or intended to be used, for landing, take off or surface maneuvering of aircraft, including the associated hangars and navigational and communication facilities.
- d. "Approved Airport Layout Plan" means a fully executed plan that includes approval signatures from the FAA, DOAV and Chesterfield County showing boundaries and proposed additions to all areas owned or controlled by Chesterfield County for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location on the airport for existing and proposed non-aviation areas and improvements thereon.
- e. "County" means the County of Chesterfield, Virginia, and its Board of Supervisors, designated officials, officers, employees or representatives.

- f. "Airport Manager" means the designated person appointed by the County to manage the Airport or their designee located at 7511 Airfield Drive, Richmond, VA 23237.
- g. "DOAV" means the Virginia Department of Aviation.
- h. "Employee" means a person who is on the payroll of the aircraft owner or airport business and that the owner shall comply with all applicable labor laws including such things as Workers' Compensation, Social Security, etc., for that employee.
- i. "FAA" means the Federal Aviation Administration.
- j. "FAR" means Federal Aviation Regulations.
- k. "FBO" means any Fixed Based Operator(s) who provides two or more aeronautical services to the public and is duly licensed and authorized by written agreement with the County to operate at the Airport under strict compliance with such agreement.
- l. "Flying Club" means an organization established for the personal transportation of its members, to promote flying for recreation and to develop skills in aeronautics, including pilotage, navigation and awareness and appreciation of aviation requirements and techniques.
- m. "IFR" means Instrument Flight Rules, which govern the procedures for conducting instrument flight.
- n. "Individual Users" includes individual pilots, aircraft owners, tie-down and T-hangar renters, transient users and other individual users of the Airport.
- o. "Land side" means all buildings and related surfaces used by surface vehicular and pedestrian traffic on the Airport.
- p. "Light Twin" means a multi-engine aircraft with a gross weight of less than 12,500 pounds.
- q. "MSL" means an altitude expressed in feet measured from Mean Sea Level.
- r. "Minimum Standards" means the standards which are established by the County as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
- s. "NFPA" means the National Fire Protection Association.
- t. "Normal Business Hours" means 8:30 a.m. to 5 p.m., Monday through Friday, each week of the year. Any adjustment to normal business hours shall be approved by the Airport Manager.

- u. "NOTAM" means a "Notice to Airmen" published by the FAA.
- v. "Pedestrian" means any person traveling on foot or utilizing any other mode of transportation, other than a registered aircraft.
- w. "Proprietary Aeronautical Activity" means an activity, as prescribed by FAA Advisory Circular 150/5190-5 (Exclusive Rights at Airports), in which the County may engage while denying others the right to engage in the same activity.
- x. "SASO" means any Specialized Aviation Service Operator(s) that offers a single or limited aeronautical service.
- y. "Shall". The word "**shall**" is always mandatory.

CHAPTER II AIRPORT OPERATORS, LEASES, CONCESSIONS AND MINIMUM STANDARDS

Section 1 - Authorization to Operate at the Airport

Prior to the commencement of operations, a Fixed Base Operator (FBO) shall meet the following prerequisites to the complete satisfaction of the County in order to operate at the Airport:

- a. Obtain the consent of the County through the application process set forth in these Minimum Standards.
- b. Obtain and comply with all requirements for appropriate licenses from any governmental authority to operate the aeronautical activity.
- c. Enter into a written agreement with the County in which the FBO agrees to accept, be bound by, comply with and conduct business operations in accordance with the terms of the agreement. The FBO further understands that public safety and public interest are paramount in the conduct of all of its operations at the Airport. Deliver to the County a Certificate of Insurance in a form acceptable to the County.

Section 2 - Business Name

No person or entity shall provide an aeronautical activity on the Airport under a business name which is not clearly distinguishable from services provided by the County or by any other entity at the Airport.

Section 3 - Application

- a. Application for lease to carry on any aeronautical activity shall be made in accordance with these Minimum Standards and signed by all parties owning an interest in the business and shall disclose the names of all non-owning individuals involved in the management of the business. Those who will be managing the business shall submit a detailed listing of all other corporate or business entities that they have been involved

with during the preceding five years. No particular format is required for the application, but it shall be complete and well organized. Applicants shall provide additional copies of the application upon request from the County.

- b. A copy of the application, together with all supporting documentation, shall be submitted to the Airport Manager.
- c. Incomplete applications will be returned. Processing will be delayed until a complete application is received.
- d. The application shall contain the following information:
 - (1) A written proposal detailing the exact nature of the desired aeronautical activity to be provided, space and facility requirements and the proposed location on the Airport.
 - (2) At least three years of audited financial statements and tax returns for a business and all owners. For a private company, all shareholders should be listed as well as current litigation. The County reserves the right to [request alternative and/or additional financial documents and business plan information](#) in order to evaluate [the applicant's viability and financial ability](#) to provide responsible, safe and adequate service to the public. Applicant shall submit a report from all principals for a corporation or partnership.
 - (3) A certified written listing of the assets owned, leased or being purchased that will be used in the business on the Airport. Copies of any leases or purchase contracts shall be attached.
 - (4) A current credit report covering all areas in which the applicant has done business in the past ten years. Additionally, a personal credit report and net worth statement for each partner, director or corporate officer.
 - (5) Copies of any and all historical activity files from the FAA and all aviation or aeronautical commissions, administrators or departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases or discharges as may be requested by those agencies.
 - (6) Preliminary plans and dates for any capital improvements that the applicant intends to make on the Airport as part of the activity for which approval is sought.
 - (7) A description of previous experience with providing airport FBO services in a general aviation environment, including the services the applicant is proposing to offer.

- (8) A listing of positions, along with a job description for each position, and prior experience of such personnel in providing those services.
 - (9) A cover sheet listing the name of the firm, address, telephone number, e-mail address and name(s) of person(s) knowledgeable about the proposal.
 - (10) A full disclosure of all persons/entities involved in the proposal, including a description of the nature of their involvement.
 - (11) A list of at least three references knowledgeable of the proposer's ability to provide FBO services in a general aviation environment. Provide the names, addresses, telephone numbers and e-mail addresses of the references and indicate that the references have granted permission for the County to contact them.
 - (12) Detailed financial statements, including a multi-year Pro forma of income, expenses and cash flow.
 - (13) Proposed fee structure.
 - (14) Such other information as the County may require.
- e. In order to protect sensitive and/or proprietary information, applicants may request confidentiality but shall not place restrictions or requirements on the County in completing review/due diligence duties required by the Minimum Standards.
 - f. With advance notice to the applicant, the Airport reserves the right to disseminate any and all application materials to County staff and/or elected officials directly involved with considering the application. Applicants unwilling to comply with this requirement may be denied approval to provide services.
 - g. The County reserves the right to engage subject matter experts and/or consultants of its choosing and at its expense to review any application.

Section 4 - Action on Application

The County may deny or reject any application, bid or proposal to conduct any activity on the Airport, if, in its sole opinion, it finds any one or more of the following:

- a. The applicant does not meet the qualifications, standards and requirements established by the law, these minimum standards or any other regulatory agency.
- b. The applicant's proposed operations or construction will create a safety hazard as determined by the County and/or the FAA through the review of Form 7460 or any similar process that may be in place at the time of the application.

- c. The granting of the application would require the County to incur unbudgeted expenses of any kind.
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the applicant at the time of the application.
- e. The proposed operation, Airport development or construction does not comply with the Airport Master Plan or a change to the plan pending review with the FAA and/or DOAV.
- f. The development or use of the area requested by the applicant will result in depriving existing FBOs of portions of the area in which they are operating to a degree beyond mere inconvenience or nonmaterial modifications to existing procedures; will result in congestion of aircraft or buildings; or will unduly interfere with the operations of any present FBO on the Airport beyond inconvenience or having to modify procedures that have been part of past operations or prevent free access to the FBOs operations.
- g. The applicant supplies the County with any false information or has misrepresented any material fact or has failed to make full disclosure in their application or in supporting documents.
- h. The applicant has violated any of the Chesterfield County Airport Rules and Regulations, the regulations and standards of any other airport, the Federal Aviation Regulations or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.
- i. The applicant has defaulted in the performance of any lease or other agreement with the County or other business.
- j. The applicant's personal and/or business credit report contains substantial negative information. The applicant does not appear to be a person of reasonable business responsibility and reputation.
- k. In the sole opinion of the Airport, the applicant does not have, or appear to have, access to the operating funds necessary to conduct the proposed operation.
- l. The applicant has committed any crime, or violated any County ordinance, with the exception of misdemeanor traffic violations.
- m. To the satisfaction of the County's Risk Manager, the applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the County, the Commonwealth of Virginia, the FAA or other appropriate governmental entities.
- n. The applicant's activities or operations have been, or could be, detrimental to the Airport or another airport.

- o. The application is submitted at such a time that it could negatively impact the Airport's ability to obtain FAA and/or DOAV approval for pending capital improvements.

Nothing contained herein shall be construed to prohibit the County from granting or denying, for any reason it deems sufficient, an application to do business at or otherwise use the Airport.

Section 5 - Airport Licenses and Leases Non-Transferable

No right, privilege, permit or license to do business at the Airport or any lease of any area of the Airport, or a part thereof, shall be assigned, sold or otherwise transferred or conveyed, in whole or in part, without the prior express written consent of the County. No lease, or portion thereof, may be assigned or sublet without prior approval of the County. All assignees or subleases approved by the County shall comply with the Rules and Regulations and Minimum Standards.

Section 6 - Rates

Rates charged by the FBO at its leasehold for hangar space, T-hangar rentals, tie downs, products and service charges shall not be excessive, discriminatory or otherwise unreasonable and shall be filed with and approved by the County.

Section 7 - Refuse

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and shall meet all applicable County codes. All operations areas shall be kept safe, neat and clean at all times.

Section 8 - Approval of Construction

No building, structure, tie down, ramp, paving, taxi area, improvement or addition on the Airport shall be placed or constructed, enacted, altered or removed without the prior written approval of the County. Prior to such work being done, the County may, at its discretion, require a work bond, letter of credit or other surety to guarantee the work. The form of such bond, letter of credit or surety shall be subject to the approval of the County Attorney. The County shall consider conformance to the Capital Improvement Plan for the Airport, Airport Master Plan or any other applicable plans prior to the approval or denial of any construction or development at the Airport.

Section 9 - Operation Area

No person authorized to operate or conduct business activities at the Airport shall do so in any area except that approved in writing by the County.

Section 10 – Safety and Security

All [Specialized Aviation Service Operators \(SASOs\)](#) and FBOs shall comply with the following County policies and procedures. An electronic copy of facility policies and procedures shall be provided to each FBO or SASO.

- a. [Chesterfield County Policy 13-6, Workplace Violence Prevention and Facility Risk Assessment Policy](#) – This policy is established to support a work environment that is free from intimidation, harassment and other threats of or actual violence which occur onsite or offsite during work-related activities.

Commented [LF1]: This is the first time SASO is mentioned in the body of the document; therefore, use the entire name. FBO has already been mentioned, so the use of FBO acronym is correct.

- b. Chesterfield County Policy 5-5, Contract Worker Security Procedures – The Airport is a High Security Area. All persons employed by a SASO or FBO shall require a background check conducted by the FBO or SASO at their expense. The County has the right to request background check documentation at any time.
- c. Richmond Executive-Chesterfield County Rules and Regulations and Airport Code of Conduct

Section 11 – Ramp Operating Procedures

All persons associated with and/or employed by a SASO or FBO shall operate on the Airport ramp in accordance with Chesterfield County Airport Ramp Operations and Etiquette procedures.

Section 12 - Specialized Aviation Service Operators (SASO)

- a. A SASO is an aeronautical business that offers a single or limited service. No person shall use the Airport as a SASO until such person has executed a lease agreement, and any other necessary agreements, approved by the County.
- b. The SASO shall meet the applicable qualifications, standards and requirements of these Minimum Standards, pay any required fees and receive approval from the County.
- c. SASOs that wish to provide more than one aeronautical service to the public at the Airport shall complete the processes required to qualify as an FBO.
- d. Except in cases of offering T-hangar or inside hangar aircraft storage only, the SASO is required to provide and maintain an office that shall be staffed and open to the public during normal business hours. This office shall meet the Minimum Standards requirements for the service being provided. These facilities shall be kept in a neat, clean and orderly condition. The use of temporary buildings or structures, such as mobile homes or trailers, is not permissible.
- e. Each SASO shall enter into an agreement with the County which shall include an agreement on the part of the SASO to accept, be bound by, comply with and conduct its business operations in accordance with laws, applicable regulatory requirements, County policies, the Minimum Standards and Airport Rules and Regulations.
- f. Unless otherwise provided in a lease agreement with the County, the SASO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxiways, fences and all other facilities and improvements requested or approved by the County for the FBO to carry on the activities or services authorized by the County.
- g. The SASO shall pay, when due, all charges directly to the utility/service provider for water, sewer, power, telephone service and all other utilities and services supplied to

their operation at the Airport. The SASO shall also promptly pay, when due, all wages or salaries to their employees and all rentals, fees and payments to the County.

- h. Unless otherwise provided by the County, all operations of the SASO shall be conducted in an area of sufficient size, but not less than that outlined in this document, to accommodate all services for which the operator is approved, allowing for growth in the foreseeable future and additional services as contemplated by the County. The SASO shall conduct its business operations strictly within the areas assigned to it by the County. Its operations shall not in any way interfere with the operations of other SASOs, FBOs, agencies or other businesses operating on the Airport. The SASO shall not in any way interfere with the use of the Airport by the general public or with any common-use areas. The SASO shall not use any common-use areas except as authorized by the Airport Rules and Regulations or by the County.

Section 13 - Fixed Base Operators (FBOs)
General FBO Requirements

- a. To qualify as a Fixed Base Operator, an applicant shall:

- (1) Offer two or more aeronautical services to the public as outlined in Section 14.
- (2) Maintain at least one office at the Airport which shall be sized, equipped, open for business and staffed pursuant to Section 14. These facilities shall be kept in a neat, clean and orderly condition. No FBO, its employees, agents, officers or other persons connected with the business shall use the office area, or other facilities, of any other FBO without the consent of said FBO and the County. Only a County-approved and licensed entity shall provide retail aviation fuel, oil sales and aircraft maintenance services as required by these Minimum Standards.

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- b. Enter into an agreement with the County which shall include an agreement on the part of the FBO to accept, be bound by, comply with and conduct its business operations in accordance with laws, applicable regulatory requirements, County policies, the Minimum Standards and Airport Rules and Regulations.
- c. Unless otherwise provided in a lease agreement with the County, the FBO shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxiways, fences and all other facilities and improvements requested or approved by the County for the FBO to carry on the activities or services authorized by the County.
- d. The FBO shall pay when due all charges directly to the utility/service provider for water, sewer, power, telephone service and all other utilities and services supplied to their operation at the Airport. The FBO shall also promptly pay, when due, all wages or salaries to their employees and all rentals, fees and payments to the County.

- e. Unless otherwise provided by the County, all operations of the FBO shall be conducted in an area of sufficient size, but not less than that outlined in this document, to accommodate all services for which the operator is approved, allowing for growth in the foreseeable future and additional services as contemplated by the County. The FBO shall conduct its business operations strictly within the areas assigned it by the County. Its operations shall not in any way interfere with the operations of other FBOs, agencies or other businesses operating on the Airport. The FBO shall not in any way interfere with the use of the Airport by the general public or with any common-use areas. The FBO shall not use any common-use areas except as authorized by the Airport Rules and Regulations or by the County.

Section 14 - Minimum Standards for Aeronautical Services

The following are the **Minimum Standards** for the various aeronautical services to may be provided by FBOs and SASOs.

NOTE: All floor space required by the Minimum Standard for the service(s) being provided does not include restrooms, telephone area or circulation space (which will be incorporated through the architectural design process). The use of temporary buildings or structures, such as mobile homes or trailers, is not permissible.

- a. Aviation Fuel Sales - Aviation fuel sales shall be provided by an FBO, and except as otherwise provided in any agreement between the FBO and the County, an FBO conducting aviation fuel and oil sales or service to the public on the Airport shall be required to provide the following lease space, services and equipment:
 - (1) Lease sufficient area to accommodate the aircraft fuel servicing area, aircraft fueling and line servicing equipment, and sufficient space to accommodate the flow of traffic in and out of the service area.
 - (2) A facility of no less than 1,200 square feet containing at least the following spaces and amenities: public waiting area with appropriate furnishings, staff office/cubicles, pilot lounge/flight planning area separate from public waiting area, receptionist station, permanent restroom facilities for men and women, automobile parking for customers and employees if adequate parking is not currently available. Additional square feet, designated spaces and amenities, as specified below may be required depending on the services the FBO intends to offer. FBOs are not expected to duplicate spaces/square feet if the spaces being provided can adequately meet the requirements for a variety of services (e.g., if an FBO is providing restrooms to comply with FBO space requirements, it is not required to provide a second set of restrooms in order to meet Aircraft Maintenance and Repair requirements as provided). Buildings shall comply with any applicable building codes.
 - (3) Sufficient qualified and trained personnel shall be on duty from 7 a.m. to 10 p.m. every day of the year unless a deviation is approved in writing at least 48 hours in advance by the Airport Manager.

- (4) An aviation fueling supervisor shall have attended an FAA-approved fueling school that meets the requirements of FAR Part 139.321(b)(6) to include the successful completion of any testing requirements.
- (5) Appropriate grades of aviation fuel including 100 Octane Low Lead and Turbine Fuel (JET-A) and any other fuel approved by the Airport Manager.
- (6) An adequate inventory of generally accepted grades of aviation engine oil and lubricants.
- (7) Each FBO shall provide mobile refueling equipment meeting all safety requirements of the insurance company, FAA, DOAV, NFPA, County Risk Manager and County regulations. This equipment shall have reliable metering devices subject to independent inspection, with a pumping efficiency capable of filling the largest aircraft likely to be serviced within thirty (30) minutes time.
- (8) Proper equipment for aircraft towing, inflating aircraft tires, washing aircraft windshields and recharging aircraft batteries.
- (9) Safe storage and handling of fuel in conformance with all Federal, State and County requirements and NFPA fire codes pertaining to safe storage and handling of fuel.
- (10) Provision of aircraft maintenance and repair as outlined in Section 14b.
- (11) The lawful and sanitary handling and timely disposal, away from the Airport, of all trash, waste and other materials including, but not limited to, used oil, solvents and other waste. The piling and storage of crates, boxes, barrels and other containers shall not be permitted within the leased premises.
- (12) To eliminate the hazards of static electricity, adequate bonding (grounding) wires shall be installed, continuously inspected and maintained at all fueling locations.
- (13) Provision of an adequate supply of properly located and functioning fire extinguishers and other precautions and/or equipment required by County and NFPA fire codes.

b. Aircraft Maintenance and Repair – Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO offering aircraft engine, airframe and accessory sales, maintenance and repair facilities to the public shall provide:

- (1) In case of airframe and/or engine repairs, a minimum of 10,000 square feet of hangar space to house aircraft upon which such service is being performed, plus a minimum of 125 square feet of office/reception space and a waiting room for

customers, which shall have separate restrooms for men and women, unless adequate facilities currently exist as determined by the County.

- (2) As determined by the County, suitable owned or leased storage space for aircraft awaiting repair, maintenance or delivery.
 - (3) Adequate enclosed shop space to house the equipment and adequate equipment and tools, jacks, lifts and testing equipment to perform overhauls as required for FAA certification and repair of parts not needing replacement on common single-engine land and light multi-engine land general aviation aircraft.
 - (4) Sufficient FAA-certified mechanics with inspection authority for the work to be performed, to include at least two full-time FAA certificated airframe and power plant mechanics available during normal business hours and on-call at all other times available to report to the Airport within two hours. At least one of the full-time mechanics shall hold Inspector Authorization (IA) or the company shall hold an FAA Certified Repair Station Certificate per FAR 145 for operations performed.
 - (5) Availability of necessary equipment and personnel to promptly remove from the public landing area (as soon as permitted by FAA, NTSB, Airport and Virginia State Police authorities) any disabled aircraft under their management.
 - (6) Adequate provisions for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with Federal, State and County regulations.
 - (7) Shall only use County designated facilities or those facilities specially designed to meet County, State and Federal environmental requirements for washing and cleaning of aircraft or equipment.
- c. Aircraft Charter - Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO conducting aircraft charter and/or air taxi service shall be required to provide:
- (1) A minimum of 500 square feet of office space, a passenger lounge and restrooms.
 - (2) At least one multi-engine aircraft that:

- (a) Has a seating capacity of at least six seats.
 - (b) Is certified for IFR flight.
 - (c) Meets exclusive-use requirements as defined in FAR Part 135.25, paragraphs (b) and (c).
 - (3) At least three pilots:
 - (a) Two of whom shall be full-time.
 - (b) Available 24 hours a day, with reasonable notice.
 - (c) Be fully current under FAR Part 135 and in compliance with all laws and procedures.
 - (4) Automobile parking for customers and employees if adequate parking is not currently available.
- d. Aircraft Rental - Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO conducting aircraft rental activity shall provide:
 - (1) A minimum of 125 square feet of owned or leased office space at the airport for consummating rentals and keeping proper records in connection therewith, a suitable waiting area for customers and separate restrooms for men and women or access thereto.
 - (2) At least two airworthy aircraft suitably maintained and certificated.
 - (3) Adequate facilities and/or vendor contracts for servicing the aircraft.
 - (4) Adequate arrangements for parking the aircraft being rented.
 - (5) A properly certificated pilot capable of conducting "flight checks" of prospective renters available each calendar day on site or by appointment.
 - (6) Proper checklist and operating manuals on all aircraft rented.
 - (7) An adequate supply of properly located fire extinguishers and other precautions and/or equipment required by County and NFPA fire codes.
 - (8) Automobile parking for customers and employees if adequate parking is not currently available.
- e. Flight Training (instruction in SASO or FBO owned/rented/leased aircraft) – Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO conducting flight training activities shall provide:
 - (1) At least two training aircraft that:
 - (a) Are based at Chesterfield County Airport.
 - (b) Have a minimum of two seats.

- (c) Are maintained in accordance with Federal Aviation Regulations.
 - (d) Are kept in a clean and presentable manner.
 - (e) Are available for training and rental.
- (2) At least one four-place training and rental aircraft that complies with (1)(b), (c) and (d) above.
 - (3) Equipment required in accordance with the most current FAR 91.205 through 91.227.
 - (4) One operating and licensed multi-engine aircraft for instruction that is based at the Chesterfield County Airport.
 - (5) At least three pilots, two of whom shall be full-time, and the office shall be open during normal business hours.
 - (6) A minimum of 200 square feet of office, reception/waiting and classroom space, separate from public areas, with separate restrooms for men and women, or access thereto, unless adequate facilities currently exist as determined by the County.
 - (7) Adequate audio-visual aids and training materials necessary to provide proper ground school instruction.
 - (8) Current certificates required by the FAA or any other regulatory agency for flight instruction.
 - (9) Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
 - (10) Automobile parking for customers and employees if adequate parking is not currently available.
- f. Independent Flight Instructor (instruction in client-owned/rented/leased aircraft) – An independent flight instructor providing a commercial aeronautical activity to the general public and/or advertising to the general public will be permitted to provide aircraft flight instruction without meeting the requirements of Subsection e above (Flight Training), or Subsection g below (Glider/Sailplane Flight Training), of this Chapter, provided that:
- (1) A Chesterfield County Business License is obtained (if applicable).
 - (2) An Airport Business Permit is acquired.
 - (3) An Airport Independent Flight Instructor Permit is acquired from the Airport Manager, which requires:
 - (a) Proof of the proper and current FAA licenses and certificates.

- (b) Proof of the Chesterfield County Business License, if required.
- (c) Proof of \$1,000,000.00 combined insurance for public liability and property damage insurance acceptable to the County Risk Manager to protect the operation and the County from legal liabilities. The insurance companies shall have a Best's Rating of at least B++ and financial size of Class VII or better in the latest edition of Best's Insurance reports.
- (d) Completion of an Independent Flight Instructor Permit and Permit Assurance (Appendix B).

- (4) Training or business activities are not conducted in the public areas of the Airport terminal building, or in the leased space of another FBO, without the written approval of the County.

g. Glider/Sailplane Flight Training – Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO conducting flight training in motorized or non-motorized glider aircraft shall comply with Chapter IV, Section 8, of the Airport Rules and Regulations, and provide:

- (1) At least one training aircraft that is maintained in accordance with Federal Aviation Regulations and is kept in a clean and presentable manner.
- (2) A minimum of 200 square feet of office, reception/waiting and classroom space, separate from public areas, with separate restrooms for men and women or access thereto, unless adequate facilities currently exist as determined by the County.
- (3) Adequate audio-visual aids and training materials necessary to provide proper ground school instruction.
- (4) Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
- (5) At least one full-time pilot, and the office shall be open during normal business hours.
- (6) Automobile parking for customers and employees if adequate parking is not currently available.
- (7) Any commercial sailplane operation at the Airport would be initially evaluated for a period of six months to determine compatibility with the existing aircraft mix and volume of operations. Should this commercial operation create an unsafe environment for aircraft traffic, or prove to be incompatible with the current operations, it will be re-evaluated and potentially discontinued. Prior to the permanent discontinuance of said operation, support documentation will be reviewed by the Richmond Flight Standards District Office of FAA. A temporary termination of services can be effected by the Airport Manager at any time if, in

his or her opinion, an unsafe operating environment is created by the conducting of glider flight training activity.

- h. Aircraft Sales – An FBO or SASO shall provide an adequate location to privately conduct business outside of public areas. An FBO or SASO shall provide an area of sufficient size to permit the storage and/or display of all aircraft for sale or used in the aircraft sales business. All inventory shall be insured with liability coverage acceptable to the County Risk Manager and include all aircraft that overnight at or are based at the Airport. The business shall be open during normal business hours.
- i. Parts and Accessories Sales – The FBO shall have a lease and conduct one or more services listed in this section and provide suitable space approved for the display of parts and accessories for sale.
- j. Aircraft Outside Storage – The FBO shall have a lease to conduct one or more services listed in this section and provide suitable space for a paved tie-down area of sufficient size to accommodate all aircraft used by the FBO in its operations and all aircraft that shall be parked or stored by the operator. The County’s rate structure shall be strictly followed.
- k. Aircraft Inside Storage – An FBO or SASO shall provide a storage building of no less than 10,000 square feet. The FBO or SASO may have an office in the storage building. If no office is maintained, the FBO or SASO shall post in conspicuous places on the hangar facility the name, address and telephone number of the FBO or SASO and of the person managing or operating the hangar facility. The operator shall have an area of sufficient size to accommodate the building with proper access and construct said facilities in locations stipulated in the Airport Master Plan. Aircraft storage facilities shall be constructed of equal quality to, or better quality than, existing facilities in accordance with Chesterfield County Community Development Standards and the FCI Airport Architectural Design Guidelines.
- l. Aircraft Stripping and Painting Facility – Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO offering aircraft stripping and painting services to the public shall:
 - (1) Provide a minimum of 10,000 square feet of hangar space sufficient to house any aircraft upon which such service is being performed and a minimum of 500 square feet of office space and reception/waiting room for customers which shall have separate restrooms for men and women, or access thereto unless adequate facilities currently exist as determined by the County.
 - (2) Provide a paved apron area in front of the hangar and office space with auto parking areas for customers and employees.
 - (3) Provide suitable storage space for aircraft awaiting stripping, painting or delivery.

- (4) Provide adequate enclosed shop space to house necessary equipment and tools.
 - (5) Have competent and responsible personnel available during normal business hours who are knowledgeable of all phases of aircraft stripping, preparation and treatment of aluminum and painting.
 - (6) Comply with, and abide by, all standards, rules, regulations and requirements of the FAA, Virginia Department of Environmental Quality, Environmental Protection Agency, OSHA and any other County, State or Federal government agencies having jurisdiction over aircraft stripping and painting operations.
 - (7) Comply with NFPA and the National Board of Fire Underwriters on "Paint Spraying and Spray Booth" regulations regarding the arrangement, construction and protection of spray booths and the storing and handling of materials used in connection with aircraft painting, varnishing and spray painting operations.
 - (8) Not allow any stripping, painting, varnishing, doping, materials, agents or other contaminants to flow into, or be placed in, any sewer system.
 - (9) Perform all aircraft stripping and painting operations inside the hangar or building.
 - (10) Properly treat and dispose of solutions, cleaning agents, lubricants and other hazardous materials and wastes in compliance with Federal, State and County regulations.
 - (11) Provide a written plan for approval by the County adhering to all these safety and environmental requirements. This plan will be available for inspection by all environmental agencies of both the State and Federal Government.
- m. Avionics Shop – Except as otherwise provided in any agreement between an FBO or SASO and the County, an FBO or SASO offering avionics services to the public shall:
- (1) Provide a minimum of 300 square feet of space to be used for shop, equipment/supplies storage, office space and waiting room for customers that shall have separate restrooms for men and women, or access thereto.
 - (2) Have an FAA-certified aircraft electronics and/or aircraft instruments technician available on a full-time basis during normal business hours with a proper Federal Communication Commission license to conduct complete aircraft transmitter, receiver and antenna repair.
 - (3) Lease sufficient space or provide satisfactory arrangements for access to, and storage of, aircraft on which work is being performed.

Section 15 - Requirements for Sub-Lessors Permitted to Conduct Aeronautical Activities

Each FBO proposing to sub-contract an aeronautical activity to a sub-lessor at the Airport shall meet the following requirements to the complete satisfaction of the County. Sub-contractors shall meet standards as stated in these Minimum Standards.

- a. Have significant previous experience conducting a similar aeronautical activity in an acceptable manner
- b. Have the financial capability to support the activity.
- c. Reasonably meet applicable requirements of the FAA, DOAV or other authority governing the proposed activity.
- d. Furnish suitable insurance acceptable to the County's Risk Manager, including liability insurance and bonding, to protect and hold the County, its officials, employees, agents and representatives harmless from any liability arising out of the proposed activity.
- e. No interest in the activity shall be transferred to another party without the written consent of the County.
- f. The County will have final approval with regard to any new activity to be conducted in or on Airport property.

Section 16 – Waiver of Chapter II Provisions

The County may, at its discretion, waive all or any portion of Chapter II of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, performing air search and rescue operations or performing fire prevention, firefighting or law enforcement operations, but only to the extent permitted by the rules of the FAA and the laws of the Commonwealth of Virginia and Chesterfield County.

Section 17 - Contract Provisions

The following are some of the contract provisions required by the County:

- a. Plans, specifications and an FAA Form 7460-1 for any construction required by the FBO shall be submitted to the County for review and approval. All construction shall comply with applicable building codes and other ordinances. The proper permits shall be secured, and the fees shall be paid by the FBO. FBOs may also be required to pay all, or a portion of, costs associated with development impacts on the facility (e.g., expansion of stormwater facilities).
- b. An FBO shall have a letter of credit, or other suitable financial instrument, in the amount of \$50,000 in place before operations commence, conditioned on the faithful performance of an Agreement and in a form reasonably acceptable to the Chesterfield County Attorney. The letter of credit shall remain in effect for the first five years of business.

- c. An FBO shall reasonably cooperate with the County and Airport Manager in the operation, management and control of the Airport and shall do all things necessary to advance or promote the Airport and develop the Airport into an attractive, efficient and modern facility. An FBO shall also reasonably cooperate with all other FBOs and tenants operating at the Airport and shall conduct its operations to avoid unreasonable interference with the use and operation of other Leaseholds.
- d. All complaints by any person, other than the County, against any FBO for violation of the Airport Rules and Regulations or the terms of an FBO agreement shall be in writing and filed with the Airport Manager. All complaints shall be signed by the person making the complaint and shall specify dates, times, facts and witnesses, if any.
- e. The FBO agrees to indemnify, defend, save and hold harmless the County, its agents, officers, representatives and employees from and against any and all actions, penalties, liability, claims, demands, damages or losses arising directly, or indirectly, out of acts or omissions of the FBO, its agents, officers, representatives, employees, servants, guests or visitors.
- f. Each FBO shall maintain the types and amounts of insurance described in Chapter VII (Insurance and Indemnity) of the Airport Rules and Regulations or as may be required by the County's Risk Manager at the time an FBO application is submitted to the Airport Manager.
 - (1) The FBO shall use only responsible insurance companies of recognized standing that are authorized to do business within the State of Virginia. The insurance companies shall have a Best's Rating of at least "B++" and financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, or as may be required by the County's Risk Manager at the time an FBO application is submitted to the Airport Manager. The amounts of the insurance shall not be deemed a limitation on the FBO's liability to the County. If the County or any of its authorized agents, officers, representatives or employees become liable for an amount in excess of the insurance, the FBO agrees to indemnify, defend, save and hold harmless the County, its agents, officers, representatives and employees for the whole thereof.
 - (2) Each FBO shall submit, on an annual basis, to the Airport Manager and/or County's Risk Manager 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 County of termination or cancellation.
 - (3) Each FBO shall submit to the appropriate insurer timely notices and claims of all losses insured under any required insurance policy, pursue such claims diligently and comply with all terms and conditions of required insurance policies. Each FBO shall promptly give the Airport Manager copies of all notices and claims of

loss and any documentation or correspondence related to such losses. Each FBO shall make all policies for required insurance, policy amendments and other related insurance documents available to the Airport Manager and/or the County upon reasonable notice.

(4) Each FBO shall maintain the following insurance policies as required insurance under the Airport Rules and Regulations, or as may be required by the County's Risk Manager at the time an FBO application is submitted to the Airport Manager:

(a) Workers Compensation and Employers Liability Insurance. This insurance shall pay the lessee's obligation under the Workers Compensation Law of Virginia. Employer's liability coverage shall provide limits of at least \$100,000 each accident for bodily injury and \$100,000 each employee for disease. The total policy limit for disease shall be at least \$500,000.

(b) General Liability Insurance. This insurance shall be written on an "occurrence" basis, responding to claims arising out of any occurrences which may take place during the policy period. The general liability form shall provide limits of at least the following with no deductible:

- \$5,000,000 each occurrence for bodily injury and property damage.
- \$5,000,000 each incident for personal and advertising injury.
- \$5,000,000 product-completed operation aggregate.
- \$5,000,000 general aggregate.

The County shall be included as additional insured. The contractual liability coverage shall include protection for the FBO from claims arising out of the liability assumed under the indemnification provision of the Airport Rules and Regulations.

(c) Business Automobile Liability Coverage. Business automobile liability insurance shall apply to any automobile, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$1,000,000 each accident. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

(d) Aircraft Liability Insurance. This insurance shall provide aircraft liability, including temporary substitute aircraft and non-owned aircraft liability, to a combined single limit of at least \$1,000,000 limited to \$100,000 each passenger per occurrence. Coverage shall apply to bodily injury or death and mental anguish, including passenger injuries and property damage.

(e) Hangarkeepers Liability Insurance. Hangarkeeper'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 \$5,000,000 each occurrence. The County is to be included as additional insured. The contractual liability coverage shall include protection for the FBO from claims arising out of the liability assumed under the indemnification provisions of the Airport Rules and Regulations.

(f) Premises Pollution Liability Insurance

(5) Any person conducting an Aeronautical Activity to the public at the Airport under the supervision of, or pursuant to an arrangement with, an FBO shall not be required to obtain the insurance described above as long as the insurance policy, or policies, of the FBO covers that person to the same extent and in the same amount as the applicable insurance policy described above.

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

(a) \$50,000 bodily injury or death of one person.

(b) \$100,000 bodily injury or death of two or more persons.

(c) \$25,000 property damage protection.

(d) \$250,000 single limit policy.

g. The FBO shall furnish all services authorized or approved by the County, on a fair and not unlawfully discriminatory basis, to all persons. The FBO shall charge fair, reasonable and not unlawfully discriminatory prices for each unit of service, provided that the FBO may make reasonable discounts, rebates or other similar types of price reductions to volume purchasers, if permitted by law.

h. Each FBO, upon being fully authorized by the County to construct any required physical facilities, shall immediately commence and conduct on a full-time basis all business activities and services upon completion of said facility.

i. The County may, at its discretion, terminate any lease or other agreement authorizing the FBO to conduct any services or businesses at the Airport. Said termination shall automatically revoke the FBO's lease for any cause or reason provided in the Airport Rules and Regulations or of the terms of any agreement between the County and the FBO, and in addition thereto, upon the happening of any one or more of the following:

(1) Filing of a petition, voluntarily or involuntarily, for the adjudication of the FBO as bankrupt.

(2) The FBO making any general assignment for the benefit of creditors.

- (3) Abandonment or discontinuance of any permitted operation at the Airport by the FBO or the failure to conduct operation on a full-time basis without the prior approval of the County.
 - (4) Failure of the FBO to remedy any default or breach of violations by it or its personnel in keeping, observing, performing and complying with the Airport Rules and Regulations and the terms, covenants and conditions in any lease or agreement entered into pursuant hereto on the part of the FBO to be performed, kept or preserved, within thirty days from the date written notice from the County has been mailed or delivered to the place of business of the FBO at the Airport.
 - (5) Failure to promptly pay to the County, when due, all rents, charges, fees and other payments which are payable to the County by the FBO.
 - (6) Operation of the business of the FBO so as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or any pilots, students or passengers.
 - (7) The discovery that the FBO has willfully misrepresented, misstated, falsified, withheld or failed to make full or accurate disclosure of any information required by this document.
 - (8) Any action or omissions of the FBO or its principals which adversely affect, or may adversely affect, the mission of the Airport.
- j. In the event of such termination, the FBO shall immediately and peaceably vacate the Airport and surrender possession of the premises to the County and shall cease and desist all business operations at the Airport. Should the FBO fail to make such surrender, the County shall have the right at once, and without any notice to the FBO, to enter and take full possession of the space occupied by the FBO at the Airport by force, or otherwise, and to expel, oust and remove any and all persons that may be found within or upon the space/property at the sole expense of the FBO and without being liable to prosecution or to any claim for damages. Upon such termination by the County, all rights, powers and privileges of the FBO shall cease, and the FBO shall make no claim of any kind whatsoever against the County, its agents or representatives by reason of such termination or any act or omission related thereto.
- k. In addition to all other rights and remedies provided in the Airport Rules and Regulations, the County shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce the Airport Rules and Regulations, to obtain compliance herewith and to impose the penalties herein provided.
- l. The Airport Manager or any authorized agent of the County shall have the right to inspect, at any time, all Airport premises, together with all structures or improvements

and all aircraft, equipment, licenses, registrations and records of the FBO or its officers, agents or representatives.

- m. The FBO shall park and store the aircraft used in its operations and its customers' aircraft only on areas assigned by the County, unless alternate arrangements for such parking or storage are made with another FBO or the Airport Manager.

Section 18 - Repair, Restoration, Replacement

Nothing contained in these Minimum Standards shall be construed to require the County to maintain, repair, restore or replace any structure, improvement or facility which is damaged or destroyed.

Section 19 - Effect on Existing Leases

All lessees of land under a written lease agreement at the Airport with the County at the time these Minimum Standards become effective shall be required to meet or exceed the Minimum Standards. Such lessee shall also be required to meet or exceed any amendments to the Minimum Standards for the aeronautical activity being provided to the public at this Airport.

Section 20 - Pioneers

When an applicant wishes to qualify as a special SASO in order to provide services not already provided at the Airport, the foregoing Minimum Standards may be modified, subject to the written approval of the County, for a limited period of time (not to exceed one year). It is the express purpose of this provision to encourage the expansion of services at the Airport where they do not exist, and only to the extent and for the period of time necessary, to create an inducement to the establishment of such services.

CHAPTER III - AIRPORT MASTER PLAN

Section 1 - FBO Approval Not Required

The County may, without the knowledge, consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master Plan of the Airport, Approved Airport Layout Plan, in the County's planning and policies in connection with the development of the Airport, in the Airport Rules and Regulations and these Minimum Standards. However, it is the County's intent to inform FBOs and other businesses of any such changes that are significant.

Chesterfield County Airport Minimum Standards
APPENDIX A: Application for Airport Business Permit

CHESTERFIELD COUNTY AIRPORT
APPLICATION FOR AIRPORT BUSINESS PERMIT

GENERAL

Before completing this application, the applicant should become familiar with the latest edition of the Chesterfield County Airport Rules and Regulations and Minimum Standards. A copy of this document can be obtained from the Airport Manager, Chesterfield County.

PURPOSE

Application is made for a license to operate a business or commercial aeronautical activity at Chesterfield County Airport.

- FBO
- Special FBO
- Other Type of Commercial Activity

TYPE OF BUSINESS

Please complete the following as thoroughly as possible. Continue on the back side of this application form or on separate sheets, if necessary.

a. Nature of Business - Specify all products and services to be offered. Applicants for a Special FBO should refer to Chapter II, Section 10, of the Minimum Standards.

b. Facility Requirements

1. State the type and size of facilities needed to conduct the business. Indicate any special consideration for equipment, drainage, lighting, etc. Attach site plans and drawings.
(NOTE: If the applicant plans to build facilities, an Application for Land Lease and/or Construction shall be completed and submitted.)

Chesterfield County Airport Minimum Standards
APPENDIX B: Application for Independent Flight Instructor Permit

CHESTERFIELD COUNTY AIRPORT
INDEPENDENT FLIGHT INSTRUCTOR PERMIT

Date: _____

Expiration Date: _____

Name: _____

Address: _____

Telephone Number: _____

Proof of Chesterfield County Business License (If Applicable): _____

Proof of proper and current licenses certified by the Federal Aviation Administration, with appropriate ratings to cover the training offered:

Chesterfield County Airport Minimum Standards

Independent Flight Instructor Permit

Permit Assurance:

As a permitted Independent Flight Instructor at the Chesterfield County Airport, I understand that the activities of such position may expose me to risk and I assume all such risk. To the extent legally possible, I agree to indemnify and save harmless and assume the defense of the County of Chesterfield, Virginia ("County"), its agents, employees and officials from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments; and to pay all attorneys fees, court costs, and other costs incurred in defending such claims, which may accrue against, be charged to, be recovered from or sought to be recovered from the County, its agents, employees or officials by reason of or on account of damage to the property of, injury to, or death of any person arising from my negligence or acts of omission as a permitted independent flight instructor at the Chesterfield County Airport.

I further assure that at all times adequate public liability and property damage insurance is and shall be provided in such amounts as required by the Code of Virginia and the County's Risk Manager to protect the operation and the County from legal liabilities resulting from this activity and that I shall provide to the Director of Aviation Services on or before July 1 of every year an accurate certificate of insurance showing such insurance coverage. During the course of conducting independent flight instruction activities as stipulated by this permit, I shall (1) furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; (2) charge fair, reasonable, and not discriminatory prices for each unit of service, provided, however, that reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers may be allowed; (3) ensure that all Federal, State, and local statutes, Rules and Regulations shall be complied with at all times.

It is agreed and understood that any violation of the Airport Rules and Regulations and Minimum Standards, or the provisions of this permit may result in its revocation.

Name: _____ (Print)

Signature: _____

Date: _____

Permit # _____