In accordance with
Massachusetts General Laws
Chapter 90, Section 51J

Taunton Municipal Airport (King Field)

Standard Operating Policies
and
Procedures (SOPP)

As written and adopted by the
Taunton Municipal Airport Commission

Revised December 24, 2007
Updated January 30, 2011

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TAUNTON MUNICIPAL AIRPORT

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Office of the Commission

FOREWORD

The Standard Operating Policies and Procedures of the Taunton Municipal Airport has been written to meet one of the most important but least explained areas of business for the Fixed Based and Airfield Operator; the leases and agreements by which the Taunton Municipal Airport conducts its activities.

During the past year of research and preparation of the third Edition, contributors to this book studied leases and agreements from more than 12 airports of every size and description in Massachusetts. The variables and provisions unique to each of them made it impossible to write universal standards and agreements that could be applied to every contractual arrangement.

Instead, we opted to compile in a single book the guidelines, recommendations, and examples to help the airport and the aviation business person structure agreements that will protect and, it is hoped, foster the growth of their company and the airport.

While this publication is designed to provide accurate and authoritative information, it is distributed with the understanding that the Taunton Municipal Airport Commission reserves the right to update, amend and/or change its contents as it deems necessary.

The enclosed Standard Operating Policies and Procedures (SOPP) has been reviewed by the Taunton Municipal Airport Commission and adopted this date, December 24, 2007

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The Commonwealth of Massachusetts
Aeronautics Commission

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Commissioner

Arthur G. Allen
Commissioner

Robert J. Mallard, P. E.
Executive Director

Subject: MAC Approval of Airport Rules & Regulations

Pursuant to Massachusetts General Law, Chapter 90, Section 51J, the Massachusetts Aeronautics Commission (MAC) hereby approves, the

Standard Operating Policies and Procedures (SOPP)

of the

Taunton Municipal Airport

Dated July 1, 2000 (revised 9/18/2000)

Robert J. Mallard

Robert J. Mallard, P. E.
Executive Director
WCK

10-20-2000
Date

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The enclosed Standard Operating Policies and Procedures (SOPP) has been reviewed by the Taunton Municipal Airport Commission and adopted this date.

Adopted on this 20th Day of May, 2000.

TAUNTON MUNICIPAL AIRPORT COMMISSION

Commission Chairperson Charles R. Menard, Sr.

Commissioner Joseph T. Lawlor

Commissioner, Leonard Rose

Commissioner Richard Griffith

Commissioner Robert Adams

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Taunton Municipal Airport

Section I

Definitions

Aeronautical Activity: Any activity conducted on airport property that makes the operation of an aircraft possible or that contributes to or is required for the safe operation of aircraft. The following activities are among those considered to be aeronautical activities within this definition:

- Charter Operations
- Pilot Training
- Aircraft Rental
- Sightseeing
- Aerial Surveying
- Crop Dusting
- Air Carrier Operations (both airline passenger and air cargo)
- Aircraft Sales and Service
- Aviation Fuel and Oil Sales (whether or not conducted in conjunction with other included activities)
- Repair and Maintenance of Aircraft
- Sale of Aircraft Parts
- Any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as an aeronautical activity.

Airport: Shall mean all the land, interests in the land, easements, improvements, developments, roadways, taxiways, aprons, lighting, buildings, structures, motor vehicle parking area, all utilities and facilities owned by the City of Taunton and operated, controlled and maintained by the Taunton Municipal Airport Commission.

Aviation-Related Activity: Any activity conducted on airport property that provides service or support to aircraft passengers or air cargo. The following are examples of aviation-related activities as opposed to aeronautical activities:

- Ground Transportation
- Restaurants
- Auto Parking Lots
- Concessions
- Any other service or support that can be appropriately called aviation-related.

Agreement or Lease: A contract executed between the airport and an entity granting a concession that transfers rights or interest in property, or otherwise authorizes the conduct of certain activities. The agreement or lease must be in writing, executed by both parties, and enforceable by law.

Air Charter: An entity that provides on-demand, non-scheduled passenger service in aircraft having no more than 19 passenger seats (non-transport category turbo propeller aircraft) or no more that 30 passenger seats (transport category turbo propeller or turbine aircraft). This entity must operate under the appropriate federal aviation regulations (FARs).

Aircraft Maintenance: The repair, maintenance, adjustment, or inspection of aircraft. Major repairs include major alterations to the airframe, power plant, and propeller as defined in part 43 of the FAR's.

Minor repairs include normal, routine annual inspection with attendant maintenance, repair, calibration, adjustment, or repair of aircraft and their accessories.

Airport Operating Area (AOA): The ramp, apron, runway, and taxiways at the airport.

Airport Layout Plan (ALP): A drawing depicting the physical layout of the airport that identifies the location and configuration of runways, taxiways, buildings, roadways, utilities, navaids, etc.

Airport Tenant: Shall mean a person, associations of persons, firm, corporation, or other legal entity, using or occupying space at the airport for other than fixed base operation.

Apron: A paved area suitable for aircraft staging and parking.

Assurance: A provision contained in a federal and/or State grant agreement to which the recipient of federal airport development assistance has voluntarily agreed in consideration for the assistance provided.

Commercial Aeronautical Activity: Any aeronautical activity intended to secure earnings, income, compensation, or profit, whether or not such objectives are accomplished. Exempt from the designation of Commercial Aeronautical Activity are Agents of the Commission, Federal Aviation Administration (FAA) Examiners, Designated FAA Examiners, Federal, State and Local Officials in the furtherance of their official duties and other such persons as designated by the Commission where their duties include the licensing, registration or certification of persons or activities. These designated persons or government agencies may receive a stipend, fee or compensation for their services when allowed by law, ordinance or contract.

Commercial Aviation Operator: A commercial aviation operator may be classified as either a fixed base operator (FBO) or a specialized aviation service operation (SASO).

Commission: Shall mean the Taunton Municipal Airport Commission (TMAC) which was created by a vote of the City of Taunton and appointed by the Mayor with the approval of the City Council to maintain, operate and oversee the airport, and including such statutory powers created by Massachusetts General Law, Chapter 90.

Entity: A person, persons, firm, partnership, limited liability company, corporation, unincorporated proprietorship, association, or group.

Equipment: All personal property and machinery together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the activity being performed.

Exclusive Right: A power, privilege, or right that excludes another enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others.

FAA: Federal Aviation Administration

FAR: Federal Aviation Regulation

Federal Airport Obligations: All references to federal grant programs, federal airport development assistance, or federal aid intended to address contractual commitments arising from the conveyance of land or from grant agreements.

Fixed Base Operator (FBO): An entity that is authorized and required by agreement with the airport to provide, at a minimum, the following aeronautical activities at the airport:

- Flight instruction
- Ancillary aircraft ground services (such as line service)

Flying Club/Association: Shall mean any association of persons, firm, corporation, or other legal entity, organized for the purpose of owning any aircraft, intending to foster interest in aeronautics, to exchange and share mutual educational and social experiences, and to provide or obtain a mutual benefit from the aircraft ownership, all for non-profit purposes.

Grant Agreement: Any agreement made between an airport sponsor and the FAA, acting on behalf of the United States, for the grant of federal and/or state funding or a conveyance of land, either of which the airport sponsor agrees to use for airport purposes.

Ground Vehicle: Shall mean any type of motor propelled, manpowered or power operated equipment primarily intended or used for the transportation of people or property on the airport surface.

Hangar Association: Shall mean any association of persons, firm, corporation, or legal entity, organized for the purpose of sheltering aircraft from the elements by means of a permanent structure. Should the Hangar Association be organized for the purpose of renting hangar space to the public for profit, then the Association will be deemed a Commercial Aeronautical Activity. Should the Hangar Association be organized for the sole purpose of sheltering the aircraft of the association members, where all expenses are shared equally among the members and the association holds itself out as a non-profit entity, then the Hangar Association will be deemed a Flying Club/Association and not a commercial aeronautical activity. Subleasing the hangar or a portion thereof to the public for other than a pro-rata share of the operating expenses is deemed a Commercial Aeronautical Activity and is subject to the policies governing Commercial Aviation Operators.

Improvements: At existing facilities the modification of buildings, construction of additions or structures to a building. Improvements may include pavement, fencing, signs, and landscaping that is constructed, installed, or placed on, under, or above any leased area.

Additions and/or improvements to any structure, facility or conveyance must be in compliance with US EPA National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) as amended under the authority of 40 CFR 122 / 55 FR 48063. Prior to making such improvement the individual or lease must gain approval from the Taunton Airport Commission and demonstrate how such improvement complies with federal regulations (details are contained in TAN Stormwater Pollution Prevention Plan (SWPPP)).

Individual Personal Guarantee: An agreement that personally guarantees payment of debts incurred by company/individuals at the Taunton Municipal Airport. See Appendix 1 Forms.

Insurance: The following insurance requirements apply to those operators who provide aeronautical service on the airport property:

Comprehensive general liability insurance, including, if applicable, products, completed operations, and hangar keepers' liability. The minimum of one million dollars ($1,000,000) will be maintained, naming the City of Taunton, Taunton Municipal Airport Commission, its employees, and agents as additional insured parties. Certificates shall be filed with the Commission annually.

Aircraft liability insurance, if applicable, for flight training and rental activities, the operator will be required to notify the customer as to whether or not any of the operator's insurance coverage applies to the customer while using the operator's aircraft.

Workers compensation insurance, if applicable.

Environmental Liability Insurance: applicable to those authorized to self fuel. Refer to Section III – Minimum Standards – 14. Self Fueling.

Ground vehicle liability insurance, if applicable.

Prior to using the airport property the operator will provide the airport with a certificate(s) of insurance identifying the policies described above. The certificate(s) will include a provision that gives the airport 30 days prior written notice of any modification or cancellation to the insurance policy. Certificates of insurance shall be filed with the Commission yearly.

Lease: A contract between the airport owner/operator and an entity granting a concession that transfers rights or interests in property, or otherwise authorizes the conduct of certain activities. The lease must be in writing, executed by both parties, and enforceable by law.

Land Use Identification Plan: A scaled, dimensional layout of the entire airport property, the primary purpose of which is to indicate current and proposed use for each identifiable segment of property. The plan should identify areas dedicated to aeronautical activities and services such as fuel storage, general aviation, passenger loading, air freight and cargo handling, common use aircraft parking, and public automobile parking. Additionally, the plan should identify areas dedicated to future expansion. The land use identification plan may take the form of an airport master plan.

Manager: Shall mean the Taunton Municipal Airport Manager, duly authorized and appointed/hired by the Taunton Municipal Airport Commission (TMAC) and charged with the duty to administer, protect, control and supervise all the operations and maintenance of the airport, and supervise the other employees assigned to perform functions necessary or desirable for such operation and maintenance.

Manager, Assistant: Shall assist and assume the duties of the Airport Manager in his/her absence and/or at the direction of the TMAC.

Minimum Standards: The criteria established by TMAC as the minimum requirements that must be met by businesses, individuals and/or associations in order to engage in providing on-airport activities and services.

Non-Aviation Commercial Business: Any activity, business operation or business related activity intended to generate earnings, income, compensation or profit, whether or not such objectives are accomplished. Any of the below mentioned activities occurring on Airport property, may meet the definition of a Non-Aviation Commercial Activity on Airport property and is subject to the rules governing commercial activities and/or operations:

1. Warehousing of materials and/or supplies for business purposes.
2. Customer sales and/or services performed on airport property.
3. Principal owner and/or employee starting or ending his/her business day on or at the airport on a daily basis.
4. Maintaining a business address and/or business telephone at the airport.
5. Conducting payroll operations and/or payments to employees on or at the airport.

6. Storing and/or dispatching vehicles or equipment from the airport to a worksite.

The Airport Manager has the authority to determine if an activity meets the criteria of a Non-Aviation Commercial Business. In the event that a determination is questioned, the requesting party has the right of appeal to the Taunton Municipal Airport Commission. The appeal shall be submitted in writing and shall list the reasoning why it disagrees with the Airport Manager's decision. The decision of the Taunton Municipal Airport Commission shall be in writing and final.

Open/House Account Receivable: An Open/House Account Receivable may be opened on behalf of an individual and/or company at the discretion of the Airport Manager. Said account, whether individual and/or company will have an allowable charge limit of up to $500.00 without an Individual Personal Guarantee. Any account in excess of $500.00 must submit a properly prepared and executed Individual Personal Guarantee form to be placed on file with the Airport Manager. All Open/House Accounts are subject to all rules and guidelines as established by the Taunton Municipal Airport Commission. The Airport Manager may increase the individual credit line at the request of the individual or at the Airport Manager's discretion not to exceed $1,500.00 based upon the following criteria:

- The individual has exhibited an excellent payment history for the past twelve months and payments were made for the invoiced balance;
- Credit limit increases will take effect in the month when granted;
- Individual will be notified in writing when credit limit has been increased;
- Individual will retain the "Valued Customer" credit line for as long as the customer remains in good standing or when the individual requests removal from the "Valued Customer" status;
- Two or more consecutive late payments or a credit balance older than 60 days will cause a withdrawal of "Valued Customer" privileges.

Operator: As used in these minimum standards, the term operator refers to any person or association of persons, firm, corporation or other legal entity that offers a commercial or non-commercial aviation related activity to the public at Taunton Municipal Airport.

Specialized Aviation Service Operation (SASO): An aeronautical business that offers a single or limited service.

Sponsor: The City of Taunton, Commonwealth of Massachusetts or a private entity obligated to the federal government to comply with the assurances contained in grant agreements or property conveyance instruments. A sponsor may be an entity that exists only to operate the airport, such as the Taunton Municipal Airport Commission. For the purposes of this document, the terms airport sponsor and airport owner are used interchangeably.

Sub-Lease: A lease agreement entered into by a lessee with another entity that transfers rights or interests in property or facilities, and that is enforceable by law.

"Through the Fence" Rights: Rights to conduct commercial aeronautical activity from private property contiguous to the airport or without having a sanctioned (leased property meeting the minimum standards for type of operation) place of business on the airfield.

For all other words or terms having aeronautical usage, the definitions set forth in the regulations promulgated by the Federal Aviation Administration, or its successor organization, are hereby incorporated by reference and adopted.

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Taunton Municipal Airport

Section II

Operations

1. Airport Commission

a. The Taunton Municipal Airport Commission (hereinafter called TMAC) hereby declares its commitment to operate and maintain the Taunton Municipal Airport as a major asset established to be a viable part of the City of Taunton, Commonwealth of Massachusetts and the National Airport System.

b. The TMAC hereby recognizes all of its responsibilities as an airport oversight authority to the City of Taunton and all its inhabitants to conduct the airport operations with prudence and sound judgment, and mindful of the impact any airport activity may have upon the environment, as well as the social and economic well being of the City of Taunton and environs.

c. The TMAC recognizes the pre-emption and regulation of all aircraft flight, aircraft manufacture, aircraft noise and scheduling of certain carriers and their functions by the Congress of the United States and all its duly authorized agencies, including the control of navigable airspace.

2. Commission Meetings: The Commission will hold regular business meetings on a designated date, time, and place, unless otherwise posted. Meeting schedules, including special meetings, will be posted both at City Hall and on the airport bulletin board.

3. Land Use Identification Plan – On display at the airport managers office

4. Business Scope.

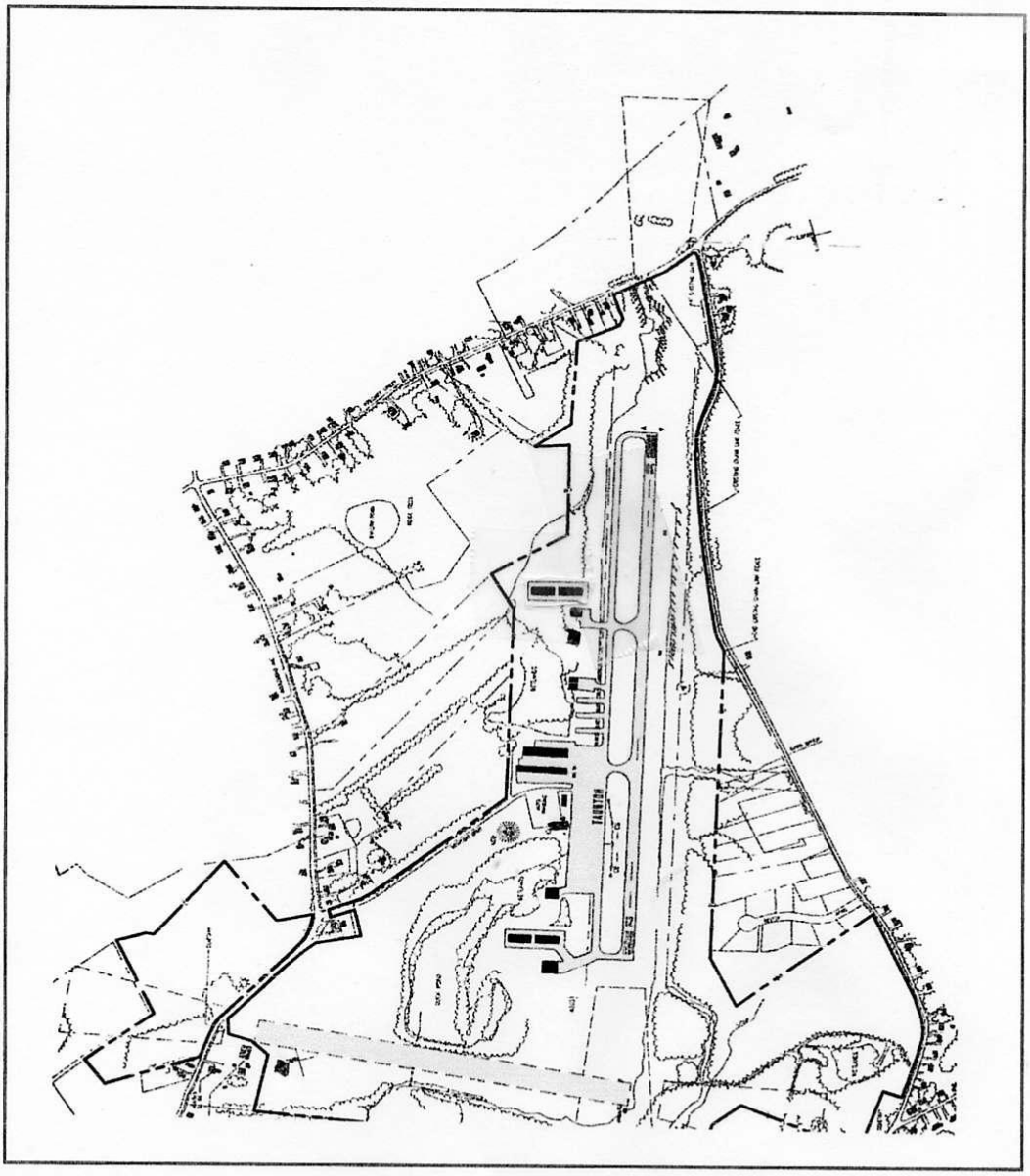
a. All Fixed Base Operators and Airport Tenants shall conduct all authorized business, provide all authorized service and sell all authorized products on fair and reasonable terms, having in mind the benefit to the public and promotion of aeronautical and aircraft activities.

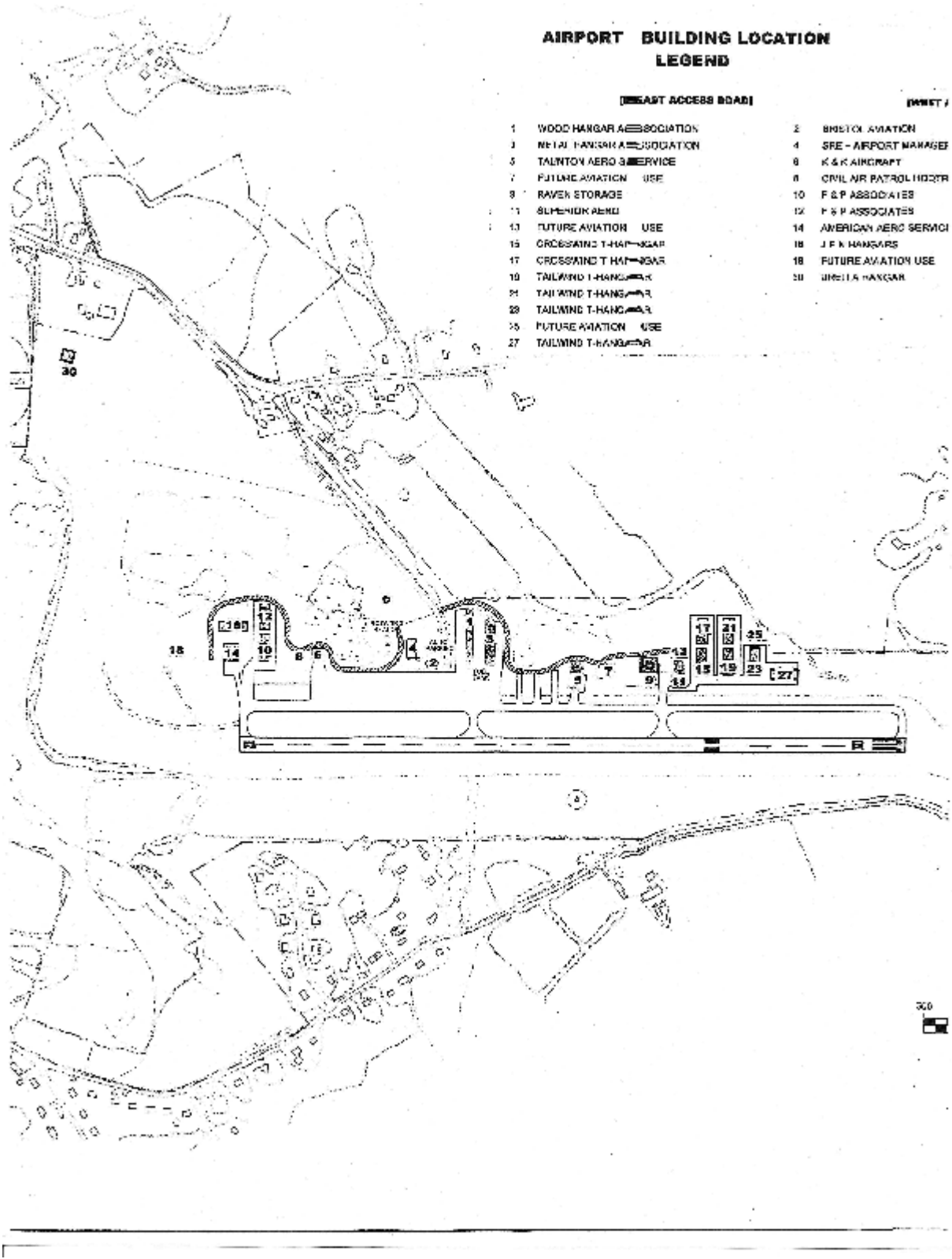
b. All Fixed Base Operations will clearly list and identify their activities.

c. Any Fixed Base Operation, airport tenant, or flying club/association activities on the airport shall be subject to the prior approval of the Airport Commission and/or the Airport Manager.

5. Discrimination. In the operation and use of all facilities; conduct of all businesses; provision of all services; and sale of all products; no person or class of persons will be excluded from participation in, denied the benefit of; or otherwise be subjected to, any discrimination by reason of race, color, creed, sex, sexual preference, age, national origin or handicap.

Taunton Municipal Airport




AIRPORT BUILDING LOCATION
LEGEND
EAST ACCESS ROAD
1 WOOD HANGAR ASSOCIATION
2 BRISTOL AVIATION
3 METAL HANGAR ASSOCIATION
4 SRE - AIRPORT MANAGER
5 TAUNTON AERO SERVICE
6 K & K AIRCRAFT
7 FUTURE AVIATION USE
8 CIVIL AIR PATROL HQ2TR
9 RAVEN STORAGE
10 F & P ASSOCIATES
11 SUPERIOR AERO
12 F & P ASSOCIATES
13 FUTURE AVIATION USE
14 AMERICAN AERO SERVICE
15 CROSSWIND T-HANGAR
16 J F K HANGARS
17 CROSSWIND T HANGAR
18 FUTURE AVIATION USE
19 TAILWIND T-HANGAR
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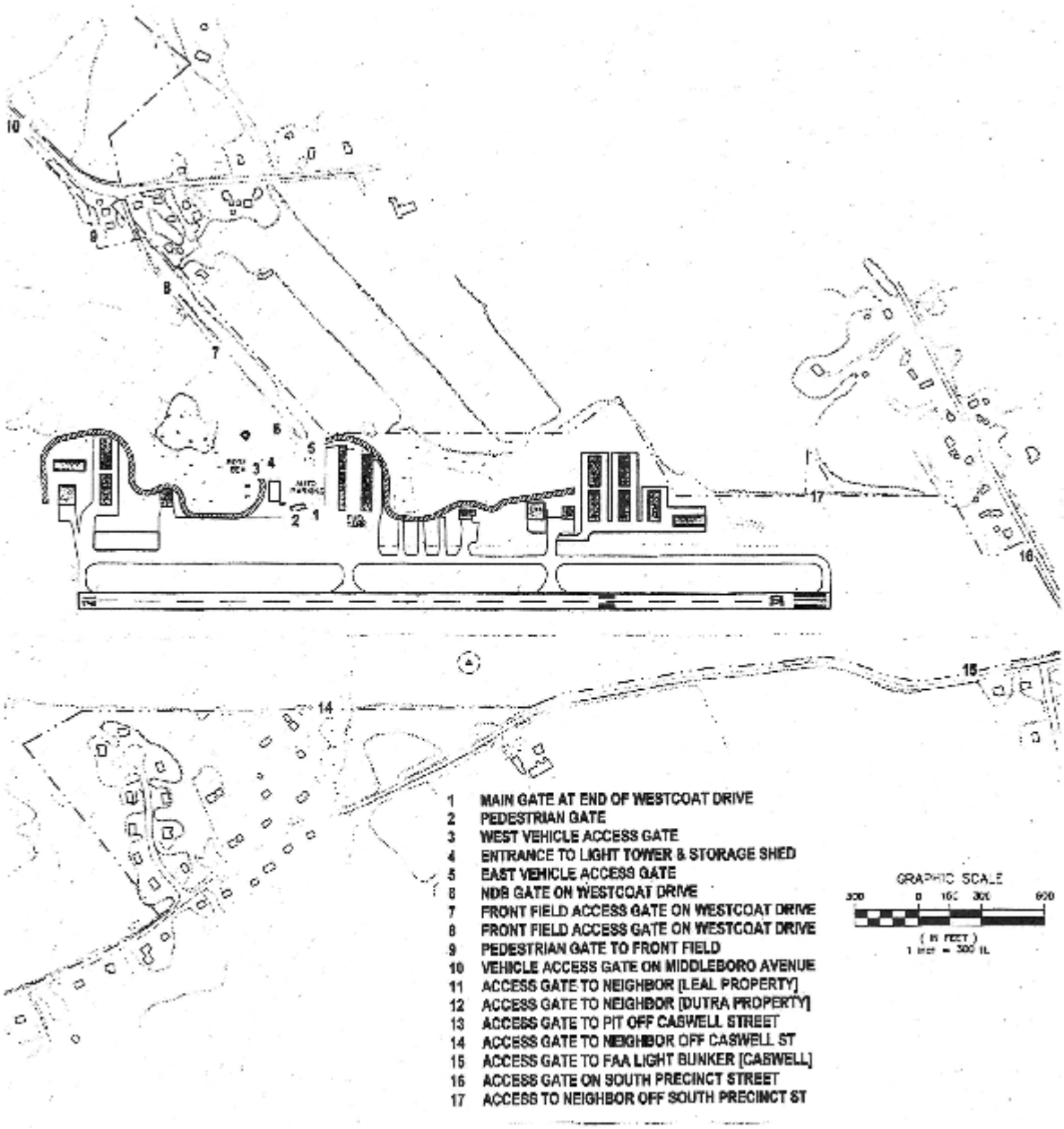
1 MAIN GATE AT END OF WESTCOAT DRIVE
2 PEDESTRIAN GATE
3 WEST VEHICLE ACCESS GATE
4 ENTRANCE TO LIGHT TOWER & STORAGE SHED
5 EAST VEHICLE ACCESS GATE
6 NDB GATE ON WESTCOAT DRIVE
7 FRONT FIELD ACCESS GATE ON WESTCOAT DRIVE
8 FRONT FIELD ACCESS GATE ON WESTCOAT DRIVE
9 PEDESTRIAN GATE TO FRONT FIELD
10 VEHICLE ACCESS GATE ON MIDDLEBORO AVENUE
11 ACCESS GATE TO NEIGHBOR [LEAL PROPERTY]
12 ACCESS GATE TO NEIGHBOR [DUTRA PROPERTY]
13 ACCESS GATE TO PIT OFF CASWELL STREET
14 ACCESS GATE TO NEIGHBOR OFF CASWELL ST
15 ACCESS GATE TO FAA LIGHT BUNKER [CASWELL]
16 ACCESS GATE ON SOUTH PRECINCT STREET
17 ACCESS TO NEIGHBOR OFF SOUTH PRECINCT ST
GRAPHIC SCALE
300 0 150 300 600
(IN FEET)

6. Pricing. All charges for services or products furnished shall be fair, reasonable and not unjustly discriminatory, recognizing, however, reasonable and non-discriminatory discounts, rebates, or other similar types of reduced pricing that may be allowed to volume purchasers.

7. Credit Validation Before Doing Business. The TMAC must be satisfied with the good credit standing and financial stability of a proposed operator or tenant, and evidence thereof shall be submitted to the TMAC before any authorization to conduct business on the airport. In the absence of prior business continuity, the TMAC and/or the Airport Manager may require the posting of a guarantee in the form of advanced rent, performance bond and/or such other form as may be determined to be satisfactory by the TMAC and/or the Airport Manager.

8. License Validation Before Doing Business. The TMAC and/or the Airport Manager must be satisfied with the proposed fixed base operator's aeronautical competence of its representatives or employees. The FBO's staff must possess the federal or state licenses and certificates required by law for the type of duty to be performed. Failure to provide upon request, the evidence of aeronautical competence will be deemed sufficient grounds to deny any and all operating privileges to a proposed fixed base applicant

9. Individual Personal Guarantee. An agreement that personally guarantees payment of debts incurred by company/individuals at the Taunton Municipal Airport (example in Appendix 1).

10. Termination of Business Operations

a. A commercial operator may terminate business operations at any time in accordance with the terms of their lease, business registration and/or any other written agreement with the TMAC. The commercial operator must notify the Commission of his/her intentions to terminate operations, in writing via Certified Return Receipt mail and has thirty (60) days to settle/close their account(s) with the Taunton Municipal Airport.

b. The TMAC may terminate business operations at the Taunton Municipal Airport of any commercial operator for non-compliance with Federal, State law(s) and/or City ordinance or failure to comply with the Standard Operating Policies and Procedures as established by the TMAC and approved by the Massachusetts Aeronautics Commission. The TMAC will notify the commercial operator of its decision to terminate the business registration or agreement, in writing via Certified Return Receipt mail addressed to their last known business address. The commercial operator will have thirty (30) days to settle/close his/her account(s) with the Taunton Municipal Airport.

c. In the event that a commercial operator states that it is no longer providing sales or services to the public, the TMAC will request that the Airport Manager ascertain the status of said business and submit a written report to the TMAC. In the event of an adverse report, the TMAC shall contact the commercial operator in writing via Certified Return Receipt mail to ascertain the formal status of said business. Failure to respond within thirty (30) days may cause the TMAC to terminate that business operation.

11. Eviction from the Taunton Municipal Airport

The TMAC reserves the right to evict from the Taunton Municipal Airport any and all persons, firms, corporations, or other legal entities that violate Federal or State law, city ordinances and/or the provisions of the Standard Operating Policies and Procedures as adopted by the TMAC and approved by the Massachusetts Aeronautics Commission.

12. Airport Security Plan

Foreword

The Security Plan of the Taunton Municipal Airport has been written to meet one of the most important but least explained areas of operation at the Taunton Municipal Airport.

While this publication is designed to provide accurate and authoritative information, it is distributed with the understanding that the Taunton Municipal Airport Commission reserves the right to update, amend and/or change its contents as it deems necessary.

SECURITY PLAN
Effective date of October 4, 2001

Fuel Farm - There are four (4) cement posts surrounding/protecting the fuel dispensing equipment. The equipment is enclosed in a metal casing and power to the equipment is located within the terminal building. The fuel farm is inspected twice daily (8 am and 5 pm) by the airport manager and/or agents dispensing fuel.

Security Lighting - There are fifteen (15) high wattage lights installed on poles strategically located on the airside and ten (10) high wattage lights on poles that are throughout airport property along the main access road, main parking lot and terminal building. The lights are photocell equipped for automatic on/off and are maintained by the Taunton Municipal Lighting Plant.

Security Fencing - The installation of security fencing around the entire perimeter of the airport is now complete. The vehicle and pedestrian automated access gates at the main entrance to airside activities are closed during unattended hours. All other security gates are locked at all times and randomly checked daily.

Automated Access Gate - The installation of automated access gates in 2002 restricts access onto the aircraft operating area (AOA) to authorized and/or emergency personnel only. The vehicle access powered gate opens for vehicles entering and exiting the AOA by use of the airport issued magnetic swipe card. The pedestrian access gate opens to pedestrians entering and exiting the AOA by use of the airport issued magnetic swipe card. Transient pilots using the airport after normal operating hours can exit via the manually operated pedestrian gate. Signage instructing proper re-entry is posted near the pedestrian gate.

Police Patrols - The Taunton Police Department has been requested to perform random patrols of both the airside areas and airport perimeter.

Aircraft Inventory - The airport manager will perform weekly inspections and maintain a count of aircraft located on the field.

Aircraft Data Information - The airport manager will maintain aircraft data information. A log consisting of the aircraft number, owner/operator name, address and the telephone number of aircraft based at Taunton.

FBO Business Information - The airport manager will maintain a log consisting of the name, address, telephone numbers and motor vehicle registration numbers of all the fixed base operators located at Taunton.

FBO Employee Information - The airport manager will maintain a log consisting of the name, address, telephone numbers and motor vehicle registration numbers of all the fixed base operators' employees located at Taunton.

Identification Badges - Personal photo identification badges have been issued to all persons requiring use of airside activities. These badges must be worn and properly displayed at all times while on airport property while performing airport duties. The badges identify their name, company name (where needed), employee number (when needed) and aircraft N number (if applicable). This information is stored via the airport computer security access system.

Security Communications - The airport manager will implement a formal procedure for the distribution of security materials and information pertaining to the airport and its users.

Visitor Sign-in Procedures – Taunton Municipal Airport Commission has requested that all fixed base operators are required to maintain a visitor sign-in/sign-out log for all persons not employed by them who visit their premises.

Unidentified Individuals - All airport personnel are required to investigate all unfamiliar persons and obtain/view their personal identification. Each instance must be reported to the airport manager immediately and police notified, if necessary.

Airport Access Areas - Identified "Operations Areas" and "non-Operations Areas" have been delineated. Access to operational areas is restricted to authorized individuals only.

Caller ID Information - Telephone “Caller ID” equipment has been installed in the airport manager's office. All calls of a suspicious nature must be recorded in a telephone log, indicating the date, time, originating number, duration and topic of the call.

Security Checks - The airport manager, along with FBOs and volunteer personnel perform random security checks during the hours that the airport is unattended. All instances of discovery must be reported to the airport manager immediately and police notified, if necessary.

East-West Security Access Road – The East-West Access Roads will provide access to the existing businesses (FBOs) and T-hangars located on the north side of the apron and taxiway. The roadway facilitates securing the airfield by reducing/eliminating the need for vehicles to travel on the apron and taxiway to get to various FBOs or private hangars.

PROPOSED SECURITY INITIATIVES

Airfield Guidance Signs - Airfield guidance signs and markers will direct and control the movement of aircraft and ground vehicles within the AOA. Applicable FAA standards have been followed.

Pedestrian Guidance Signs - Installation of pedestrian guidance signs will be installed where necessary to inform and direct the movement of people in and about designated areas.

Pavement Markings - The installation of pavement markings will instruct all pilots to the designated parking area and to access the manually operated pedestrian gate. Applicable FAA standards will be followed.

Security Lights - Installation of additional outside fixed lighting at strategic locations and around the perimeter of the airport.

A separate detailed Airport Security Plan has been developed and distributed on a “need to know” basis and is maintained in the Airport Manager’s Office.

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Taunton Municipal Airport

Section III

Minimum Standards

1. Specialized Aviation Service Operation (SASO)

An aeronautical business that offers a single or limited service shall comply with the provisions of this SOPP as contained herein with the exceptions identified by TMAC at the time of application.

2. Conflicts With Existing Agreements Or Federal Law

a. Agreements shall be subordinate to the provisions of any existing or future Agreement between the Commission and the United States of America (or its agents) and/or the Commonwealth of Massachusetts relative to the operation and maintenance of the airport, the execution of which has been required as a condition precedent to the expenditures of federal and/or state funds for the development of the airport.

b. The Commission reserves the right to further develop or improve the common use areas, including but not limited to the landing area of the airport, as it sees fit. It further reserves the right to take any action it considers necessary to protect the approaches to the airport against obstructions, by prohibiting the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which would limit the usefulness of the airport or constitute a hazard to aircraft.

c. During time of war or national emergency, the Commission shall have the right to lease the landing area or any part thereof to the United States Government for purposes of National Defense and in the event the provisions of this Agreement, insofar as they are inconsistent with the provisions of such lease to the United States, shall be suspended. The Commission agrees in the event of such suspension, the term of this Agreement shall be extended for a period equal to the suspension, so that the Lessee shall be entitled to the powers and the privileges and benefits for this Agreement for the same term as if there were no suspension.

d. Force Majeure: Neither party shall be deemed in violation of lease or business agreements if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of god, acts of a public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is beyond its control.

3. General Requirements

a. Agreement: Aeronautical activities shall be identified generally according to the categories defined in Part I and shall be conducted so as to meet or exceed the minimum standards set forth herein. The TMAC will not grant any exclusive rights to conduct aeronautical activities. The TMAC shall have the right, or direct others to do so in their name, to make periodic inspections of any operator's or tenant’s facilities to ensure compliance with lease provisions and regulations of the TMAC.

b. Leased Premises The lease agreement must describe the premises clearly, and accurately; the official plot plan and survey drawings of the properties will be attached to the lease and incorporated by reference.

c. Site Development

(1) The lease may provide for future growth by specifying the lessee's option to expand to additional areas, although such a provision may not create a de facto exclusive operation.

(2) The site description must clearly and precisely describe the lessee's rights with respect to the use of landing areas, runways, taxiways, automobile and aircraft parking areas, aprons, ramps, and the use of navigational aids and terminal facilities.

d. Licenses, Permits, and Certifications

Company Organization: A Certificate of Incorporation, DBA Certificate or other verification of company's organization and tax status in the Commonwealth of Massachusetts, must be on file with the Taunton Municipal Airport Manager. Additionally, a company conducting aeronautical activities in accordance with Chapter 1 of Title 14 of the Code of Federal Regulations shall have a copy of all applicable certificates and permits on file with the TMAC.

e. Payment of Lease, Rents and Fees

Non-payment of Fees and Leases

(a) All customers of the Taunton Municipal Airport are expected to pay their charges/fees/leases upon their respective due date, receipt of a mailed invoice or receipt of a product or service. Additionally, it is the responsibility of the customer to inform the Airport Manager of any changes in the billing address. Invoices that are in dispute must be identified and resolved with the Airport Manager within 30 days of receipt.

- Accounts in dispute will not be assessed a service charge nor have collection action taken until the dispute is resolved.

- Customers may appeal the resolution offered by the Airport Manager to the TMAC at their next regularly scheduled public Meeting.

(b) Amounts in arrears over thirty days (30) will be assessed a service charge of eighteen percent (18 %) A.P.R. The Airport Manager will duly process accounts ninety (90) days overdue for collection action.

- The Airport Manager will send a letter (Certified Return Receipt Requested) to accounts ninety (90) days overdue at the listed billing address, stating the amount over due and the intended actions. The individual (or Corporation/Company) will have fourteen (14) days from date of receipt to respond with the payment or other acceptable arrangement. Failure to take acceptable action will result in any or all of the items listed below:

(1) Impounding of the Aircraft
(2) Processing a lien against the aircraft through the FAA
(3) Referral to a collection agency
(4) Submitting all appropriate data to a credit bureau
(5) Seeking any and all legal remedies.
(6) Municipal liens (in accordance with policy) against property.

(c) Accounts will not accrue more than a limit established by TMAC.

(d) Customers who will be out of the local area for extended periods of time may make pre-payment of regular fees/leases or other such acceptable arrangements with the airport manager before their departure. Arrangements will be in writing stating the date the account becomes active.

(e) Organizations or individuals acting as duly authorized agents of the commission (by legal agreement – i.e. authorized to collect tie-down fees) will turn over all accounts in arrears over 90 days to the Airport Manager after complying with the policies and procedures in place. The Airport Manager will make one (1) attempt to resolve before processing these accounts for immediate collection action.

4. Insurance Requirements

Insurance certificates in the amount (or greater) required by the Commission must be on file with the Airport Manager. The Certificates shall list the City of Taunton, the TMAC, its employees and agents as named additional insured.

5. Assignments, Subletting, and Encumbrances

a. Lessee shall not, at any time during the term of an agreement, in any manner, either directly or indirectly, voluntarily or involuntarily assign, sublease, hypothecate, or transfer lease agreements or any interest therein without the express written consent of the Commission. If the Lessee, without securing written approval of the Commission, attempts to effect such an assignment, sublease, hypothecation or transfer, or if a transfer occurs by operation of law, the Commission may terminate any agreements upon notice to the Lessee.

b. The Lessee does not have the right to remove fixtures (i.e. light fixtures, fire suppression equipment, radio speakers, etc.) annexed to or incorporated in facilities owned by the City of Taunton Municipal Airport Commission.

6. Taxes

Lessee's shall pay to the City of Taunton, annually, all taxes assessed upon any and all facilities, structures or equipment constructed or installed by the lessee, in the same manner and to the same extent as if privately owned.

7. Signage

a. Lessee shall not construct or place signs, awnings, or marquees without the expressed written consent of the Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Commission to remove them, the Commission reserves the right to enter the premises and remove them at the expense of the Lessee.

b. No fixed or portable signs for advertising and no external building advertising will be permitted on the airport except as specifically authorized by the Commission and/or the Airport Manager.

8. Safety of Others

a. No person shall walk or operate a ground vehicle on any runway, taxiway, or aircraft apron, unless authorized to do so by the Commission and/or the Airport Manager.

b. No person shall climb, jump or in any way traverse any fence, barrier, or pass beyond prohibitive sign to gain access or ingress to the airport and/or restricted access.

c. All aeronautical activities at the airport shall at all times be conducted with due consideration to the safety of all airport users, other persons, and property located at or about the airport.

9. Hours of Operation

All line service to aeronautical users must be available from 0800 to 1700 hours local time (8:00 AM to 5:00 PM), unless exception there from is approved by the Commission and/or the Airport Manager.

10. Business Registration Requirements

a. A Commercial Operator doing business at the Taunton Municipal Airport will be expected to provide:

(1) Evidence to demonstrate they are authorized to do business in the Commonwealth of Massachusetts (i.e. Massachusetts Tax Certificate in the company or corporate name).

(2) A telephone listed under the company name and attended during normal business hours.

(3) Insurance - Certificate in the amount (or greater) required by the Commission on file with the Airport, listing the City of Taunton, TMAC, its employees and agents as named additional insured.

(4) Compliance with certification requirements of FAA, State and Local authorities (if required).

(5) Compliance with all other regular Taunton Municipal Airport requirements.

Violation of any one of these requirements will be cause for removal from the airfield.

11. Airport Operations

a. TMAC (or its agents) shall be the controlling authority for all operations on the AOA.

b. Communications: The TMAC, its employee's and agents are the only persons authorized to communicate on the ground based UNICOM (frequency 122.7 MHz)

c. Calm Wind Runway: Flight operations during calm winds (steady state wind speed of 3 kts. or less) or variable (if 5 kts. or less) will use runway 30 as the active runway.

d. Departure Procedures. Aircraft departing runway 30 will avoid over flight of the Middle school by taking a heading of 260 degrees when safely able to do so.

12. Traffic Pattern and Operating Procedures

a. Traffic Pattern:

(1) Taunton Municipal Airport adopts the use of the standard left-hand traffic pattern as defined by Advisory Circular 90-66A.

(2) Prior to entering the traffic pattern, aircraft should avoid the flow of traffic until established on the entry leg. For example, the windsock can be checked while at an altitude above the traffic pattern. When the

proper traffic pattern direction has been determined, the pilot should then proceed to a point well clear of the pattern before descending to the pattern altitude.

(3) Arriving aircraft should be at the appropriate traffic pattern altitude before entering the traffic pattern. Entry to the downwind leg should be at a 45 degree angle abeam the midpoint of the runway.

(4) Airplanes are to observe a 1000 foot above ground level (AGL) traffic pattern altitude. Large and turbine powered airplanes will enter the traffic pattern at an altitude of 1,500 feet. The pilot may vary the size of the traffic pattern (lateral distance parallel from the centerline of the runway) depending on the aircraft's performance characteristics. Traffic pattern for rotorcraft, gliders and aircraft with a gross weight under 1,200 lbs. And under 85 horsepower is at an altitude of 700 feet (AGL), inside the standard pattern established for the airport.

(5) Traffic pattern altitude will be maintained until the aircraft is abeam the approach end of the landing runway on the downwind leg.

(6) The base leg turn should commence when the aircraft is at a point approximately 45 degrees relative bearing from the runway threshold.

b. Take Off and Departure:

(1) Aircraft will use the full length of the runway except when conducting training, such as touch and goes.

(2) Airplanes on takeoff will continue straight ahead until beyond the departure end of the runway. Aircraft executing a go-around maneuver will continue straight ahead, beyond the departure end of the runway, with the pilot maintaining awareness of other traffic so as not to conflict with those established in the pattern. In cases where a go-around is caused by an aircraft on the runway, maneuvering parallel to the runway may be required to maintain visual contact with the conflicting aircraft.

(3) When departing the traffic pattern airplanes will continue straight out or exit with a 45 degree left turn beyond the departure end of the runway after reaching pattern altitude.

(4) Procedure for aircraft using runway 30 - airplanes are to continue straight out until reaching an altitude of 500 feet and beyond Liberty Street, then turn left to 260 degrees and continue climbing to traffic pattern altitude (thereby avoiding over flight of the Martin Middle School and noise sensitive areas). Pilots may elect a straight out departure only if able to maintain 1000 feet AGL or above prior to reaching the Martin Middle School. Pilots need to be aware of any traffic entering the traffic pattern prior to commencing a turn.

(5) Throughout the traffic pattern, right of way rules apply as stated in FAR 91.113.

c. Ultralight Operations

(1) All operations must comply with FAR 103, and applicable recommendations in Advisory Circulars 90-66A and 103 Series, current editions [available from FAA.]

(2) Each Ultralight operator must visually ensure that the taxi area is free of obstructions (people, cars, trucks, mowing equipment, etc) prior to taxiing and conducting flight operations. Ultralights may taxi on the grass median between the taxiway and runway.

(3) Except for emergencies, all on airport takeoff or landing operations will use the first third of each active runway. Calm wind runway is 30.

(4) Recommended pattern altitude is 500 ft AGL and a standard left hand pattern is employed with all active runways.

(5) All Ultralights will operate between 500 and 1400 feet AGL within 2 miles of the airport.

(6) Voluntarily avoid overflight of residential areas adjacent to the airport as a desirable alternative to formal noise abatement procedures.

(7) Mid-field departures are not permitted, except for touch and go operations. Ultralight operators must clear the runway as soon as possible after landing using extreme caution for other aircraft landing or taking off.

(8) Formation takeoffs and landings are prohibited.

(9) Ultralight operators must have received a current copy of the Taunton Municipal Airport SOPP rules of Ultralight Operations prior to conducting continuing flight operations.

(10) In the interests of overall airport safety and ultralight pilot education, with the various types of aeronautical activity occurring at the airport, membership is recommended in a recognized Ultralight-Sport Aviation oriented organization. Ultralight pilots who do not belong to one of these organizations or who are not rated pilots must receive a briefing from the Airport Manager prior to conducting Ultralight Operations.

(11) Prior permission from the Airport Manager is required (PPR) before conducting Ultralight Operations.

(12) Operating your Ultralight in a safe and professional manner is the inherent responsibility of each Ultralight pilot when flying in the vicinity of Taunton Municipal Airport. Also recommended is the use of a hand held radio monitoring the Common Traffic Advisory Frequency (CTAF) (122.7)

13. Unicom (Radio) Communication

a. Procedure:

There is no substitute for alertness while in the vicinity of the Taunton Municipal Airport. It is essential that pilots be alert and look for other traffic and exchange traffic information when approaching or departing. This is of particular importance since other aircraft may not have communication capability or, in some cases, pilots may not communicate their presence or intentions when operating into or out of the airport. To achieve the greatest degree of safety, it is essential that all radio-equipped aircraft transmit/receive on the UNICOM frequency 122.700 MHz for the purpose of airport advisories.

Pilots inbound for landing traffic should monitor and communicate as appropriate on 122.700 MHz within 10 miles of the airport. If no response is received from UNICOM on 122.700 MHz, pilot should announce his/her intentions in-the-blind when approaching within 10 miles of the airport, when entering downwind, base, final and upon leaving the active runway.

Pilots of departing aircraft are advised to monitor/communicate on frequency 122.700 MHz. If no response is received from UNICOM 122.700 MHz, announce procedures in-the-blind on this frequency at start-up, before taxiing (as necessary) during taxiing, before taxiing onto the runway for departure, and when departing the airport traffic area.

Pilots of aircraft conducting other than arriving or departing operations at altitudes normally used by arriving and departing aircraft should monitor/communicate on 122.700 MHz while within 10 miles of the airport unless required to do otherwise by federal air regulations. Such operations include parachute jumping/dropping, transiting the area en route, practicing maneuvers, etc.

Communications at Taunton Municipal Airport will follow the guidelines contained in the Airman's Information Manual (AIM) paragraph 4-1-9.

14. Fuel Dispensing and Storage

The Taunton Municipal Airport Commission reserves the exclusive right to sell all aviation and motor fuels on the Taunton Municipal Airport.

The Taunton Municipal Airport Commission does not allow the aircraft owner(s) and/or businesses to contract with an off airport company to enter upon the airport for the purpose of fueling/refueling his/her/their aircraft unless they have declared themselves as a self-fueler and abide by all rules governing these types of operations. This is clearly conducting an aeronautical activity, not by the owner of the aircraft, but by the fuel company. Also, the airport does not allow a “co-op” (an organization formed by several aircraft owners for the purpose of self-fueling) to function as a single aircraft owner for self-fueling purposes.

a. Self-Fueling Operations (Individual / Single Aircraft):

Those persons wishing to self-fuel shall adhere to the following policies and procedures:

User Operating Restrictions:

1. All self-fueling operators must pay to the airport a per gallon flowage fee (to be established, reviewed and changed at the Taunton Municipal Airport Commissions discretion) for fuel delivered upon the airport.

2. Self-fueling operations shall be governed by a permit issued annually by the Taunton Municipal Airport Commission and/or its agent(s) without fee. A permit must be issued for each aircraft registration number based at the airport wishing to utilize self-fueling operations in order to ensure that all such persons are adequately informed of those policies and procedures designed to minimize the environmental and safety hazards associated with such operations.

3. All fueling of aircraft shall be performed only in the area designated by the Airport Manager as appropriate for such activities. The storage of refueling vehicles and the fueling of aircraft within hangar buildings is strictly prohibited.

4. The storage of Mogas or Avgas in any building shall not exceed (14) fourteen gallons. Any single container shall not exceed (7) seven gallons. Storage shall be in compliance with all Federal, State and City Laws, regulations and advisories.

5. The maximum allowable container size for transport and servicing shall not exceed (7) seven US Gallons (usg), and must be a container approved for such use by the US Department of Transportation.

6. The transfer from the storage or supply tank of a ground-based vehicle is not permitted.

7. The use of electric pumps is prohibited.

8. The use of Mogas in lieu of Avgas shall be restricted to those certified aircraft which have valid and effective Supplemental Type Certificates (STC) authorizing MOGAS as a fuel, and shall be utilized in compliance with the conditions set forth in said STC or other provisions of the FAR's.

9. Transportation of Avgas or Mogas onto or off the field must be done in accordance with regulations established by the Fire Marshall, the Department of Transportation and other appropriate authority (i.e. approved fuel containers).

10. All self-fueling operations shall be conducted in accordance with federal, state and local laws, regulations, ordinances, conditions, orders and advisories.

11. The quality of fuel being received, stored, handled and dispensed shall be maintained to manufacturer's / refinery's specifications and in accordance with manufacturer's / refinery's guidelines and recommended practices.

12. Users shall keep the fueling area clean and free of vegetation, snow, debris and hazardous conditions.

13. All individuals (business / single) engaged in the practice of self-fueling shall have adequate materials and trained personnel available for the clean up of fuel spills. The equipment necessary shall include, but not be limited to adequate and accessible amounts of absorbent materials, shovel, broom, and disposal containers. All financial responsibility for the cleanup and remediation of fuel spills associated with the operation is that of the Operator and its principals.

14. An aircraft owner must provide to the Taunton Municipal Airport Commission, a fueling plan outlining the fuel tank, fuel container, fueling facility, fueling safety and environmental procedures to be utilized by the aircraft owner for the delivery and dispensing of fuel into their aircraft. The aircraft owner must also show proof that the fuel container(s) are used solely for the specific fuel product to eliminate the possibility of co-mingling of product.

15. Must show proof of compliance with all applicable FAA Advisory circulars, Aviation industry fueling standards (filter types, etc…) safety and environmental rules, regulations and procedures.

16. Must show evidence of ownership or lease of the aircraft being serviced.

17. Provide environmental Pollution Legal Liability Insurance of $1,000,000 combined single limit for all aspects of the fuel tank(s), fuel container(s), fuel truck(s) and fueling operation based upon a total capacity/volume of 1,000 gallons or less or $2,000,000 combined single limit for all aspects of the fuel tank(s), fuel container(s), fuel truck(s) and fueling operation based upon a total capacity/volume of 2,000 gallons or less. The City of Taunton, Taunton Municipal Airport Commission and its agents shall be named as additional insured.

18. Provide general Liability insurance of $1,000,000 combined single limit for all aspects of the fueling operation. The City of Taunton, Taunton Municipal Airport Commission and its agents shall be named as additional insured.

19. Premises Liability insurance of at least $1,000,000 CSL for bodily injury, property damage and Product and Completed Operations liability of at least $1,000,000 naming the City of Taunton, the Taunton Municipal Airport Commission and its agent(s) as additional insured.

20. Provide copies of all appropriate permits to the Airport Manager.

21. Failure to follow these standards may result in the cancellation of the right to self-fuel.

22. Each individual choosing to refuel his/her own aircraft must be equipped with one (1) fire extinguisher that meets or exceeds a 4A-30 BC rating and one (1) 15-pound CO/2 fire extinguisher.

b. Self-Fueling Operations (Business User / Multiple Aircraft):

Those persons wishing to self-fuel shall adhere to the following policies and procedures:

User Operating Restrictions:

1. All self-fueling operators must pay to the airport a per gallon flowage fee (to be established, reviewed and changed at the Taunton Municipal Airport Commissions discretion) for fuel delivered upon the airport. Copies of the "Bill of Lading" must be provided to the Airport Manager at time of delivery.

2. Mobile dispensing equipment vehicle approved by the Commission for the dispensing of aviation fuel shall not exceed a total capacity of 2,000 gallons, and shall be manufactured for the purpose of aviation fuel distribution.

3. The mobile dispensing vehicle will be located at the area designated by the Taunton Municipal Airport Commission and/or its agent(s).

4. Fuel storage and dispensing facilities will be equipped with meters and filtering equipment meeting industry standards.

5. Transportation of Avgas or Mogas onto or off the field must be done in accordance with regulations established by the Fire Marshall, the Department of Transportation and other appropriate authority.

6. All self-fueling operations shall be conducted in accordance with federal, state and local laws, regulations, ordinances, conditions, orders and advisories.

7. All systems shall meet applicable Federal, State and local regulations for fuel storage and distribution system design and construction.

8. All systems shall be equipped with an overfill warning and automatic shut-off protection system.

9. All components shall be adequately protected from damage and vandalism.

10. All electrical components shall be of explosion proof design and installation.

11. Adequate means shall be designed to minimize the contamination of storm water runoff.

12. Gravity flow and tank pressurization distribution systems are prohibited.

13. All systems shall be equipped with an automatic leak monitor and inventory control system.

14. Approved grounding cables and fuel nozzles shall be used to eliminate static electricity hazards.

15. The grounding cable shall be connected between the vehicle and the receiving grounding point.

16. All hoses must have proper API 1529 markings. Each hose shall have durable identification labels at intervals not exceeding 6.5 feet (2.0 meters). Each label shall include the following information:

- The designated "Aircraft Fueling Hose – API 1529 (edition date it meets; for example, 1529/1989)."
- Manufacturer's name or trademark or both.
- Hose type, grade and serial or reference number.
- Quarter and year of manufacture; for example 3Q/1989.
- Maximum working pressure in pounds per square inch (kilopascals).

17. A formal protocol for maintenance and inspection of fuel dispensing equipment and testing of product quality, the records of which shall be made available to the Taunton Municipal Airport Commission and/or its agent(s) upon request.

18. A training program (use of vehicle / dispensing equipment / fire extinguishers) approved by the Airport Manager for line personnel engaged in aircraft refueling. At least one properly trained person shall be on duty during refueling operations.

19. Users shall keep the fueling area clean and free of vegetation, snow, debris and hazardous conditions.

20. A business operator who operates a fuel dispensing vehicle for his/her own use, shall comply with all applicable federal, state and local environmental statues and regulations, including but not limited to, requirements for the disposal of waste oil / fuels and other potentially hazardous substances, and for the refueling of aircrafts.

21. All individuals (business / single) engaged in the practice of self-fueling shall have adequate materials and personnel available for the clean up of fuel spills. The equipment necessary shall include, but not be limited to adequate and accessible amounts of absorbent materials, shovel, broom, and disposal containers. All financial responsibility for the cleanup and remediation of fuel spills associated with the operation is that of the Operator and its principals.

22. An aircraft owner must provide to the Taunton Municipal Airport Commission, a fueling plan outlining the fuel tank, fuel truck, fueling facility, fueling safety and environmental procedures to be utilized by the aircraft owner for the delivery and dispensing of fuel into his/her aircraft. The aircraft owner must also show proof that the fuel truck(s) are used solely for the specific fuel product to eliminate the possibility of co-mingling of product.

23. Must show proof of compliance with all applicable FAA Advisory circulars, Aviation industry fueling standards (filter types, etc…) safety and environmental rules, regulations and procedures.

24. Must show evidence of ownership or lease of tanks, trucks and fueling facility.

25. Must show evidence of ownership or lease of the aircraft.

26. Provide environmental Pollution Legal Liability Insurance of $1,000,000 combined single limit for all aspects of the fuel tank(s), fuel container(s), fuel truck(s) and fueling operation based upon a total capacity/volume of 1,000 gallons or less or $2,000,000 combined single limit for all aspects of the fuel tank(s), fuel container(s), fuel truck(s) and fueling operation based upon a total capacity/volume of 2,000

gallons or less. The City of Taunton, Taunton Municipal Airport Commission and its agents shall be named as additional insured.

27. Provide general liability insurance of $1,000,000 combined single limit for all aspects of the fueling operation. The City of Taunton, Taunton Municipal Airport Commission, its employee and agents shall be named as additional insured.

28. Premises Liability insurance of at least $1,000,000 CSL for bodily injury, property damage and Product and Completed Operations liability of at least $1,000,000 naming the City of Taunton, the Taunton Municipal Airport Commission and its agent(s) as additional insured.

29. Provide copies of all appropriate permits to the Airport Manager.

30. Provide a copy of the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination (NPDES) storm water multi-sector permit for the fueling operation.

31. Provide a copy of the Storm Water pollution Prevention Plan (SWPP) for the fueling operation.

32. Provide record keeping, on a monthly basis, in sufficient detail to meet the satisfaction of the Taunton Municipal Airport Commission and/or its agent(s) of all fuel deliveries and flowage records noting the aircraft number, date, time and gallons used of each refueling. The Airport reserves the right to audit the fuel operation at its own cost.

33. Fuel deliveries onto the airport should be coordinated with the Airport Manager and shall be limited to the hours between 7:00 AM and 5:00 PM.

34. Failure to follow these standards may result in the cancellation of the right to self-fuel.

35. Each mobile fuel-dispensing unit shall be equipped with one (1) fire extinguisher that meets or exceeds a 4A-30 BC rating, and one (1) 15-pound CO/2 fire extinguisher.

36. Verify that the fire extinguishers are in proper place with unobstructed access for immediate use. If the seal is broken or inspection tag missing, extinguisher must be taken out of service until recharged and tagged for acceptance.

37. Fuel truck(s) shall be parked in areas as designated by the Airport Manager. All sump draining will be accomplished by the use of appropriate containers. Sump draining will not be discharged on paved areas.

38. Deadman controls are required on all fuel dispensing equipment.

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Taunton Municipal Airport

Section IV

Lease Standards

1. Agreement. Before use of any property or facility at the airport, a business entity will enter into a lease agreement with TMAC; at established rates and defined activities.

2. Discrimination. In any construction of improvements on, over, or under any land occupied and used by a tenant or fixed base operator, or the furnishing of services therefore, no person or class of persons will be excluded from participation in, denied the benefit of; or otherwise be subjected to, any discrimination by reason of race, color, creed, sex, sexual preference, age, national origin or handicap and shall not be excluded from participation in, denied benefits of, or be otherwise subjected to any form of discrimination.

3. Construction Plans. The Taunton Municipal Airport Commission requires commercial operators to maintain with the Commission a permanent file of plans and as-builts regarding their operation. The Commission may, upon written application, grant exemptions to the application of the standards, when satisfied, after examination of the circumstances supporting the request for an exemption, that the public interest will be best served by granting such an exemption.

4. Compliance with Building Codes. A tenant or fixed base operator shall use the premises in compliance with all other requirements imposed by, and promulgated by a duly authorized agency, and those requirements enacted and promulgated by the Commonwealth of Massachusetts and the City of Taunton.

5. Prior Approval for Construction or Modification. Detailed plans for all proposed construction, modifications or alterations of exteriors on leased premises will be submitted to the TMAC for review and approval before commencement of any work. Failure to obtain prior approval shall be deemed to be a material breech of this regulation. TMAC approval will require evidence of compliance with the requirements of any other City of Taunton Department, Board or Commission, which may be a prerequisite to the accomplishment of the proposed work. Approval by such other city agency does not bind the TMAC to grant approval. Additions and/or improvements to any structure, facility or conveyance must be in compliance with US EPA National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) as amended under the authority of 40 CFR 122 / 55 FR 48063. Prior to making such improvement the individual or lease must demonstrate how such improvement complies with federal regulations (details are contained in TAN Stormwater Pollution Prevention Plan (SWPPP), SOPPs and Lease Agreements).

6. Prior Approval for Assignment and Sublease. No leased areas may be assigned, sublet or subleased without the prior approval, in writing, of the TMAC.

7. Prior Approval for Signage. No fixed or portable signs for advertising and no external building advertising will be permitted on the airport except as specifically authorized by the TMAC and/or the Airport Manager.

8. Flight Operations, Air Taxi, FAR Part 135 Charter

A flight operator engaged in flight operations will be expected to provide:

a. A well lighted and heated office and reception room area of at least 200 square feet, leased on airport property. This area is to be located within walking distance of the aircraft.

b. A telephone listed under the company name and attended during normal business hours.

c. Premises Liability insurance of $1,000,000 combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of $1,000,000 combined single limit bodily injury and property damage with $100,000 minimum per passenger, also naming the City of Taunton, Airport Commission, its employees and agents as named additional insured.

d. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.

e. Not less than two licensed airworthy aircraft for Part 135 charter operations.

f. Full time personnel during normal business hours, a minimum of five days per week.

g. Tie-down or hangar space for all company aircraft.

h. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Taunton Municipal Airport.

9. Flight Operations, Scheduled Air Carrier, FAR Part 121

The Taunton Municipal Airport is not a FAR Part 139 certified airport nor does the airport support any plans to render such services as required for Scheduled Air Carrier service in the future. Before any Scheduled Air Carrier could operate at the Taunton Municipal Airport, the facility would require significant improvements to accommodate the requirements of FAR 121, 139, 107 and 105. No such improvement can take place without the airport first having all appropriate public hearings and the appropriation of funding to make such changes to the facility. The airport must provide:

a. Evidence as may be necessary to support the need for such service, to include a marketing study to reflect the market potential, the support of the business community, a plan of proposed operations, scheduling and passenger forecast, environmental impact assessment for the proposed schedule, approval of destination airports.

b. Availability of facilities to accommodate public users in the numbers forecast, such facilities to include automobile parking, waiting areas, baggage handling, ticketing enplaning and deplaning procedures.

c. Flight scheduling subject to the approval of the Commission.

d. Monthly reports or copies of daily manifests to show the number of enplaning and deplaning passengers at the Airport.

10. Flight Instruction, Aircraft Rental, Sales, Sightseeing Flights

Flight Operations using aircraft (rented, leased, leased backed or owned). The Commercial Operator will be expected to provide the following:

a. A well-lighted and heated office and reception room area of at least 200 square feet and a separate classroom of at least 100 square feet, leased on airport property. This area is to be located within walking distance of the aircraft.

b. A telephone listed under the company name and attended during normal business hours.

c. Premises Liability insurance of $1,000,000 combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of $1,000,000 combined single limit bodily injury and property damage with $100,000 minimum per passenger, also naming the City of Taunton, Airport Commission, its employees and agents as named additional insured.

d. An ongoing demonstrated ability to meet certification requirements of FAA, State and Local authorities.

e. Not less than two licensed airworthy aircraft for Part 61, 91 or 141.

f. Full time personnel during normal business hours, a minimum of five days per week.

g. Tie-down or hangar space for all company aircraft.

h. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Taunton Municipal Airport.

i. Flight Operators not based at Taunton Municipal Airport can not use the Airport to pick up or drop-off students or advertise the Taunton Municipal Airport as a point of origin for flight instruction.

11. Ground Operations, Aircraft Services, Avionics Services

A Commercial Operator in ground operations and services will be expected to provide:

a. A well lighted and heated office and reception room area of at least 200 square feet, leased on airport property. This area is to be located within walking distance of the aircraft.

b. A telephone listed under the company name and attended during normal business hours.

c. Premises Liability insurance of $1,000,000 naming the City of Taunton, Airport Commission, its employee's and agents as named additional insured.

d. At a minimum, one full time licensed aviation technician, qualified for the work performed, on duty during normal business hours, five days a week.

e. Minimum equipment and manuals as specified by the FAA for model aircraft repaired.

f. Approved facilities for cleaning aircraft parts.

g. A service to remove any non-airworthy aircraft from the airport within a reasonable time.

h. A Storm Water Pollution Prevention and Hazardous Spill Prevention/cleanup plan.

i. A written policy for safe handling and storage of hazardous waste (fuel, oil etc.).

12. Fuel Storage and Dispensing

Taunton Municipal Airport reserves the exclusive right to sell all aviation and motor fuels at the Taunton Municipal Airport.

13. Unique Services

A Commercial Operator including but not limited to aerial photography, aerial advertising, surveying or other such services must provide:

a. A well lighted and heated office and reception room area of at least 200 square feet, leased on airport property. This area is to be located within walking distance of the aircraft.

b. Evidence that they are licensed and/or authorized to do business in the Commonwealth of Massachusetts.

c. A telephone listed under the company name and attended during normal business hours, five days a week.

d. Premises Liability insurance of $1,000,000 combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of $1,000,000 combined single limit bodily injury and property damage with $100,000 minimum per passenger, also naming the City of Taunton, Airport Commission, its employees and agents as named additional insured.

14. Air Freight

A Commercial Operator whose business (in whole or in part) is derived from the transportation or storage of freight shall comply with the following:

a. The fixed base operator will be required to provide a freight terminal facility satisfactory to the TMAC and adequate for storage accommodations (a minimum of 200 square feet leased on the airport).

b. Freight cargo will not be permitted to stand overnight on a loading apron or any adjacent areas, but must be stored inside a freight building.

c. Noxious chemicals, highly flammable materials and explosives, or other environmentally dangerous materials, may be unloaded only with the prior approval of the Airport Manager, and under any special precautions designated by him, such as extra guards, fire fighting equipment, or special supervision by a specialist.

d. Fire and theft insurance which is determined by the TMAC, will be required to be in force at all times, and must provide for total indemnification for the City of Taunton, Airport Commission, its employees and agents.

e. A telephone listed under the company name and attended during normal business hours, five days a week.

15. Aircraft Storage Only

A Commercial Operator whose sole business, on the airfield, is the storage of aircraft shall comply with the following:

a. Prior approval of the TMAC in writing will be required for the construction or modification of single and multiple hangars.

b. Insurance, naming the City of Taunton, Airport Commission, its employees and agents as named additional insured.

c. Aircraft ingress and egress routes to all AOA will be designated by the TMAC and/or the Airport Manager and will be strictly adhered to.

d. Parking areas for ground vehicles, together with access, must be approved by the TMAC and/or the Airport Manager.

16. Off-Site Aeronautical Activities (Adjacent Property)

A commercial operator who uses airport facilities in the furtherance of its business and its base of operations is adjacent to airport property shall comply with the following:

a. Any fixed base operator located off the airport property must have expressed written approval from TMAC for ingress and egress of aircraft to the airport. Said approval, if granted, is only for the period of one (1) year and must be applied for annually.

b. Extension of existing off-site operation agreements will be restricted to the type of operations allowable at commencement of privileges. Any change in ownership of an off-site operation does not include the operating privileges granted to the previous owner.

c. It shall be a prerequisite for TMAC approval that a written agreement be executed prior to any access to the airport by the operator. The agreement shall establish the method of access and the cost for any modification, which shall be borne by the user.

d. Compliance with the standards set forth herein is required as part of any agreements. The off-site operator may not have privileges, which are denied to an on-site operator with comparable operating rights.

e. Insurance coverage naming the City of Taunton, Airport Commission, its employees and agents as named additional insured.

17. Flying Club or Other Aeronautics Associations

a. The Club or Association will post with the TMAC and/or the Airport Manager a copy of the agreement of association or by-laws identifying the purposes of the club or association.

b. Flight instruction for monetary consideration, or other commensurate profit, is prohibited, but mutual assistance to improve pilot proficiency and increase aeronautical knowledge or enjoyment is not restricted.

c. Insurance also naming the City of Taunton, Airport Commission, its employees and agents as named additional insured.

18. Non-Aeronautical Activities

The TMAC and/or the Airport Manager will have the sole discretion to determine the permitted non-aeronautical activities on the airport. Written agreement will be a prerequisite before the commencement of any activity or construction.

Adequate insurance coverage indemnifying the City of Taunton, the TMAC, its employees and agents against any and all losses and claims arising out of the permitted activities is a prerequisite. A copy of the certificate of insurance will be filed annually with the Airport Manager.

19. Standard Aircraft Tie-Down

A person, association or business entity leasing space on the airport as a tenant at will for the purpose of mooring an aircraft will use space specified as "standard aircraft tie-down". Electrical service is available at selected tie-downs for an additional fee.

a. Aircraft tie-downs consist of a numbered space (1 through 80) on the airfield with three metal rings (for wings and tail) embedded in the pavement suitable for attaching a restraining device (rope, cable etc.).

b. Rental of the tie-down space will be at the prevailing rate, payable in advance. Partial months will be prorated on a daily/weekly basis.

c. Contracting for aircraft tie-down space will be in writing between the aircraft operator/owner and airport manager and/or designated agent.

d. Termination of the tie-down contract will be made by the aircraft operator/owner either verbally or in writing to the airport manager/designated agent. Aircraft operators/owners will be charged to the date agreed upon or date of notification, whichever is later.

e. Taunton Municipal Airport is not liable for damage or loss of aircraft and/or contents while said aircraft is tied-down on the airfield.

f. Aircraft operators are prohibited from performing unsafe practices in or around their specified tie-down area (such as using ungrounded electrical cable or extending electrical cable across taxiway, access roads or walkways).

20. Temporary or Portable Tie down Hangars

The TMAC authorizes the erection and/or use of Temporary Portable Tie down Hangar(s) and restricts their usage to tie down spaces 69 through 76. It has been established that prior permission to erect these hangars must be obtained from the TMAC and/or its agents. The construction/removal shall be at the owner's expense and the following shall apply:

a.Temporary Tie down Hangar: Hangar shall be of a single aircraft design occupying a space no larger than 40 ft. x 35 ft. (larger dimension is for the wing span) or within the confines of a standard tie down space as defined by the Airport Manager. This structure will be non-permanent, designed to be erected and/or removed within two working days, anchored to withstand wind speeds of 50 knots and typical winter snow weight loads.

b. Indemnification: The owner/operator shall indemnify the TMAC against any damage attributable to the TMAC because of damage caused by the structure due to acts of nature or owner neglect. This indemnification will be in the amount of a $1,000,000.00 liability insurance policy naming the City of Taunton, Taunton Municipal Airport, the TMAC and/or its agents as co-insured.

c. Termination: The temporary structure may be removed at any time by the owner/operator or within 10 business days upon written notification to the TMAC and/or its agents. Removal of this structure will be at the owner/operator's expense and includes restoring the tie down space to its original condition and configuration.

21. Abandonment of Aircraft / Vehicles

a. Standard Aircraft Tie-down

(1) Aircraft stored in a standard aircraft tie-down area for two (2) months without observed activity or communication from the aircraft operator will be considered abandoned by the TMAC and appropriate action will be taken according to current law and airport policy.

(2) Procedure for establishing the fact that said aircraft is abandoned:

(a) After 30 days of non-response from an aircraft operator to the monthly tie-down billing, a letter (first notice) will be sent to the aircraft operator.

(b) The first notice letter will be sent to both the billing address of the aircraft operator as recorded by the TMAC and the home of record of the aircraft owner as currently recorded by the Federal Aviation Administration's record of registration. This letter will contain the total amount of fees owed, the aircraft abandonment policy and a statement that the aircraft owner/operator contact the airport manager to resolve this issue.

(c) After sixty (60) days without communication from the aircraft owner/operator, a letter (second notice) will be sent to the aircraft owner/operator.

(d) The second notice letter will be sent to both the billing address of the aircraft operator as recorded by the airport commission and home of record of the aircraft owner as currently recorded by the Federal Aviation Administration's record of registration. This letter will contain the total amount of fees owed and a statement of the proposed action contemplated. The aircraft owner/operator will be given thirty (30) days to respond.

(e) After Ninety (90) days without communication from the aircraft owner/operator, the matter will be presented to the city solicitor for resolution and final disposition.

(f) All formal notifications to aircraft owner/operators will be mailed by Certified mail-Return Receipt Requested through the U.S. Post Office.

b. Airport Property Other Than Standard Tie-Down.

(1) Aircraft parked on airport property other than standard tie-down for seven (7) days without any communications from the aircraft owner/operator shall be considered abandoned.

(a) Aircraft parked/stored on property leased by FBO's for the express purpose of temporary storage (i.e. Aircraft awaiting maintenance at a maintenance facility or pick-up by the owner after maintenance is completed) will be exempt from paragraph b.(1).

(2) Procedure for establishing the fact said aircraft is abandoned.

(a) Aircraft parked on airport property for seven (7) days without communication from the aircraft owner/operator will have a letter mailed to the aircraft owner at the address currently on file with the Federal Aviation Administrations' record of registration. This letter will include a statement of total fees owed the Taunton Airport and the aircraft abandonment policy with the requirement that the aircraft owner contact the airport authority within five (5) days of receipt to resolve this issue.

(b) The second notice will be issued if no communication from the aircraft owner within the preceding five (5) days, stating the fees owed, aircraft abandonment policy and the proposed action. The aircraft owner will be given five (5) days after receipt to respond.

(c) Five (5) days after receipt of the second notification without communication from the aircraft owner, the matter will be presented to the city solicitor for resolution and final disposition.

(d) All formal notifications to aircraft owner/operators will be mailed by Certified Mail- Return Receipt Requested) through the U.S. Post Office.

(e) Automobiles deemed to be abandoned will be subject to the same procedures as aircraft

22. Measurement of Leased Property

a. This policy addresses the measurement and annual lease rate of leases granted by the Taunton Municipal Airport Commission:

(1) Land Lease
(2) Building, Terminal or Room Lease

b. Lease duration can not exceed twenty years with lease rates and adjustments to Class "B" space to be renegotiated every three years. Building, Terminal and Room Leases are for one year unless otherwise negotiated. "Tenancy at Will" can be granted at the option of the TMAC.

c. Lease rates are set by July 1 each year. Those leases that are granted or due for renegotiating, before the review and establishment of new rates, will use the current rates established by the Commission until the next renegotiating date.

d. Land lease square footage will reflect a designation of Class A lease area, Class B lease area and access taxiway area. The combination of Class A, B and Access Taxiway lease area will equal the total square footage on which the lease rate is based.

(1) Class A lease area consists of a building and a fifteen (15) foot clear zone surrounding the building. Additionally, Class "A" space will include permanent land improvements such as hard top (without the 15 foot clear zone surrounding the land improvement). This space is non-negotiable during the term of the lease.

(2) Class B lease area consists of additional space adjacent to the Class A space needed for aircraft parking or transit. This space may contract or expand, with the concurrence of the TMAC. An official measurement

will be attached to the lease. The shrinking of Class B space may only occur upon the leaseholders annual renegotiating date, however expansion may occur at any time.

(3) Access taxiways of sole use by the lessee will be included in the total square footage of the lease.

e. During the lease renegotiating periods the Airport Manager will arrange for re-measurement of the Class "B" space at the request of the lessee. Individuals conducting the re-measurement include representatives of the Airport Commission and the leasehold.

f. Building, terminal and room square footage is derived from the inside measurements of the leased space and will be at a lease rate that may or may not include heat, electricity and water.

23. Waivers

The Airport Commission may waive, in whole or in part, any of the standards and regulatory requirements set forth herein upon demonstration that the public interest will be better served by the granting of such waiver.

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Taunton Municipal Airport

Section V

Airport Rules and Regulations

1. Use of Airport Facilities:

a. No person shall travel on any portion of the airport, except upon the roads, walks, or places provided for the particular class of traffic; nor occupy the roads or walks in such a manner as to hinder or obstruct their proper use.

b. No person shall place, discharge or deposit in any manner, garbage, or any refuse in or upon any landing area, ramp and apron area or aircraft parking or storage areas of any public building area on the Airport except in receptacles provided for that purpose.

c. Unless otherwise provided in a lease or other agreement, no person shall use any area of the airport for storage of cargo, property or vehicle without permission of the Airport Manager. If, notwithstanding the above prohibition, a person uses such area for storage as aforesaid, without first obtaining permission, then the Airport Manager shall have the authority to order the cargo, property or vehicle removed at the owner's expense.

d. Any person coming into possession of lost or abandoned articles of money or personal property shall present said articles to the Airport Manager for safekeeping and disposition in accordance with the law.

2. Trespass

No person shall trespass, use or occupy any area of the airport for any purpose whatsoever, except as may be authorized by law, the TMAC and/or the Airport Manager.

3. Visitors Obligations

Any person visiting the airport for purposes of transacting business with the TMAC, its agents, any fixed base operator, or tenant shall exercise the highest degree of care in any area where aircraft are or may be operating. Failure to exercise safe and reasonable care will result in termination of the visitation.

4. Access to Airport Property

The only area of the airport to which the public may have access is the main access road leading to the main administration building, and the motor vehicle parking area adjacent to that road. All other areas of the airport are deemed off-limits and unauthorized areas to the public. The TMAC and/or Airport Manager may revoke such privileged access from any member of the general public, when in their judgment, the conduct of any such member of the general public is deemed a hindrance to the safe or orderly operation of the airport, and may cause such member to be removed from the airport. Overnight parking of motor vehicles is prohibited, except with the express permission of the TMAC and/or the Airport Manager. A parking permit must be obtained from the Airport Manager prior to parking / leaving a motor vehicles in the parking lot for any period of time beyond 24 hours (see example pg 100).

5. Use of Airport Operating Area

Any use of the AOA is prohibited, except as may be authorized by law, and unless in the strict conformance with the requirements of the TMAC and/or the Airport Manager, as published herein.

6. Use of Approved Runways for Operations

Aircraft will use the authorized runways and taxiways for all operations. Exceptions, such as using the grass area between the taxiway and runway, must be requested and approval granted by TMAC and/or the Airport Manager.

7. Parking in Designated Areas

All aircraft must be parked or tied down in areas designated by the TMAC and/or the Airport Manager.

8. Through the Fence

Except as may be specifically designated elsewhere in these regulations, no off-site aircraft, aviation technicians or flight instructors are authorized to enter the airport for the purpose of performing repairs or maintenance on any aircraft or giving flight instruction at the airport for profit without a permit by the TMAC.

9. Authorized Use of Leased Premises

Aeronautical users and tenants of the airport, and tenants with non- aeronautical use privileges, shall not utilize leased premises for any purpose, except as specifically authorized by the Airport Commission and/or the Airport Manager.

10. Discrimination

In any construction of improvements on, over, or under any land occupied and used by a tenant or fixed base operator, or the furnishing of services therefore, no person or class of persons will be excluded from participation in, denied the benefit of; or otherwise be subjected to, any discrimination by reason of race, color, creed, sex, sexual preference, age, national origin or handicap shall not be excluded from participation in, denied benefits of, or be otherwise subjected to any form of discrimination.

11. Protection of All Persons and Property

All fixed base operators and tenants shall provide adequate protection for the safety of all persons and the property of persons using the premises under the control of the operator or tenant.

12. Performance of Repairs: Authorized Persons

Performance of all repairs, maintenance or services to any aircraft shall be limited to a Commercial operator, the owner of the aircraft, or employees of the owner, and none other. Importation of any other persons to perform repairs, maintenance or services for profit to the based aircraft is prohibited, unless authorized by the TMAC and/or the Airport Manager.

13. Location of Repair Operations

No open-air repair services will be permitted, except on leased areas, unless authorized by the TMAC and/or the Airport Manager, except preventive maintenance as specified in FAR part 43.

14. Legal Obligations

Legal obligations imposed on the TMAC by federal, state or local requirements, and which affect, directly or indirectly, aeronautical activity, shall be deemed a part of these standards, and shall be incorporated into any new agreement, extension or amendment of any pre-existing agreement and/or lease.

15. Compliance with Health and Sanitary Codes

A fixed base operator or tenant shall be required to comply at all times with any safety, health or sanitary codes of the City and the Commonwealth.

16. Accounting for Airport Property

a. Airport Property: All Taunton Airport property, except real property, will be classified for accountability purposes as expendable, durable or nonexpendable. Criteria for each accounting classification is noted below.

(1) Nonexpendable property - Airport property that is valued at $200 or more that is not consumed in use and that retains its original identity during its period of use (Includes negotiable media such as credit cards). This property class will be listed on a Formal Register giving its description, serial numbers and value. The Airport Manager is responsible for the care, maintenance and control of these items. (Examples: Truck and radios)

(2) Expendable property - Airport property that is consumed in use or valued less than $10. No formal accounting is required (Exception would be AVGAS). Airport Manager or designee shall inventory property upon receipt to verify items received are the same as vendors' invoice. Expendable property will be kept in a secure place with limited access. (Example: Office supplies)

(3) Durable property - Airport property valued at less than $200, that is not consumed in use will not require formal accountability, however, the user will receipt for this class of property while in their possession. The user will be responsible for security of that property. (Example: Hand tools)

b. Property Register: The TMA Property Register will be maintained by the Airport Manager listing all nonexpendable property that is purchased, leased or given to the airport. The register will contain a description, serial number, acquisition price or fair market value (whichever is greater), quantity and if leased, the lessor.

(1) Inventories - The Airport Manager will inventory property listed on the register annually. Reports of the inventory will be kept on file in the Managers' Office.

c. Accounting for Saleable Materials: Property that is held for sale (either nonexpendable, expendable or durable) will have accounting procedures appropriate for the property class. This accounting process may be recommended by the vendor (such as AVGAS) or adopted from common business practices (such as sale of pilot supplies).

(1) Inventories - Frequency and scope of inventories will be as established by the TMAC based upon vendor contracts or accepted business practice.

17. Noise Abatement

a. Noise Impact Boundaries / Measurement

(1) Noise Impact Boundaries will be consistent with the guidelines established by Federal Aviation Regulations, Part 150 - Airport Noise Compatibility Planning.

(2) All noise measurements identified herein shall be determined by a noise monitor located at sites established by the TMAC at or near the airport perimeter, or by a noise study conducted by a qualified engineering individual or company, as deemed necessary by the TMAC.

b. Airport Noise Equivalent Level Regulation

(1) Aircraft operating from the airport must meet requirements of 14 CFR, section 36-103.

c. Voluntary Compliance

(1) No touch and go landings between the hours of 2200 hours and 0700 hours, local time.

d. Prohibited Activity

(1) Ground vehicles are not allowed on the primary surfaces without the Airport Manager's permission. The speed limit is ten (10) miles per hour (mph), and all ground vehicles must yield to operating aircraft and airport emergency vehicles.

e. Exemption: The TMAC may upon written application, grant an exemption from the application of a regulation, when satisfied, after an examination of the circumstances supporting the application, that the public interest will be served by such grant, and may impose such conditions as may be deemed necessary to effectuate the policies set forth by the TMAC.

18. Soliciting Sales

Solicitation of any kind, the posting of bills, displays of circulars, brochures or other printed material, which advertises or sponsors any cause, individual or group are prohibited, unless requested in advance, in writing and approved by the Commission and/or the Airport Manager. Any unauthorized posting, display or distribution shall be subject to immediate removal and discard by the Commission and/or the Airport Manager, without recourse. All fees or costs associated with the removal of said posting and/or display will be borne by the offending individual or group.

19. Conduct on the Airfield

a. No person shall, at or upon the airport, perform or fail to perform any act if the performance or omission thereof endangers or is likely to endanger person or property.

b. No person shall loiter in or about any public or non-public area of the airport.

c. No person shall commit any disorderly, obscene, indecent or unlawful act, commit any nuisance or abandon any personal property in or about any public or non-public area of the airport.

20. Preservation of Property

No person shall destroy, tamper with, attempt to destroy, deface or disturb any building, sign, equipment, fixture, marker or other structure or property on the airport. No alteration shall be made to any leased or sub-leased area or any public or non-public area in the airport unless approved in writing by the Airport Manager.

21. Report of Accidents

a. All persons involved in any accident resulting in personal injury or vehicle accident resulting in damage to the vehicle occurring on the airport shall make a full report thereof to the Taunton Police Department as soon after the accident as possible and before leaving the airport. A copy of the police report shall be provided to the Airport Manager.

b. In the event of an aircraft accident, the Airport Manager, Massachusetts Aeronautics Commission and the Federal Aviation Administration will be notified immediately. Refer to Appendix 2 - Aircraft Accident Plan for telephone numbers and procedures.

22. Vehicle Regulations

a. No motor vehicle shall be permitted upon the airport unless it shall be in sound mechanical order, shall have adequate headlights, horn, and brakes and clear vision from the drivers seat. Trailers and semi-trailers shall not be permitted upon the airport unless they are equipped with reflector buttons placed upon the rear of such vehicles and unless the trailer shall be equipped with automatic locking brakes so that when disengaged from a towing vehicle, the trailer will not become free rolling. Positive locking couplings will be required for all towed equipment.

b. No vehicle shall be operated on the airport if such vehicle is so constructed, equipped, or loaded as to endanger or to be likely to endanger persons or property.

c. No person shall operate a vehicle on the airport in a careless or negligent manner, or in disregard of the rights and safety of others, or without caution or circumspection, or at a speed or in a manner which endangers or is likely to endanger persons or property, or while the operator thereof is under the influence of intoxicating liquor, or any narcotic or mind altering drug.

d. No vehicle which, in the opinion of the Airport Manager, is dangerous to persons or property, or is likely to obstruct traffic, shall be permitted on the airport property.

e. No person shall park a vehicle or leave the same standing on Westcoat Drive, airport operating area or storage area, except in such places and for such periods of time as may be prescribed or permitted by the Airport Manager.

f. Motor vehicles on the airport shall be operated in strict compliance with speed limits prescribed by the Airport Manager, as indicated by posted traffic signs, and in no case in excess of 10 miles per hour, except police and other emergency vehicles in the case of emergency.

g. The driver of any vehicle involved in an accident on the airport which results in injury or death to any person or damage to any property shall immediately stop such vehicle at the scene of the accident, and give

his name, address, and operator's license and registration number to the person injured or to any officer or witness to the accident. The operator of such vehicle shall before leaving the airport give a full report of the accident to the Airport Manager and the Taunton Police Department.

23. Fire Regulations

a. During the course of actual incidents on the airport, involving fire or threat of fire which may endanger life or property, the senior firefighter present shall be in charge of fire prevention, fire fighting and rescue operations

b. All rules, regulations and recommended practices pertaining to safety and fire prevention contained in the National Fire Codes published by the National Fire Protection Association shall be observed, whether or not specifically provided herein.

24. Housekeeping Practices

a. Discarded inflammable liquids shall be properly contained and labeled as may be required and shall be removed by the lessee from the airport weekly.

b. Lessees of hangars or other aircraft servicing or maintenance buildings, terminal buildings or ramps and apron areas shall provide suitable metal receptacle with self-closing lids for the storage of oily waste, rags and all other combustible rubbish or trash. All such materials shall be disposed of by the lessee off the airport weekly.

c. All lessees on the airport shall keep the floors of hangars or other buildings or ramp and apron areas free and clear of oil, grease and other inflammable materials. The floors of hangars and other buildings and ramps and apron areas shall be cleaned daily and kept free of rags, waste material or other trash.

d. Any company and/or person causing overflow or spillage of any petro-chemical, oil or grease on any apron area shall be responsible for cleaning such area and notifying the Airport Manager and the Taunton Fire Department.

e. No petroleum or petro-chemical products or objectionable industrial waste matter shall be dumped or be permitted to drain into drainage ditches, gutters, bodies or water or into sewer systems or storm drains.

25. Spill Prevention and Control

a. Immediate action must be taken by the company and/or person responsible for any fuel spillage to prevent said fuel spillage from entering into drainage ditches, gutters, bodies of water, or into sewer systems or storm drains of the airport.

b. Any person or agency causing any fuel spillage during fuel transfer operations or otherwise, shall be responsible for all consequences arising there from.

c. Persons responsible for large fuel spillage (six feet or more in diameter) shall immediately notify the Airport Manager and the Taunton Fire Department.

d. Persons responsible for small fuel spillage (less than six feet in diameter) shall promptly clean up the spill using the techniques recommended by the National Fire Protective Association.

26. Contracting and Bids for Supplies, Equipment and Services

a. The Taunton Municipal Airport will from time to time need to obtain supplies, equipment and services from private vendors. In order to provide a consistent method for acquiring these goods and services, the following policies are established:

(1) Up to - $2,500 The Taunton Municipal Airport Commission, its agent and/or the Airport Manager is authorized to use the most efficient method to secure goods and services from a reasonable source. It is the responsibility of the Airport Manager to ascertain that the prices paid are fair and reasonable.

(2) $2,500 - $10,000 The Taunton Municipal Airport Commission, its agent and/or the Airport Manager must obtain a minimum of three (3) telephone bids.

(3) $10,000 - $25,000 The Taunton Municipal Airport Commission, its agent and/or the Airport Manager must obtain a minimum of five (5) Facsimile bids (written quotes).

(4) In excess of $25,000 The Taunton Municipal Airport Commission, its agent and/or the Airport Manager must publicly advertise the procurement. The notice shall remain posted, for at least two weeks, in a conspicuous place in or near the offices of the governmental body until the time specified in the invitations for bids; and be published at least once, not less than two weeks prior to the time specified for the receipt of bids in the Taunton Gazette and/or any general circulation within the area served by the governmental body. In addition, sealed proposals are requested from all vendors.

b. All procurements for goods, supplies and services shall be in compliance with Federal and State laws.

c. To extent there exists a conflict between Section V, No. 27 and state law, federal law, or grant requirements the state law, federal law, or grant requirements will supersede Section V, No. 27.

27. Special Aeronautical Operations

Special aeronautical operations use the same parcel of airport property and as such the below listed activity can not operate concurrently. Each Aeronautical Operation must be approved by the TMAC before the commencement of that activity and sponsors and participants must abide by the following rules:

a. Model Aircraft Operating Procedures

(1) No unmanned aircraft, including model aircraft shall be flown from or over the Taunton Municipal Airport unless written permission has been secured from the Airport Manager. Such permitted flying shall be restricted to a certain designated area on the airport property. Authorized usage of this area shall not interfere with any runways or clear zones. AC 91-57 stipulates that model aircraft must not operate higher than 400 feet above the surface.

(2) No model aircraft shall be operated in the presence of spectators until the aircraft is successfully flight tested and proven airworthy.

(3) Such operations shall be permitted in designated areas only.

(4) Normal operating hours shall be from 0900 hours to 1700 hours, local time, with permission of the Airport Manager.

(5) Individuals/clubs requesting use of this designated area shall submit to the Airport Manager a written list of the names of the clubs and individuals using said premises.

(6) Individuals/clubs who are granted permission to use the area shall be responsible for policing the area to control spectators, maintaining high degree of safety keeping the area clean of all debris, trash, etc. and to report to the Airport Manager any findings not consistent with the proper appearance of the area.

b. Skydiving Operations

(1) The designated "Drop Zone" is that parcel of open land adjacent to Middleboro Avenue to the East of runway 4 – 22.

(a) Prior to Skydiving operations, a NOTAM will be on file with Bridgeport FSS. The Skydiving aircraft will be in communications with Taunton UNICOM (122.7 MHz) during all operations and will announce the following over the UNICOM frequency:
1. One minute prior to every jump;
2. Jumpers Away;
3. and Parachutes Open.

(b) Operations when the active runway is 30 or 4:

The parachute drop (the point where parachutists exit the aircraft) will be on the Upwind side of the airport, not to cross a line extended from the centerline of the taxiway.

(c) Operations when the active runway is 12 or 22:

The parachute drop will be on the Upwind side of the airport, not to cross a line extended from the Runway 30-12.

These operations will use the square or steerable parachutes only.

Parachute descent will be on the Upwind side of the airport and follow a descent corridor indicated by the center of runway 30 – 12 (Minimum altitude 800 feet, 300 foot radius) and the NDB antenna (Maximum altitude 600 feet, 300 foot radius) to the drop zone.

c. Glider Operations

(1) Aero-tow operations may take place on any active runway. Winch operations may occur on Runway 22 only when Runway 22 is the active Runway.

(2) Gliders will use the same traffic pattern as powered aircraft, however will land only on the grass area between Runway 30-12 and the taxiway for those operations where the active runway is 30 or 12. When the active Runway is 4 or 22, gliders may use the runway for landing and take-off.

(3) Glider Operators will insure that a NOTAM is in place when conducting glider operations.

(4) Gliders will not intentionally release on-tow below 700 feet.

d. Balloon Operations

(1) Balloons will launch from Taunton Municipal Airport on the parcel of open land adjacent to Middleboro Avenue and to the East of Runway 4 – 22.

(2) Balloons are restricted to operations from 5:00 AM to 9:00 AM daily.

(3) Balloon Operators will insure that a NOTAM is in place before launch.

28. Banner Tow Operations. Banner tow operators/pilots will announce banner pick-up and drop-off over the UNICOM Frequency.

29. Air Meets

a. An Air Meet is a scheduled event or events consisting of a contest, demonstration or exhibition involving aircraft in flight conducted mainly for the interest of either spectators or contestants (definition 702 CMR 2.01).

b. No Air Meet shall be conducted unless prior to the Air Meet a detailed schedule of the program and a description of all events is submitted to the TMAC and permission granted. After TMAC approval, a detailed schedule of the program and a description of all events shall be submitted to the Massachusetts Aeronautics Commission (MAC) for their review and approval, resulting in a written permit granted by the MAC (702 CMR 3.07).

c. The sponsoring agency will appoint an Air Boss who will coordinate and be responsible for the air meet. Responsibilities of the Air Boss include:

(1) Ensure that a NOTAM is issued when appropriate;

(2) Coordinate the contests, demonstrations or exhibitions;

(3) Ensure that all aircraft have radio contact with the Air Boss and with each other at all times while operating on the airport or while airborne,

(4) Ensure crowd control and the presence of emergency and fire fighting equipment,

(5) Conduct a pilot briefing on the day of the event that as a minimum reviews:
Sequence of events
Current weather briefing
Operational restrictions;

(6) Ensure that participating airmen are certificated and current in accordance with FAR Part 61;

(7) Ensure that participating aircraft have a current U.S. Airworthiness certificate and have been maintained in accordance with FAR Part 91, Subpart E.

30. Travel Rules

a. Applicability:

The payment and/or reimbursement of travel expenses are restricted to commissioners, employees and agents of the Taunton Municipal Airport as designated by the Taunton Municipal Airport Commission (TMAC).

b. Requirements:

Commissioners, employees and agents of the Commission must be on official business of the Taunton Municipal Airport and the travel must be sanctioned by the Chairperson of the Commission for either a single event or for a period of time (no longer than one year). The Chairperson of the Commission will communicate this approval to the individual(s) and to the Treasurer.

Reimbursement for travel is authorized only to points outside a ten (10) mile radius of the airport with the airport terminal building as the point of origin.

Mileage will be reimbursed only when using a personally owned vehicle. Computation will be based upon actual mileage (listing odometer miles at the start of the travel and upon the conclusion) using the most direct route. The Official Mile-O-Guide or the most direct route indicated by various web based map/driving directions programs are useful guides for trip planning. The Commission reserves the right to reimburse for the least expensive mode of travel, regardless of the mode of travel selected by the traveler.

Reimbursement for expenses other than for mileage must be annotated on the travel voucher and accompanied by a receipt.

The Traveler must be on official airport business away from the workplace for an excess of five (5) consecutive hours to qualify for reimbursement of meal expenses, not to exceed three meals within a twenty-four hour period.

The Traveler will not be reimbursed in excess of the schedule of travel expenses set annually by TMAC:

c. Processing of Payment:

Travelers will submit their travel vouchers to the Treasurer of the Commission within ten (10) working days following the completion of the travel or at the end of the month, whichever is greater. The Treasurer will authorize payment of the travel expenses contingent upon Commission approval of the next scheduled TMAC meeting.

Taunton Municipal Airport

Section VI

References

Federal Aviation Administration (FAA) Handbook; Airports Compliance Requirements (Order No. 5190-6)

FAA Advisory Circular 150/5190-1, Minimum Standards for Commercial Aeronautical Activities on Public Airports.

FAA Advisory Circular 150/5190-2A, Exclusive Rights at Airports

Commonwealth of Massachusetts Regulation 702, Section V., Airports and Restricted Landing Areas

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Schedule A
Fee Structure

(Effective January 1, 2010 and subject to change)

Fees:

[1] Aircraft Tie-Down Lease

$70.00 per month
$80.00 per month (electrified)

[2] Building Lease (Terminal Building Floor Space)

$7.25 per square foot

[3] Property Lease (All Ground Leases)

$0.160 per square foot

[4] Business Registration Fee

$80.00 per month

[5] Airport Identification Card

$25.00 each card

[6] Self Fueler – Fuel Flowage Fee

$.25 per gallon

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Schedule B

Emergency/Important Phone Numbers

Government Agencies			
Name	**Bldg#**	**Phone Number**	**Notes**
Airport Managers Office	**4**	(508) 821-2973	
Airport Fax Machine		(508) 821-3723	
Airport Manager – Pager		(508) 387-1229	
Airport Line Shack		(508) 821-5680	
Taunton Fire Department		**911 Emergency**	Business (508) 824-4024
Taunton Police Department		**911 Emergency**	Business (508) 823-5000
Massachusetts State Police		**(508) 947-2222**	
Massachusetts Aeronautics Commission (Accident Reporting)		**(617) 973-8887** Richard Bunker (617) 973-8881 Office	
FAA – Operations Center		**(781) 238-7001 Accident Reporting**	
FAA – NOTAMS		1-866-293-5149	
FAA – Navaid Maintenance		(781) 238-7452	
NOAA – ASOS		(508) 824-5005	
FAA – ASOS Maintenance		(757) 441-6577	
Fixed Base Operators			
Name	**Bldg#**	**Phone Number**	**Notes**
American Aero	**14**	(508) 824-5681	Mike Dupont
K&K Aircraft	**6**	(508) 884-8909	Karl Abers
Superior Aero	**11**	(508) 821-5755	Jim Gotovich
Atlantic Aviation		(774) 226-5189	Deanna King
Non-Commercial Operations			
Name	**Bldg#**	**Phone Number**	**Notes**
Crosswind T Hangar Assn	**15,17**	(508) 922-1742	Bob Adams
F&P Hangar Assn.	**10,12**	(508) 823-0796	Ken Rosenberg
Metal Hangar Assn.	**3**	(508) 238-8883	Cynthia Duquette
Raven Storage LLC	**9**	(508) 612-9790	Ron Nation
Wood Hangar Assn	**1**	(508) 947-3248	Dick Crowell
Tailwind T Hanger Assn	**19,21,23,27**	(508) 386-2514	Bob Adams
Civil Air Patrol - Brockton	**8**	(508) 543-5305	John Horvath
JPN Hangars	**16**	(508) 822-7688	Fred Terra
East Coast Helicopter Serv. Inc.		(774) 721-6195	Dennis J. Kuba

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Appendix 1.

Forms

Agreements, Leases and Permits

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TAUNTON MUNICIPAL AIRPORT
Westcoat Drive
P.O. Box 441
East Taunton, Massachusetts 02718-0441
Phone: (508) 821-2973, Fax: (508) 821-3723

Office of the Commission

Individual Personal Guarantee

To: TAUNTON MUNICIPAL AIRPORT

In consideration of the extension of credit for goods and/or services granted by the Taunton Municipal Airport to

_____
CORPORATE OR INDIVIDUAL CUSTOMER

I hereby personally, individually and unconditionally guarantee payment of whatever amount, which at any time shall be owing to the Taunton Municipal Airport on account of goods and/or services delivered prior to and after the date hereof:

_____

This is a continuing guarantee relating to any indebtedness for goods and services described above, including that arising under successive transactions, which shall either continue to indebtedness or from time to time renew it after it has been satisfied. This guarantee shall be perpetual as to any indebtedness incurred before written notice is received by the Taunton Municipal Airport that I am unwilling to guarantee any additional indebtedness on this account.

DATE	TAUNTON MUNICIPAL AIRPORT ACCOUNT NAME
INDIVIDUAL'S NAME [Please Print] (Beneficial Owner or Partner in the Business)	INDIVIDUAL'S SIGNATURE
RESIDENCE ADDRESS	TELEPHONE NUMBER
SOCIAL SECURITY NUMBER	
INDIVIDUAL'S NAME [Please Print] (Beneficial Owner or Partner in the Business)	INDIVIDUAL'S SIGNATURE
SOCIAL SECURITY NUMBER	**DRIVER'S LICENSE PHOTOCOP(IES) HERE**

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Name and address of traveler:

TAUNTON MUNICIPAL AIRPORT

TRAVEL VOUCHER

Date	Description	Total Mileage	OUT	IN	Amount	Tolls/Parking	Other Expenses
TOTAL							

Traveler's Certification: *I hereby certify under the penalty of perjury that The above amounts as itemized are true and correct, were incurred by me Necessary travel in the service of the Taunton Municipal Airport and conform Fully with travel rules and regulations.*

_____

Signature *Date*

Approved by: _____, Treasurer, Taunton Municipal Airport, Date: _____

Approved by: _____, Chairman, Taunton Municipal Airport, Date_____

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Business Operating Permit

_____ is authorized to conduct the following aeronautical activities at Taunton Municipal Airport:

_____

_____

This activity will be in compliance with the Standard Operating Procedures and Policies (SOPP) and any other requirement established by the Taunton Municipal Airport Commission. This permit will expire on _____. Granted this date _____.

For the Commission:

_____

Signature Date

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Temporary Operating Permit

_____ is authorized to conduct the following aeronautical activities at Taunton Municipal Airport:

_____

_____

This activity will be in compliance with the Standard Operating Procedures and Policies (SOPP) and any other requirement established by the Taunton Municipal Airport Commission. This permit will expire on

_____. Granted this date _____.

For the Commission:

_____

Signature Date

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TAUNTON MUNICIPAL AIRPORT
Westcoat Drive
P.O.Box 441
East Taunton, Massachusetts 02718-0441

Office of the Commission Lease Number:_____

SUSPENSE DATE _____ RENT DATE _____

LAND LEASE AGREEMENT

Lessee:_____

Effective Date:_____

Signature Date: _____

Area in Square Feet:__ _____

Rate per Square Foot: _____Annual Lease $ _____

Terms/Conditions: ☐ Yes ☐ No

Attachments to the Lease:

Attachment A – Property Description
Attachment B – Commercial Operations ☐ Yes ☐ No
Attachment C – Non-commercial Operations ☐ Yes ☐ No

Copies to: City Clerk _____, City Assessor _____, City Treasurer _____
City Auditor _____, City Solicitor _____

CONTACT PERSONS: _____

Street Address: _____

City/Town:_____, State _____ Zip _____

TELEPHONE NUMBERS (H) _____ (B) _____

(C) _____ (Email) _____

THIS AGREEMENT is executed this _____ day of _____ by the City of Taunton Airport Commission, duly established under the provisions and authority included, but not limited to, Massachusetts General Laws (Ter. Ed.) Chapter 90, Section 51E and 51F as amended, hereinafter called the Commission,

and _____, organized and existing under the laws of the Commonwealth of Massachusetts, having its principal place of business at the Taunton Municipal Airport, East Taunton, Bristol County, Massachusetts 02718-0441, and its mailing address _____ _____, hereinafter called the Lessee.

WHEREAS, the Commission is in general control of the Municipal Airport lying within the City of Taunton, Commonwealth of Massachusetts; and

WHEREAS, it is the intention of the Commission that said airport shall be adapted for service to the general public subject to all pertinent regulations of the Commonwealth of Massachusetts and the United States of America; and

WHEREAS, the Commission desires to promote the utility and increased use of the airport, desires to encourage the continuation of commercial and non-commercial aviation operations; and

WHEREAS, the Commission desires to lease the land to the Lessee for his/her/their specific use of certain areas of the airport; and

WHEREAS, the Lessee desires to lease or otherwise secure from the Commission certain areas in connection with his/her/their intended usage on the Airport;

Now, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Commission hereby grants to the Lessee the right to use and occupy the space at the Airport shown on Exhibit A together with all buildings, structures, improvements, additions and permanent installations that the Lessee might construct and install therein or thereon (hereinafter called "the leased premises") during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

PART I: TERM

1. The Commission does hereby premise and lease unto the Lessee for a term _____ years (not to exceed twenty years) from the first of _____ to _____ upon the terms and conditions hereinafter set forth, that part of the Taunton Municipal Airport and its facilities described as follows:

2. Said area to be located at _____

_____

_____

3. The Lessee shall pay to the Airport Commission as rent therefore for the first three (3) years, the sum of

_____

_____

to be paid in full in advance. The rent will be adjusted every three (3) years from the original date of signing to the prevailing land lease rate in effect at the time of review.

4. The Lessee shall have the first option to renew this lease at the end of the term hereof with the written approval of the Members of the Airport Commission at that time in office, and upon such conditions and terms as shall be reasonable and just, taking into consideration the terms of this lease. Lessee shall notify the Commission in writing not less than ninety (90) days before the expiration of the current term of its intent to renew or not renew.

5. The parties shall exercise good faith in negotiating a new rental agreement during said review, taking into consideration the terms of this lease and such other factors as are normally taken into consideration in the usual course of business by Airport Commissions and Airport Lessees in computing their operational costs.

PART II: USE OF LEASED PREMISES

1. The lessee shall occupy and use the leased premises for the following purposes:

_____

_____

and in strict accordance with the provisions of either Attachment B or C, whichever applies.

PART III: RIGHTS AND PRIVILEGES OF LESSEE

1. Subject to duly established Standard Operating Policies and Procedures, as adopted by the Taunton Municipal Airport Commission, the Lessee shall have the right and privilege for the term of this agreement, in common with others so authorized, to use the taxiways, apron, lights, navigation aids, access road, and other public facilities now and hereinafter installed or constructed at the airport, as necessary for the conduct of their operation described below.

2. The Lessee shall have at all times the right of ingress to and egress from the leased premises for Lessee, its shareholders, passengers, guests and other invitees. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery, and equipment reasonably required by such persons or organizations. This privilege will be controlled by the rules and regulations of the Massachusetts Aeronautics Commission, Federal Aviation Administration, Commonwealth of Massachusetts, City of Taunton and the Taunton Municipal Airport Commission.

PART IV: OBLIGATIONS OF LESSEE

1. The Lessee, in conduct of its operation, shall conform to all applicable provisions of the Federal Aviation Rules and Regulations, Massachusetts Aeronautics Commission and those of the Taunton Municipal Airport Commission and other governing bodies

2. Any and all facilities, structures or equipment, constructed or installed by the Lessee must have prior approval of the Taunton Municipal Airport Commission before construction or installation may begin. Maintenance thereof, shall be at the sole expense of the Lessee. Said facilities, structures or equipment shall remain the personal property of the Lessee. They shall not be deemed fixtures or part of the real estate of the leased premises. Additions and/or improvements to any structure, facility or conveyance must be in compliance with US EPA National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) as amended under the authority of 40 CFR 122 / 55 FR 48063. Prior to making such improvement the individual or lease must gain approval from the Taunton Airport Commission and

demonstrate how such improvement complies with federal regulations (details are contained in TAN Stormwater Pollution Prevention Plan (SWPPP), SOPPs).

3. The Lessee warrants that it has inspected the leased premises and accepts possession of the leased premises and improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, Massachusetts Aeronautics Commission and by ordinances of the City of Taunton, Massachusetts and any other governing bodies, and admits its suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Taunton Municipal Airport Commission shall not be required to maintain or make any improvements presently located thereon. The Taunton Municipal Airport Commission shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the leased premises by Lessee, its successors and assigns.

4. The Lessee shall throughout the term of this agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the leased premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

a) keep at all times, in a clean and orderly condition and appearance, the leased premises, all improvements thereon and all of the lessee's fixtures, equipment and personal property which are located on any part of the leased premises.

b) provide and maintain on the leased premises all obstruction lights and similar devices, and safety equipment required by law.

c) be responsible for the maintenance and repair of all utility service lines placed on the leased premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5. The Lessee shall pay to the City of Taunton, annually, for all taxes assessed upon any and all facilities, structures or equipment constructed or installed by the lessee, in the same manner and to the same extent as if privately owned.

6. Lessee shall control the conduct and demeanor of its officers, agents and/or guests.

7. Lessee shall use a system of refuse disposal approved by the Taunton Municipal Airport Commission. The manner of handling and disposal of trash, garbage and other refuse and the frequency of removal thereof from the airport premises shall be subject to the rules, regulations and approval of the Taunton Municipal Airport Commission. Said removal shall be at the Lessee's expense.

8. Should the demised premises be destroyed in whole or in part by fire or other casualty or by Lessee's want of ordinary care, Lessee shall, on receiving written notice from the Taunton Municipal Airport Commission, promptly rebuild or restore the premises to their present condition. Such rebuilding or restoration shall be at the Lessee's expense, and the Lessee shall remain liable for any rent hereunder at all times during the lease term.

PART V: OBLIGATIONS OF THE COMMISSION

1. Subject to the obligations to the United States of America, undertaken as a condition precedent to the grant of Federal Aid in connection with improvement of the Airport, the Taunton Municipal Airport

Commission shall operate and maintain the Airport in a serviceable condition for the use and benefit of the public, including the Lessee.

2. The Taunton Municipal Airport Commission covenants that in the event rights and privileges, similar to those granted under PART I above, should subsequently be granted to other parties, such rights and privileges will be granted only to other parties that, after investigation, are determined to be responsible and competent to carry on the activities in question. The Taunton Municipal Airport Commission further covenants that no rights shall be granted other parties to conduct aviation activities at the Airport unless such facilities, structures and equipment fully meet the specifications established by the Taunton Municipal Airport Commission.

3. This agreement does not grant rights to the lessee to construct facilities or structures or install equipment on the Airport, except in the areas described in PART I and PART II above and with the written consent of the Taunton Municipal Airport Commission. If such rights should subsequently be agreed upon, they shall be the subject of a separate agreement. Should rights subsequently be granted either to the Lessee or to third parties, to construct facilities or structures or to install equipment on the Airport, such construction or installation shall be in accordance with specifications approved by the Taunton Municipal Airport Commission.

PART VI: LIABILITY INDEMNITY

1. The Taunton Municipal Airport Commission shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or any portion of the leased premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth, and Lessee shall indemnify the Taunton Municipal Airport Commission against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the Taunton Municipal Airport Commission for damages to the buildings and improvements that are now on or hereafter placed or built on the premises and to the property in or about the leased premises from any cause arising at any time during the term thereof.

2. And, it is further understood and agreed that the Taunton Municipal Airport Commission shall not be liable in any way to the Lessee or its representatives for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land caused by the elements, erosion and deterioration.

3. Lessee shall, at its own expense, maintain at least $1,000,000.00 in liability insurance naming the City of Taunton, Airport Commission, its employees and agents as insured parties. Certificates of insurance shall be filed with the Taunton Municipal Airport Commission yearly.

PART VII: ASSIGNMENT

1. The Lessee shall not, at any time during the term of this agreement, in any manner, directly or indirectly, voluntarily or involuntarily assign, sublease, hypothecate, or transfer this agreement or any interest therein without the written consent of the Taunton Municipal Airport Commission. If the Lessee, without securing written approval of the Taunton Municipal Airport Commission, attempts to effect such an assignment,

sublease, hypothecation or transfer, or if a transfer occurs by operation of law, the Taunton Municipal Airport Commission may terminate this agreement upon notice to the Lessee. The Taunton Municipal Airport Commission does grant that the Lessee may obtain a mortgage on the building using this lease as collateral. However, the Taunton Municipal Airport Commission does hereby grant the Lessee and its shareholders the following rights to directly or indirectly assign, sublease, hypothecate or transfer their interest herein:

a) The Taunton Municipal Airport Commission does grant the lessee the right to obtain a mortgage on the buildings using this lease as collateral

b) The Taunton Municipal Airport Commission does grant the shareholders of the Lessee the right to rent the exclusive use of hangers represented by their shares in the Lessee Corporation to other parties for non-commercial activities subject to all the conditions of this lease

c) The Taunton Municipal Airport Commission does grant the individual Shareholders of the Lessee the right to sell their stock in the Lessee Corporation to parties of their choosing. In this event the Commission will not look for any part of their sale proceeds.

2. Lessee shall make no alienation of any interest in or to said building nor shall they permit any alienation of any interest in or to said building, without first offering that same for sale to the Taunton Municipal Airport Commission in writing, setting forth the price as the same price for which the Lessee is offering to sell the same to another. The Taunton Municipal Airport Commission shall have sixty (60) days in which to accept said offer; the passage of sixty (60) days without acceptance of the offer shall constitute a rejection thereof. If the Taunton Municipal Airport Commission does not accept said offer within sixty (60) days, the Lessee shall be at liberty to sell the same to any other person within ninety (90) days after the rejection of the offer by the Taunton Municipal Airport Commission, with the right of the Lessee to remove said building and to restore the land to a suitable condition within ninety (90) days; provided, however, that the building shall not be so removed without the Lessee first having made such arrangements as the Taunton Municipal Airport Commission may reasonably require to provide such restoration of the land.

3. This lease shall give the Lessee no right to remove fixtures annexed to or incorporated in the real estate, which shall become the property of the Taunton Municipal Airport Commission.

PART VIII: CANCELLATION, TERMINATION, DEFAULT AND BANKRUPTCY

1. The Taunton Municipal Airport Commission shall have the right to terminate this agreement in its entirety immediately upon the happening of any of the following events:

a). Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or

b). The filing of a petition, voluntarily or involuntary, for the adjucation of the Lessee as a bankrupt or insolvent according to law; or

c). The making by the Lessee of any assignment for the benefit of creditors; or

d). The abandonment and discontinuance of activities at the leased premises on the airport by the Lessee; or

e). The failure by the Lessee to perform, keep and observe any and all of the terms, covenants, obligations, and conditions herein contained on the part of the lessee to be performed, kept or observed after the expiration of thirty (30) days from the date written notice has been given to the Lessee by the Commission to correct such default or breach; or

f). The occurrence of any act which deprives the Lessee of the ability to perform its duties under this agreement.

2. The Taunton Municipal Airport Commission and/or its agent shall have the right thereafter, while such default continues, to reenter and take possession of the Leased Premises in whole or in part to declare the term of this Lease ended in whole or in part, and remove Lessee's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. In the event of default, Lessee shall indemnify the Taunton Municipal Airport against all loss of rent and other payments that the Taunton Municipal Airport may incur by reason of such termination during the remainder of the term.

3. If Lessee shall default in the observance or performance of any condition or covenants under this Lease Agreement for which the Taunton Municipal Airport has not waived such default, the Taunton Municipal Airport may remedy such default at the expense of Lessee. If the Taunton Municipal Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the established rate, and costs shall be paid to the Taunton Municipal Airport by the Lessee as additional rent.

4. Should the Taunton Municipal Airport Commission fail to observe any provision of this agreement, written notice of such delinquencies shall be given by the Lessee; if such delinquencies continue uncured for sixty (60) days after the receipt of such notice, the Lessee may elect to terminate this agreement.

5. This lease may be terminated by the Lessee hereto by notice in writing to the Taunton Municipal Airport Commission of such intention to terminate. Said notice to be given not less than sixty (60) days prior to the termination date.

PART IX: SURRENDER OF POSSESSION

1. On the expiration or other termination of this lease, Lessee's rights to use of the premises, facilities, and services described herein shall cease, and Lessee shall vacate the premises within sixty (60) days.

2. Except as otherwise provided in this agreement, all buildings, hangers, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by the Lessee in, on, or about the airport and the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of sixty (60) days after the expiration or termination of this agreement, to remove any and all of such property from the airport subject, however, to Lessee's obligation to repair all damages, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid sixty (60) day period shall thereupon become a part of the land on which it is located and title thereto shall thereupon vest to the Commission.

PART X: RESERVATIONS

1. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Taunton Municipal Airport Commission and the United States of America relative to the operation and

maintenance of the airport, the execution of which has been required as a condition precedent to the expenditures of Federal funds for the development of the airport.

2. The Taunton Municipal Airport Commission reserves the rights to further develop or improve the common use areas, including but not limited to the landing area of the airport, as it sees fit. It further reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the width to prevent the Lessee from erecting, or permitting to be erected, any building or other structure on the airport which would limit the usefulness of the airport or constitute a hazard to aircraft.

3. During time of war or national emergency, the Taunton Municipal Airport Commission shall have the right to lease the landing area or any part thereof to the United States Government for purposes of National Defense and in the event the provisions of this Agreement, insofar as they are inconsistent with the provisions of such lease to the United States, shall be suspended. The Taunton Municipal Airport Commission agrees in the event of such suspension, the term of this Agreement shall be extended for a period equal to the suspension, so that the Lessee shall be entitled to the powers and the privileges and benefits for this Agreement for the same term as if there were no suspension.

4. Force Majeure: Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of god, acts of a public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed and sealed, in duplicate original, on this day and year first above written.

LESSEE:

BY:_____

CITY OF TAUNTON AIRPORT COMMISSION:

BY:_____
Chairman

REVIEWED AND APPROVED IN FORM:

_____
City Solicitor

ATTACHMENT A – PROPERTY DESCRIPTION

_____

_____

_____

_____

_____

Diagram:

ATTACHMENT B – COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the Lessee any right to sell or store automotive or aviation fuel or containers to hold the same on the leased premises.

2. The _____ will furnish said services on a reasonable, and not unjustly discriminary, basis to all users thereof and,

3. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ADDITIONAL TERMS AND CONDITIONS

1. Lessee shall not construct or place signs, awnings, or marquees without the written consent of the Taunton Municipal Airport Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Taunton Municipal Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Taunton Municipal Airport Commission to remove them, the Taunton Municipal Airport Commission reserves the right to enter the premises and remove them at the expense of the Lessee.

    2. It is understood between the parties that the Taunton Municipal Airport Commission retains the privilege of entering into other agreements which authorize the commercial and non-commercial use of the airport facilities on terms similar to those extended to the Lessee, however, the Taunton Municipal Airport Commission covenants not to enter into any similar agreements with respect to the airport, which contains more favorable terms than its agreement with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are concurrently extended to the Lessee. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

3. Lessee shall control the conduct and demeanor of its officers, agents, employees, customer and/or guest at all times.

ATTACHMENT C – NON-COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the lessee any right to conduct commercial activities on the leased premises.

2. The storage of non-aeronautical property on or at the airport is not allowed.

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TAUNTON MUNICIPAL AIRPORT
Westcoat Drive
P.O.Box 441
East Taunton, Massachusetts 02718-0441

Office of the Commission Lease Number _____

SUSPENSE DATE _____ RENT DATE _____

BUILDING/FLOOR SPACE LEASE AGREEMENT

LESSEE: _____

Effective date: _____

Signature date: _____

Area in Square Feet: _____
Rate per Square Foot: _____ Annual Lease $_____

Terms/Conditions: ☐ Yes ☐ No

Attachments to Lease Attachment A Terminal building floor plan
Attachment B Commercial Operations ☐ yes ☐ no
Attachment C Non-commercial Operations ☐ yes ☐ no

Copies to: City Clerk _____, City Assessor _____, City Treasurer _____
City Auditor _____, City Solicitor _____ Commission Treas.__

CONTACT PERSON:_____
Street Address _____
City/Town _____

TELEPHONE NUMBER (H) (_____)_____ (B) (_____)_____
(C) (_____)_____ e-mail _____

THIS AGREEMENT is executed this ___ day of _____, 20__ by the City of Taunton Airport Commission, duly established under the provisions and authority included, but not limited to, Massachusetts General Laws (Ter. Ed.) Chapter 90, Section 51E and 51F as amended, hereinafter called the Commission, and _____, having its principal place of business at the Taunton Municipal Airport, East Taunton, Bristol County, Massachusetts 02718-0441, and its mailing address _____ hereinafter called the lessee.

WHEREAS, the Commission is in general control of the Municipal Airport lying within the City of Taunton, Commonwealth of Massachusetts; and

WHEREAS, it is the intention of the Commission that said airport shall be adapted for service to the general public subject to all pertinent regulations of the Commonwealth of Massachusetts and the United States of America; and

WHEREAS, the Commission desires to promote the utility and increased use of the airport, desires to encourage the continuation of commercial aviation operations; and

WHEREAS, the Commission desires to lease building floor space to the Lessee for the Lessee's type of business; and

WHEREAS, the Lessee desires to lease or otherwise secure from the Commission building floor space in connection with its business on the Airport;

Now, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Commission hereby grants to the Lessee the right to use and occupy the building floor space at the Airport shown on Addendum A during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

PART I: TERM

1. The Commission does hereby premise and lease unto the Lessee for a term of _____ from the _____ of _____ to _____ upon the terms and conditions hereinafter set forth, that part of the Taunton Municipal Airport Terminal building described as follows:

2. Said area of approximately _____ square feet of first floor space in the terminal building at the Taunton Municipal Airport, East Taunton, Massachusetts, shown in the sketch annexed (Addendum A) hereto marked _____, to be used by said lessee for all lawful business relating to the administration of its aviation business.

3. The lessee agrees to pay the Commission a monthly lease fee of _____ payable on the first of each month in advance. Should the term of this lease exceed three (3) years, the monthly lease fee will be adjusted every three (3) years to the prevailing rate at the time of review.

4. The lessee shall have the first option to renew this lease at the end of the term hereof with the written approval of the Members of the Airport Commission at that time in office, and upon such conditions and terms as shall be reasonable and just, taking into consideration the terms of this lease. Lessee shall notify the Commission in writing not less that sixty (60) days before the expiration of the current term of its intent to renew or not renew.

5. The parties shall exercise good faith in negotiating a new rental agreement during said review, taking into consideration the terms of this lease and such other factors as are normally taken into consideration in the usual course of business by Airport Commissions and Airport Lessees in computing their operational costs.

PART II: USE OF LEASED PREMISES

1. The lessee shall occupy and use the leased premises for the following purposes upon verification of documents permitting such an operation and in strict accordance with the provisions of either Attachment B or C, whichever applies.

2. Nothing contained in this agreement shall give or be construed to give the lessee any right to conduct commercial activities on the leased premises with the exception of Part II, section 1. above.

PART III: RIGHTS AND PRIVILEGES OF LESSEE

1. Subject to duly established Taunton Municipal Airport Standard Operating Policies and Procedures, the Lessee shall have the right and privilege for the term of this agreement, in common with others so authorized, to use the taxiways, apron, lights, navigation aids, access road, and other public facilities now and hereinafter installed or constructed at the airport, as necessary for the conduct of their operation described below.

2. Parking Facilities: The Lessee shall use the common parking space in front of the terminal building in common with others for the accommodation of such vehicles as are necessary for the operation and maintenance of the office or facilities and parking accommodations for privately owned transit vehicles having business in the spaces or offices leased hereunder. Except as provided in other agreements between the Commission and the Lessee, or as otherwise provided by law, the Commission shall not be required to provide parking space for other employees of the Lessee normally and regularly occupied with business of the Lessee on premises leased to the Lessee other than the Terminal Building.

PART IV: OBLIGATIONS OF LESSEE

1. The Lessee, in conduct of its operation, shall conform to all applicable provisions of the Federal Aviation Rules and Regulations, Massachusetts Aeronautics Commission and those of the Taunton Airport Commission and other governing bodies.

2. Any and all temporary fixtures, furniture or equipment, controlled, constructed or installed by the Lessee, and the maintenance thereof, shall be the sole expense of the Lessee. Said fixtures, furniture or equipment shall remain the personal property of the Lessee. They shall not be deemed permanent fixtures or part of the real estate of the leased premises. Additions and/or improvements to any structure, facility or conveyance must be in compliance with US EPA National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) as amended under the authority of 40 CFR 122 / 55 FR 48063. Prior to making such improvement the individual or lease must gain approval from the Taunton Airport Commission and demonstrate how such improvement complies with federal regulations (details are contained in TAN Stormwater Pollution Prevention Plan (SWPPP)).

3. The Lessee warrants that it has inspected the leased premises and accepts possession of the leased premises and improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, Massachusetts Aeronautics Commission and by ordinances of the City and any other governing bodies, and admits its suitableness and sufficiency for the uses permitted hereunder. Except as may be otherwise provided for herein, the Commission shall not be required to maintain or make any improvements presently located thereon. The Commission shall never have any obligation to repair, maintain or restore, during the term of this Lease, any improvements placed upon the leased premises by Lessee, its successors and assigns.

4. The Lessee shall throughout the term of this agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the leased premises, including the replacing of damaged or broken glass in windows and doors, and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary. Additionally, Lessee, without limiting the generality hereof, shall keep at all times, in a clean and orderly condition and appearance, the leased premises, and all of the lessee's fixtures, equipment and personal property which are located on any part of the leased premises.

5. The Lessee shall not make or suffer to be made any structural alterations or additions to the Terminal building without first obtaining written permission of the Commission; that it will not store in or upon the demised premises or place or allow to be placed thereon any goods, wares, merchandise, substance, material, article or thing which is deemed especially hazardous under the fire laws; or whereby the rate of premium to be paid for insurance for fire is increased over the present rate paid by the Commission, or whereby the insurance which is now or may hereafter be maintained by the Commission would be subject to forfeiture, or whereby it would be made impossible to renew said insurance; that it will give to the Commission immediate notice of any accident; to or defects in water pipes, gas pipes, electrical wires, heating or air-conditioning apparatus, and if such accident or damage is due in any way to the negligence of the Commission or its agents, employees, or representatives; that it will conform to and obey all reasonable rules and regulations which may at any time be made by the Commission with reference to the use and occupation of said buildings between tenants thereof.

6. The Lease agrees to furnish reasonable heat and/or air conditioning to the leased premises, the hallways, and lavatories during the normal business hours on regular business days of each year, and to light passageways during business hours and to furnish such cleaning service in the common areas only as is customary in similar buildings in said city or town.

7. The Lessee shall pay to the Commission and/or City of Taunton, annually, a percentage of all taxes assessed on the Terminal building, heating costs, TMP invoices and any sewer charges to be determined on a percentage basis which the leased premises has to the entire building of which it is a part on a square foot basis.

8. Lessee shall control the conduct and demeanor of its officers, agents, employees, customers, and/or guests.

9. Lessee shall use a system of refuse disposal approved by the Commission. The manner of handling and disposal of trash, garbage and other refuse and the frequency of removal thereof from the airport premises shall be subject to the rules, regulations and approval of the Commission. Said removal shall be at the Lessee's expense.

10. The Lease shall provide all snow and ice removal on walkways to and from the parking lot and the AOA.

4. Lessee shall not construct or place signs, awnings, or marquees without the written consent of the Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Commission to remove them, the Commission reserves the right to enter the premises and remove them at the expense of the Lessee.

PART V: OBLIGATIONS OF THE COMMISSION

1. Subject to the obligations to the United States of America, undertaken as a condition precedent to the grant of Federal Aid in connection with improvement of the Airport, the Commission shall operate and maintain the Airport in a serviceable condition for the use and benefit of the public, including the Lessee.

2. It is understood between the parties that the Commission retains the privilege of entering into other agreements which authorize the commercial and non-commercial use of the airport facilities on terms similar to those extended to the Lessee, however, the Commission covenants not to enter into any similar agreements with respect to the airport, which contains more favorable terms than its agreement with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are concurrently extended to the Lessee. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

3. This agreement does not grant rights to the lease to construct facilities or structures or install equipment on the airport, except in the areas described in PART I and PART II above and with the written consent of the Taunton Municipal Airport Commission. If such rights should subsequently be agreed upon, they shall be made of a separate agreement. Should rights subsequently be granted to either to the lease or to third parties, to construct facilities or structures or to install equipment on the Airport, such construction or installation shall be in accordance with specifications approved by the Taunton Municipal Airport Commission.

PART VI: LIABILITY INDEMNITY

1. The Commission shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or any portion of the leased premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters of things above set forth, and Lessee shall indemnify the Commission against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against the Commission for damages to the buildings and improvements that are now on or hereafter placed or built on the premises and to the property in or about the leased premises from any cause arising at any time during the term thereof.

2. And, it is further understood and agreed that the Commission shall not be liable in any way to the Lessee or its representatives for any injury to persons or damage to property resulting from the sinking or settlement of the land or from any change in the physical condition of the land caused by the elements, erosion and deterioration.

3. Lessee shall, at its own expense, maintain at least one million dollars (1,000,000.00) in liability insurance naming the City of Taunton, Airport Commission, its employees and agents as insured parties. Certificates of insurance shall be filed with the Commission yearly.

PART VII: ASSIGNMENT

1. The Lessee shall not, at any time during the term of this agreement, in any manner, either directly or indirectly, voluntarily or involuntarily assign, sublease, hypothecate, or transfer this agreement or any interest therein without the written consent of the Commission. If the Lessee, without securing written approval of the Commission, attempts to effect such an assignment, sublease, hypothecation or transfer, or if a transfer occurs by operation of law, the Commission may terminate this agreement upon notice to the Lessee. The Commission does grant the individual Shareholders of the Lessee the right to sell their stock in the Lessee Corporation to parties of their choosing. In this event the Commission will not look for any part of their sale proceeds.

2. This lease shall give the Lessee no right to remove fixtures annexed to or incorporated in the real estate, which shall become the property of the Commission.

PART VIII: CANCELLATION AND TERMINATION

1. The Commission shall have the right to terminate this agreement in its entirety immediately upon the happening of any of the following events:

a). Leasee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after the written notice thereof; or

b). The filing of a petition, voluntarily or involuntary, for the adjucation of the Lessee as a bankrupt;

c). The making by the Lessee of any assignment for the benefit of creditors;

d). The abandonment and discontinuance of activities at the leased premises on the airport by the Lessee;

e). The failure by the Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of the lessee to be performed, kept or observed after the expiration of thirty (30) days from the date written (first notice) notice has been given to the Lessee by the Commission to correct such default or breach; and immediately upon notification in the case of a second default or breach in regards to the original infraction.

f). The occurrence of any act which deprives the Lessee of the ability to perform its duties under this agreement.

2. Should the Commission fail to observe any provision of this agreement, written notice of such delinquencies shall be given by the Lessee; if such delinquencies continue uncured for thirty (30) days after the receipt of such notice, the Lessee may elect to terminate this agreement.

3. This lease may be terminated by the Lessee hereto by notice in writing to the commission of such intention to terminate. Said notice to be given not less than sixty (60) days prior to the termination date.

PART IX: SURRENDER OF POSSESSION

1. On the expiration or other termination of this lease, Lessee's rights to use of the premises, facilities, and services described herein shall cease, and Lessee shall vacate the premises within thirty (30) days.

2. Except as otherwise provided in this agreement, all temporary fixtures, furniture, equipment and other property bought, installed, erected, or placed by the Lessee in, on, or about the airport and the premises leased hereunder shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an

additional period of thirty (30) days after the expiration or termination of this agreement, to remove any and all of such property from the airport subject, however, to Lessee's obligation to repair all damages, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid thirty (30) day period shall thereupon become a part of the office space on which it is located and title thereto shall thereupon vest to the Commission.

PART X: RESERVATIONS

1. This Agreement shall be subordinate to the provisions of any existing or future Agreement between the Commission and the United States of America relative to the operation and maintenance of the airport, the execution of which has been required as a condition precedent to the expenditures of Federal funds for the development of the airport.

2. The Commission reserves the right to further develop (lease and/or rent) or improve the Terminal building common use areas.

3. During time of war or national emergency, the Commission shall have the right to lease the landing area or any part thereof to the United States Government for purposes of National Defense and in the event the provisions of this Agreement, insofar as they are inconsistent with the provisions of such lease to the United States, shall be suspended. The Commission agrees in the event of such suspension, the term of this Agreement shall be extended for a period equal to the suspension, so that the Lessee shall be entitled to the powers and the privileges and benefits for this Agreement for the same term as if there were no suspension.

4. Force Majeure: Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of god, acts of a public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed and sealed, in duplicate original, on this _____, 1999.

LESSEE:

By:_____

CITY OF TAUNTON AIRPORT COMMISSION:

By:_____
Chairman

REVIEWED AND APPROVED IN FORM:

_____
City Solicitor

ATTACHMENT A – PROPERTY DESCRIPTION

_____

_____

_____

_____

_____

Diagram:

ATTACHMENT B – COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

4. Nothing contained in this agreement shall give or be construed to give the Lessee any right to sell or store automotive or aviation fuel or containers to hold the same on the leased premises.

5. The _____ will furnish said services on a reasonable, and not unjustly discriminary, basis to all users thereof and,

6. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ADDITIONAL TERMS AND CONDITIONS

1. Lessee shall not construct or place signs, awnings, or marquees without the written consent of the Taunton Municipal Airport Commission. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that in the opinion of the Taunton Municipal Commission are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within seven (7) days after receiving written notice from the Taunton Municipal Airport Commission to remove them, the Taunton Municipal Airport Commission reserves the right to enter the premises and remove them at the expense of the Lessee.

    3. It is understood between the parties that the Taunton Municipal Airport Commission retains the privilege of entering into other agreements which authorize the commercial and non-commercial use of the airport facilities on terms similar to those extended to the Lessee, however, the Taunton Municipal Airport Commission covenants not to enter into any similar agreements with respect to the airport, which contains more favorable terms than its agreement with the Lessee, or to grant potential competitors of the Lessee privileges not herein authorized unless the same are concurrently extended to the Lessee. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

3. Lessee shall control the conduct and demeanor of its officers, agents, employees, customer and/or guest at all times.

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ATTACHMENT C – NON-COMMERCIAL OPERATIONS

USE OF LEASED PREMISES

1. Nothing contained in this agreement shall give or be construed to give the lessee any right to conduct commercial activities on the leased premises.

2. The storage of non-aeronautical property on or at the airport is not allowed.

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TAUNTON MUNICIPAL AIRPORT
Westcoat Drive
P.O.Box 441
East Taunton, Massachusetts 02718-0441
(508) 821-2973 (508) 821-3723 Fax
(508) 387-1229 Pager

TIEDOWN AGREEMENT

The Taunton Municipal Airport Commission hereby authorizes the party named herein below to have tie down rights, effective this _____ day of _____, 20_____, at the assigned tie down location _____, and for the purposes of this agreement identified as:

NAME _____

RESIDENCE/BUSINESS ADDRESS _____

CITY AND STATE _____

TELEPHONE NUMBERS/PAGER ETC. _____

MAKE AND MODEL OF AIRCRAFT _____

AIRCRAFT REGISTRATION NUMBER _____

COLOR OF AIRCRAFT _____

in consideration of the payment of $_____ per month (current tie down rate), payable in advance on the first day of the month. No use other than tie down for aircraft is authorized herein. It shall be the responsibility of the aircraft user to provide the necessary lines for tie down, which shall be of sufficient strength to secure the aircraft in position under severe windstorm conditions, and in conformance with the manufacturer's instructions relating to aircraft protection procedures under emergency weather conditions. Control surface locks are not the responsibility of the Commission, its employees or agents. Familiarity with FAA Advisory Circular 30-35B, Tie down sense, is recommended. The user, whose signature appears below, hereby understands and agrees that the Taunton Municipal Airport Commission, its employees, or agents shall not be held liable for damage resulting from the use of the tie down, except where the damage is caused solely and directly by the negligence of the Commission, its employees or agents, and, further, agrees to indemnify the Commission against any loss as result of any claim for damage to aircraft not duly authorized to use the tie down. The terms of this authorization shall automatically extend, unless written notification of termination is issued by either party to the other with thirty (30) days notice.

_____ _____
AIRCRAFT TIEDOWN USER MANAGER, TAUNTON MUNICIPAL AIRPORT

Taunton Municipal Airport

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TAUNTON MUNICIPAL AIRPORT
Westcoat Drive
P.O.Box 441
East Taunton, Massachusetts 02718-0441
(508) 821-2973 (508) 821-3723 Fax
(508) 387-1229 Pager

APPLICATION FOR AUTOMOTIVE PARKING PERMIT

PERMIT TYPE:

Long Term	____ Resident	____ Non-resident	____ Out-of-State
General Aviation:	____ Resident	____ Non-Resident	____ Out-of-State
Employee:	____ Airport	____ FBO	____ FAA / MAC / TSA

FEE: $_____ ____ Nightly ____ Weekly ____ Monthly

APPLICANT INFORMATION

Last Name:_____ First Name:_____

Address: _____

_____

Billing Address _____

_____

Home Phone:_____ Office Phone:_____ Cell Phone:_____

Fax No.:_____ Email Address:_____

Status: _____U.S. Citizen _____ Legal Alien _____ Illegal Alien

Methods of Identification: 1._____ 2._____ 3._____

VEHICLE INFORMATION: (Copy of vehicle registration must be provided at time of application)

Manufacturer:_____ Model:_____ Color:_____

State:_____ Registration Number:_____

ACKNOWLEDGEMENT:
I acknowledge that the permit issued remains the property of the Taunton Municipal Airport and may be revoked at any time for reasonable cause as determined by airport management. All vehicles shall bear a valid vehicle registration and inspection sticker at all times while on airport property. Parking permits are only valid in the corresponding parking areas. I acknowledge that the airport can not and will not be held responsible/liable for missing and/or damaged vehicles or contents.

Signature:_____ Date:_____

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Appendix 2.

Aircraft Accident Plan

1. This policy addresses the controlling agencies and plan of action for civil aircraft accidents on or within the vicinity of Taunton Municipal Airport (Telephone numbers for points of contact – see schedule B)

2. Any person witnessing an aircraft accident on or within the vicinity of Taunton Municipal Airport will contact the city agencies listed below in the following order:

- Taunton Fire Department - 911
- Taunton Police Department - 911
- State Police, Middleboro Barracks - 508-947-2222
- Taunton Airport Manager - 508-387-1229 (pager)

The Taunton Fire Department will be designated the controlling agency for the evacuation of the injured and to extinguish any fires. The Taunton Police Department will control the scene of the accident until MAC, the FAA or the NTSB arrives.

3. Notify the following agencies immediately.
   - Federal Aviation Administration Operations Center in Burlington, MA - (781) 238-7001
   - Massachusetts Aeronautics Commission - (617) 973-8881 (offices), (617) 973-8887 (R. Buncker)

   Information requested by agencies:

   Time, Location and nature of accident.
   Aircraft make, model and registration number (most important)
   Name of the operator and crew
   Number of persons involved
   Injuries of each person and where taken
   A contact person and phone number
   Weather conditions at time of accident/incident
   Runway conditions.

DO NOT DELAY ALERTING THE FAA AND MAC IF THE ABOVE INFORMATION IS INCOMPLETE. SUPPLEMENT INFORMATION AS IT BECOMES AVAILABLE.

4. The following guidelines are part of the Taunton Aircraft Accident Response plan

(a). Remove as necessary injured or trapped persons

- Leave any known dead alone. (Only the county Coroner/Medical Examiners have authority to remove them).
- Blood and body parts are dangerous - do not touch.
- If you have to gain entrance, DO IT.

(b). During a fire and after it has been extinguished, all personnel inside the secured area should be aware of and prevent eradication of valuable evidence.

- Set up only one entrance/exit to the crash site.
- If the aircraft crash site is located on an active runway, upon approval of the FAA/NTSB, remove the aircraft to the safety of a maintenance hangar as soon as practicable.
- Encircle and Guard the Wreckage.

(1) Keep all non-emergency personnel out of the area

(2) Preserve any sign of damage in the area.

(3) Identify any significant marks in the ground (Impact, propeller etc.)and any signs of aircraft or human parts.

(4) Pilot, Passengers, Owner or Operator are precluded from re-entering the accident scene without the express permission of the investigator

• Prior to removing the remains of the fatally injured occupants (if any), tag or otherwise identify each body, and mark its location in the wreckage or on the ground. Photograph in position before removing.

• Account for all passengers.

Extract from CFR, Part 830 - Rules pertaining to the notification and reporting of aircraft accidents, incidents, and overdue aircraft and preservation of aircraft wreckage, mail, cargo, and records.

Preservation of Aircraft Wreckage

1. The operator of an aircraft (a/c) in an accident or incident for which notification must be given is responsible for preserving to the extent possible any a/c wreckage, cargo, and mail aboard the aircraft, until the National Transportation Safety Board (NTSB) takes custody thereof or a release is granted.

2. Prior to the time the NTSB or its authorized representative takes custody of aircraft wreckage, mail, or cargo may not be disturbed or moved except to the extent necessary:

a. To remove persons injured or trapped.
b. To protect the wreckage from further damage, or
c. To protect the public from injury.
d. Where it is necessary to move the a/c wreckage, mail or cargo, sketches, descriptive notes, and photographs shall be made, if possible, of the original position and condition of the wreckage and significant impact marks.

Appendix 3.

Snow and Ice Removal

1. **Responsibilities and Supervision**

a. The Airport Manager and/or his designated representative is responsible for the implementation of snow and ice control. These responsibilities include:

(1) Determining when snow removal shall begin. This is based on the manager's evaluation of existing field conditions and the weather forecast . Normally, snow removal operations will commence when there is 1" or more accumulated snow on the runway. Snow removal operations during the hours of darkness will be kept to an absolute minimum.

(2) Maintaining a constant check of runway conditions during snow or ice storms to determine the presence of snow, ice or slush and its depth and to determine the coefficient of friction by use of a friction tester, normally a vehicle. Vehicle testing will start at the end of the runway, accelerating to 60 mph down the center line and brakes applied before reaching mid point of the runway. At the judgment of the driver, runway braking conditions will be rated as good, fair or poor.

(3) Keeping all NAVAID's snow clearance within acceptable limits as follows:

i. Using a hand shovel and broom, remove snow from the REILS and VASI
ii. Plow access road to ASOS
iii. Back-scrape snow from access path to the NDB.

(4) Disseminating airport information through the Notice to Airman (NOTAM) system prior to commencing snow removal operations, when low friction measurement readings are recorded, when ridges or windrows of snow remain on or adjacent to movement areas, when any hazard to aircraft operations exists, or when conditions change from those reported by a previous NOTAM.

b. All fixed-base operators will be responsible for snow removal and ice control on their designated ramp areas.

c. All personnel involved in snow removal and ice control are responsible for the efficient operation of snow removal equipment. All equipment must be inspected to ensure proper operation. A 72 hour supply of gasoline, diesel fuel, oil and fluids must be kept on hand in the event that a prolonged storm occurs. The equipment must be inspected for damage and/or maintenance needs after each snow and ice removal.

d. All snow removal operations will be conducted under the direct supervision of the Airport Manager and/or his designee. At no time will employees and/or volunteers be allowed to access and/or operate airport snow removal equipment without the direct supervision of the Airport Manager and/or his designee.

2. Vehicles

a. All snow removal and ice control vehicles operating on aircraft movement areas must be equipped with a two-way radio or be under the direct control of a vehicle so equipped. Radios must be capable of monitoring UNICOM (122.7).

b. All outside contractors employed for snow and ice control operations will be subject to all airport regulations. They will operate under the supervision of the Airport Manager and/or his representative and get clearance from the manager before entering aircraft movement areas. At no time will contractors be permitted to operate equipment beyond the limits of the ramp areas without being cleared by the appropriate authorities and without being accompanied by a radio equipped vehicle. All vehicles must be equipped with the necessary lights and warning signals for night operations in accordance with AC 150/5210-5, "Painting, Marking and Lighting of Vehicles Used on an Airport".

c. The following airport-owned equipment and authorized operators will be utilized for snow and ice control on movement areas:

Vehicle	Plow	Operator	Home phone
Universal Dump Truck	11 ft blade		
John Deere 624J	Snow Blower		
	Sweeper		

3. Snow Removal Operations.

The following principles regarding snow removal shall be adhered to in maintaining safe operating conditions on airport movement areas.

Drifted or windrowed snow will be removed completely and promptly from the runway, taxiway, and ramp surfaces.

In the event of heavy snow accumulation, the height of snow banks alongside usable runway, taxiway and ramp surfaces must be such that all aircraft propellers, engine pods, rotors and wingtips will clear each snowdrift and snow bank when the aircraft is operated or is towed on any full-strength portion of the movement area.

In the event that the snow removal crew is unable to comply promptly with the requirements stated above, the Airport Manager or his representative will utilize the Notice to Airmen system to describe the conditions and will promptly notify airport users.

a. Snow removal operations are to commence when snow accumulates 1" or more on the movement surface. The runway will be closed for aircraft use if it has more than 1/2 inch of slush or 2 inches of dry snow.

b. Priority of snow removal operations are as follows:

(1) Runway and Taxiway
(2) Westcoat Drive

(3) NAVAIDs (REIL, VASI, Access roads to NDB & ASOS)
(4) Fuel pump (East apron & Transient parking)
(5) West apron
(6) Runway, run-up and departure signs
(7) Parking cribs
(8) Parking lot

c. Maximum allowable snow bank height is 3 ft for the first 10 ft toward the runway centerline from the runway/taxiway edge lights and unlimited thereafter.

d. Snow is to be plowed off the aircraft movement area wherever possible.

e. Landside Chemicals: The FAA Advisory Circular 150/5200-30A Chg 1 (11/22/91), Paragraph 25, B, in part reads: "The most effective landside chemicals used for deicing/anti-icing based on both cost and freezing point depression are from the chloride family, e.g., sodium chloride (rock salt), calcium chloride, and lithium chloride. Unfortunately, these chemicals are known to be corrosive to aircraft and therefore are prohibited from use on aircraft operational areas. Although classified as salts, CMA, sodium formate, and potassium acetate are approved for airside use because they comply with SAE specifications.''

f. The Taunton Municipal Commission does not use and/or approve the use of corrosive chemicals in, on and/or through airport equipment. The risk of aircraft contamination far exceeds any value obtained by their use.

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