



Napa County  
2030 Airport Road  
Napa, California 94558  
(707) 253-4300

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# Rules and Regulations

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Napa County

*Napa County Airport (APC)*

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May 7, 2019



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**1. INTRODUCTION**

**1.1. Purpose**

By adopting these Rules and Regulations as well as through its other policies, Napa County desires to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

The purpose of these Rules and Regulations is to protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Permittees, and users of the Airport, and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airport.

**1.2. PMCD General Provisions**

The Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A – PMCD General Provisions of these Rules and Regulations are common to all PMCDs and are incorporated into these Rules and Regulations by reference.

**1.3. PMCD Definitions**

The terms defined in Appendix B – Definitions and Acronyms of these Rules and Regulations and identified by use of a capital letter, whenever used in these Rules and Regulations, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

**1.4. Airport Sponsor, Operator, and Governing Body**

The Airport is owned by County, operated by a division (Airport Division) within the Department of Public Works (Department), and governed by and through the Napa County Board of Supervisors (Board).

**1.5. Authority of Airport Management**

The Airport Manager is authorized to interpret, administer, and enforce these Rules and Regulations. During emergency situations at the Airport, the Airport Manager is empowered to issue such directives and to take such actions that, within the Airport Manager’s discretion and judgment, are necessary or desirable to safeguard the safety, security, and efficiency of the Airport and the public. Such directives and actions of the Airport Manager shall have the force of a rule and regulation so long as the emergency situation at the Airport exists.

**1.6. Enforcement**

Consistent with Section 11.28.040 of the Napa County Code, any person who violates any provision of (1) the PMCDs, (2) applicable Legal Requirements, or (3) any directives issued by the Airport Manager in accordance with these Rules and Regulations; or has otherwise jeopardized the safety of persons or entities utilizing the Airport or the land and/or improvements located at the Airport, shall be subject to all legal, equitable, statutory, and contractual rights and remedies available to the County, including but not limited to the following:

- 1) Termination of any applicable lease and/or commercial aviation permit;
- 2) Revocation or suspension of any permit or other authorization previously granted;
- 3) Prohibition of access or use privileges;
- 4) Removal from the Airport; or
- 5) Administrative fine as provided for in Chapter 1.28 of the Napa County Code.



**2. GENERAL RULES AND REGULATIONS**

**2.1. Access To, Entry Upon, or Use of the Airport**

Access to or entry upon the Airport shall be made only at locations designated by the Airport Manager.

To the full extent permitted by law, any person or entity entering into a lease or seeking a permit or other right at the Airport shall defend at its own expense, indemnify, and hold harmless the COUNTY and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, personal injury (including death), including but not limited to COUNTY employees, and the public, or damage to the property of any person or entity, which, in whole or in part, directly or indirectly, arise from or are in any way connected with the person's person or entity, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Any such party or entity shall notify the other party immediately in writing of any claim or damage related to activities performed at the Airport. Any such person or entity shall cooperate with the County in the investigation and disposition of any claim arising out of their activities.

**2.2. Security**

Operators, Lessees, or Sublessees are responsible for the security of their Leased Premises and shall comply with the County's security requirements. Vehicle and/or pedestrian gates that provide access to the Air Operations Area (AOA) shall remain closed, locked, and secured except when actually in use.

The Airport Manager may close or otherwise restrict Vehicle and/or pedestrian access to any area of the Airport when safety or security considerations dictate.

Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the County. Persons who have been provided an access code or device for access to the AOA shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized in writing by the County.

**2.3. Commercial Activities**

Any entity desirous of engaging in a Commercial Aeronautical Activity (Applicant) shall complete all relevant and applicable sections of the General Aviation Operator and Lessee Application (Application) and obtain a Commercial Operator Permit from the County prior to engaging in the desired Activity. The Permit process is described in Section 14 of the Airport's General Aviation Minimum Standards (Minimum Standards). Any entity engaging in Commercial Aeronautical Activities shall comply with the Minimum Standards.

Any entity basing an Aircraft at the Airport shall not permit said Aircraft to be used for Commercial Aeronautical Activities unless expressly authorized by Agreement. Notwithstanding the foregoing, such Aircraft may be used for the purpose of training or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family.

Any entity desiring to engage in Commercial photography or filming at the Airport shall obtain written permission from the County prior to engaging in such activity through a Filming/Special Event Permit.

The Airport Manager shall have the discretion to require Commercial Vehicle Operators to obtain an annual permit prior to engaging in such activity at the Airport.



**2.4. Accidents Involving Persons**

Any person involved in or witnessing an Accident resulting in any injury or death to a person(s) or damage to Property shall immediately call “911”. Damage to property shall be immediately reported to the County. If reasonably able to do so, any person involved in or witnessing an Accident shall remain at the scene and respond to the inquiries of (and provide the information requested by) the County, Sheriff’s Department, Airport Manager, Law Enforcement Officers, Fire Department, Federal Aviation Administration (FAA), National Transportation Safety Board (NTSB), and/or investigative personnel.

- Tampering with an Accident scene or failing to comply with any directive issued by the County, the Sheriff’s Department, Airport Manager, Law Enforcement Officers, the Fire Department, or any other Agency having jurisdiction over the Accident scene is prohibited.
- Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

**2.5. Signage and Advertisements**

Signage must be consistent with the Airport’s Development Standards. Signs, advertisements, notices, circulars, and/or handbills may not be posted, displayed, or distributed without the prior permission of the Airport Manager. The posting of advertisements on County property shall comply with established County policies and directives.

**2.6. General Conduct**

No person shall use or otherwise conduct themselves in any area of the Airport in any manner contrary to the directions posted in or for that area. Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited.

- Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.

Starting, moving, using, or interfering with the safe operation of any Aircraft, Vehicle, or equipment without the permission of the owner or by specific direction of the Airport Manager is prohibited. If requested by the Airport Manager or a Law Enforcement Officer, proof of the right to do so shall be presented.

No person shall engage in activities that are disruptive and/or that create a hazard or risk of injury or death or damage to Property.

The Airport shall not be used:

- to camp or stay overnight unless expressly permitted in an Agreement, or
- for any improper, unreasonable, or illegal purposes.

Leased Premises are expressly for the conduct of the Lessee’s or Sublessee’s activities. Unauthorized persons shall not make use of the Leased Premises without permission of the Lessee or Sublessee. The Lessee must receive the prior written approval of the Airport Manager of any uses not expressly authorized by the Lease.

**2.7. Abandoned or Lost Property**

Property (other than Aircrafts or Vehicles, which are addressed in separate sections of these Rules and Regulations) that has been voluntarily given up by the owner and left at the Airport for 48 hours without the owner moving or claiming it shall be deemed abandoned. Abandoned or lost Property found in Public Areas shall be reported or turned in to the County. No provision in this Section shall be construed to deny



the right of Lessees or Sublessees to maintain a lost and found service for Property found on Leased Premises.

### **2.8. *Animals***

Except for special assistance animals or animals used for law enforcement purposes, animals are prohibited in Public Areas, unless destined for air transport and restrained by a leash, container, or crate.

- Domestic pets may be at the Airport only if kept on a leash or inside Operator's, Lessee's, Sublessee's, or user's facilities, Aircraft, or Vehicles.

No person, except those authorized by the County, shall intentionally hunt, pursue, trap, catch, injure, or kill any animal at the Airport. No person shall feed or perform any other act to encourage the congregation of animals on any portion of the Airport.

### **2.9. *Weapons and Explosives***

Weapons may only be possessed at the Airport in accordance with applicable Legal Requirements. Except for authorized law enforcement personnel, storage of Weapons and ammunition at the Airport is prohibited.

- The Discharge of any weapon is prohibited, except in the performance of official duties, the lawful defense of persons or Property, or by authorized personnel for purposes of wildlife management. No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by authorized personnel for purposes of wildlife management or during approved special events.

### **2.10. *Alcoholic Beverages***

Alcoholic beverages may only be consumed in accordance with applicable Legal Requirements. The County reserves the right to exclude or expel any person from the Airport who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs.

### **2.11. *Unauthorized Use of Public Areas***

Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited.

### **2.12. *Temporary Use of County Land and Improvements***

Persons or entities who desire to temporarily use County land and/or Improvements shall comply with County policies and directives established for such use. Applicants shall contact the Airport Manager and fully describe the purpose of the request and explain in detail the contemplated activity.

The Airport Manager shall determine the feasibility and category of the request and inform the Applicant that the request is either not feasible; or indicate preliminary approval and provide applicable directives and application forms to the Applicant. The applicant shall fully complete the required application forms, indicate proposed areas to be used and present forms and map to the Airport Manager for further consideration.

### **2.13. *Trash Receptacles***

Trash of any kind shall not be placed, discharged, or deposited at the Airport except in properly designated trash receptacles. Trash receptacles shall be kept clean and emptied on a regular basis to prevent overflowing.

- Exterior trash receptacles shall be equipped with securely fastened lids.
- Trash, for the sole purpose of disposal, shall not be brought to Airport property.



**2.14. Recycling**

Lessees and Sublessees are encouraged to utilize separate stream recycling by discarding certain recyclable materials into separate bins that shall be kept clean and emptied on a regular basis to prevent overflowing.

- Exterior waste recycling containers shall be equipped with securely fastened lids.
- Recyclable materials, for the sole purpose of disposal, shall not be brought to Airport property.

**2.15. Fire and Flammable Materials**

Operators, Lessees, and Sublessees approved by the Airport shall comply with practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

In no event shall smoking, vaping or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any Aircraft, Refueling Vehicle, or Fuel storage facility. Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the County and the Fire Department.

- This excludes open flames utilized by Operators, Lessees, or Sublessees in the performance of Aircraft Maintenance.

Any uncontrolled fires (regardless of size or whether the fire has been extinguished) shall be reported immediately to “911”. No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.

- Such equipment may be inspected by the Fire Department and/or County at any time and shall be fully operational and inspected annually.
  - A tag showing the date of the last annual inspection by a certified vendor (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit as well as monthly inspections by the user.
- Gas BBQ’s must be located in an approved area, a minimum of 5 feet away from any structure, a minimum of 50 feet of an aircraft-fueling operation, and an appropriately charged and rated fire extinguisher must be within 10 feet.

No person shall block or modify any self-closing fire door or do anything which would interfere or prevent closing in the event of a fire. Flammable materials shall only be used or stored in accordance with the practices recommended by the NFPA and in compliance with applicable Legal Requirements.

The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.

- The practices recommended in NFPA 30 (Flammable and Combustible Liquids Code) and NFPA 410 (Safeguarding Aircraft Cleaning, Painting and Paint Removal as well as Aircraft Cabin Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

**2.16. Hazardous Materials**

No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials or Hazardous Materials container in contravention of any Legal Requirements. Proper permits must be



obtained from the Agency having jurisdiction over such materials, copies must be maintained on file for review by the County, and prior notification must be given to the County.

If any Operator, Lessee, Sublessee, Permittee, or other entity stores, uses, or dispenses any Hazardous Materials in such a way as to be subject to any of the requirements under the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11001, et seq., such entity shall be responsible for any reporting obligations under EPCRA. The County will not be responsible for compliance with any EPCRA requirements, except to the extent the County stores, uses, or transports Hazardous Materials.

- If the storage of Hazardous Material is approved, such material must be placed in suitable containers designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured.
  - Safety Data Sheets (SDS) (previously known as Material Safety Data Sheets) for all Hazardous Materials shall be maintained on-site so as to be readily available to emergency responders in the event of an emergency and for review, at any time, by the County and the Fire Department.
- Hazardous Materials shall not be stored in close proximity to operating Aircraft, Vehicles, equipment, or sources of heat nor be stored in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Fire Department.
  - Secondary containment is required for Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
  - Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification (and a copy of a Spill Prevention, Control, and Countermeasures Plan – SPCC Plan) to the County and the Fire Department.

Hazardous Materials and Hazardous Materials containers shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the County's Storm Water Pollution Prevention Plan (SWPPP), the County's directives, and Legal Requirements.

- Used or spent Aircraft engine oil shall be disposed of only at waste oil stations or approved disposal locations. No person shall bring used or spent engine oil onto the Airport.

No Hazardous Materials shall be disposed of on the ground or into the air during Aircraft preflight inspections. Any release of Hazardous Materials shall comply with this Section of these Rules and Regulations and Legal Requirements.

### **2.17. Environmental (Hazardous Materials) Clean Up**

The party responsible for an environmental incident (to include the overflowing or spilling of Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, paint stripper, solvent, acid, or other Hazardous Materials) is responsible for: the immediate mitigation and cleanup of the overflow or spill, proper disposal of the substance(s) and used cleanup materials, immediate notification of the Fire Department and the County, and assumption of the risk and expense of cleanup and mitigation efforts.

In the event the County determines the responsible party is unavailable, unable, or unwilling to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the County may take action as necessary to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the County.



**Hazardous Materials Overflow or Spills** – In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department and other appropriate Agencies and clean up, mitigate, and remediate the site.

The following procedures shall be followed in the event of a Hazardous Materials overflow or spill unless otherwise required under an approved SPCC Plan or instructed by the County or the Fire Department.

**Minor Hazardous Materials Overflow or Spills** – Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:

- Stop the source of the spill immediately.
- Contain the spill with appropriate absorbent material(s).
- Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
- Contact the County.

**Major Hazardous Materials Overflow or Spills** – Overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all of the procedures in the Minor Hazardous Materials Overflow or Spill response, the responsible party shall:

- Determine the threat to the immediate public and call “911” to make any arrangements to secure the safety of the immediate public (e.g., evacuation).
- Assess the damage to land and/or ground water in conjunction with the County.
- Provide a written summary of the spill to the County within 24 hours of the spill.

**Serious Hazardous Materials Overflow or Spills** – Overflows or spills in excess of 25 gallons or which may pose a serious threat to the public safety. In addition to following all of the procedures in the Minor and Major Hazardous Materials Overflow or Spill response, the responsible party shall:

- Provide a detailed written summary of the spill to the County within five business days of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.

Entities with Fueling capability or responsibility for maintenance of Fuel systems shall have on hand sufficient: (a) containment booms to form a barrier around the spill and (b) absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed container(s) until proper disposal can be made. Salvage drum(s) shall be approved by the Department of Transportation (DOT) (DOT-E-10102).

### **2.18. Painting**

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the Napa County Uniform Fire Code, the Airport’s SWPPP, the County’s directives, and applicable Legal Requirements.

### **2.19. Emergency Conditions**

Emergency conditions shall not mitigate or cancel these Rules and Regulations.

Emergency directives or procedures may be issued at the discretion of the Airport Manager.



**2.20. *Special Events***

Any entity desiring to conduct a Special Event at the Airport shall complete and submit the Filming/Special Event Permit Application Form to the County along with prior payment of all applicable fees paid to the County and any other Agency having jurisdiction. The entity shall receive a signed and approved Filming/Special Event Permit from the County prior to conducting the Special Event. Special event attendees shall remain clear of Airport operations, Aircraft, active Taxiways, Runways, and other areas designated by the Airport Manager.

**2.21. *Safety Management System***

Operators, Lessees, or Sublessees engaging in any activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the FAA and shall comply with all Safety Management Systems (SMS) regulations, or directives issued by the County.



**3. AIRCRAFT RULES AND REGULATIONS**

**3.1. Legal Requirements**

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), these Rules and Regulations, and any directives of the Airport Manager or Air Traffic Control (ATC) personnel.

**3.2. Based Aircraft Registration**

Registration information shall include the following:

- Aircraft make, model, registration number, and maximum gross landing weight.
- Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
  - If more than one person or entity owns and/or operates the Aircraft, the name, address, and phone number of all Owners and Operators shall be provided.
- A Certificate of Insurance identifying the applicable insurance coverages and amounts required by the County.
  - Aircraft Owner and/or Aircraft Operator shall procure, maintain, and pay all premiums and carry and keep policy in full force and effect throughout the registration period for the applicable insurance coverages.
  - Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice. Coverage shall not be canceled for non-payment of premium except after 14 calendar days prior written notice. Written notice for these purposes shall be given to the County by certified mail, return receipt requested.
  - The insurance company or companies underwriting the required policy shall be authorized to write such insurance in the State of California (with a Best rating of A or above) or be approved in writing by the County.
  - The County reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures.

**3.3. Non-Airworthy Aircraft**

Only Aircraft considered airworthy or with a special flight authorization by the FAA and military Aircraft shall use the Airport for Aircraft parking, staging, or storage. Non-airworthy Aircraft (including Non-Commercial construction of amateur-built or kit-built Aircraft in compliance with construction progress benchmarks) may undergo long-term major renovation or restoration as long as the Aircraft is stored in a Hangar approved for such Aircraft Maintenance or as otherwise previously authorized in writing by the Airport Manager.

- Aircraft Owner or Aircraft Operator shall remove non-airworthy Aircraft from the Airport within 90 days of becoming non-airworthy unless otherwise previously authorized in writing by the Airport Manager.
- If Aircraft Owner or Aircraft Operator is unknown or cannot be noticed by mail, the Airport Manager shall conspicuously post and affix such written notice to the Aircraft.

**3.4. Disabled and Abandoned Aircraft**

Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of disabled Aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the County, FAA, NTSB, or Agency having jurisdiction.

Abandoning an Aircraft on the Airport is prohibited.



- An Aircraft shall be considered Abandoned if the Aircraft Owner or Aircraft Operator (1) has not paid in full applicable rents or fees due to the County, (2) has not responded to written notification from or on behalf of the County, by certified or registered mail, and/or (3) does not have a current and valid registration with the FAA (or similar agency of a foreign country).

In the event the County determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove a non-airworthy, disabled, or Abandoned Aircraft in a timely manner (at Aircraft Operator's risk, cost, and expense), the Aircraft may be impounded by the County at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the County.

- Once an Aircraft is impounded by the County, the County shall charge reasonable impoundment fees and thereafter publish a notice of intent to remove the Aircraft in the legal jurisdiction of the county in which the Aircraft Owner or Aircraft Operator was last known to reside/exist, and if such location is unknown, then in the legal jurisdiction of Napa, California.
- The Aircraft Owner or Aircraft Operator may claim the Aircraft by responding to the County in writing, paying the impoundment fees in full, and promptly removing the Aircraft from the Airport.
  - If the Aircraft is not claimed by the Aircraft Owner or Aircraft Operator, the County shall dispose of Abandoned Aircraft in accordance with Legal Requirements.
- The County may assess and recover from the Aircraft Owner or Aircraft Operator all applicable rents and fees, impoundment charges, and other related expenses including reasonable attorney fees incurred by the County in connection the enforcement of these provisions.

### **3.5. Hours of Operation**

The public use aeronautical areas (runways, taxiways, and supporting infrastructure) of the Airport is available for use 24 hours per day, 7 days per week, unless closed by a Notice to Airmen (NOTAM).

### **3.6. Accidents and Incidents Involving Aircraft**

Aircraft Operators involved in an Aircraft Accident or Aircraft Incident shall make a full and complete report to the County and appropriate Agencies in a timely manner, complete any additional required forms and/or reports, and comply with NTSB Regulations Part 830.

- The report to the County shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.

Aircraft involved in an Accident may not be removed from the scene of the Accident until authorized by the County who shall receive authorization from the FAA, NTSB, or other Agencies having jurisdiction, as applicable. Once authorization to remove the Aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft (and any parts) to a designated area and the clean-up, repair, and restoration of any damage caused to Airport facilities and any costs associated therewith. In the event the County determines the Aircraft Owner or Aircraft Operator is unavailable, unable, or unwilling to remove the Aircraft in the Accident in a timely manner (at Aircraft Operator's risk, cost, and expense), the Aircraft may be removed from the scene of the Accident by the County at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the County.

### **3.7. Prohibiting Use of the Airport**

The Airport Manager shall have the right at any time to close or restrict use the Airport or any portion thereof to Aircraft operations (except for an emergency operation) or deny the use of the Airport to any



entity when the Airport Manager considers such actions to be necessary and desirable in the interest of safety or security.

- The Airport Manager may issue or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity at the Airport.
- Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, cost, loss of revenue, or damage which may be incurred by any entity.

### **3.8. Maintenance**

Aircraft Maintenance, Aircraft painting, or Aircraft paint stripping may only be performed within Hangars, buildings, or those areas specifically permitted by the type rating established by Building and Fire Codes and designated by the County only in compliance with the instructions of the County and the orders of the Fire Department.

### **3.9. Cleaning**

Aircraft cleaning signified by the use of running water shall only be performed in full and complete compliance with the County's SWPPP. Aircraft cleaning, which creates runoff, occurring in locations other than approved Aircraft wash racks shall require written pre-approval from the Airport Manager. Requests for permission shall be submitted in writing and include the name of the Aircraft Operator, location, time and duration, entity conducting Aircraft cleaning, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.

When non-biodegradable soap, solvents, and/or degreasers are used for Aircraft cleaning, these substances shall be disposed of in accordance with Legal Requirements. Aircraft, Aircraft engines, and/or parts may be dry washed without approval by the County.

### **3.10. Engine Operation**

Between the hours of 10:00 p.m. and 6:00 a.m., Aircraft engine Runups are not permitted except for Runups required in preparation for Aircraft departure. Engine Runups are prohibited in Non-Movement Areas.

- Aircraft engines shall not be started within any structure.
- Aircraft controls shall be attended while Aircraft engine(s) are operating.
- Propeller, engine, and exhaust noises shall be kept to a minimum.

Any person operating an Aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations. Starting an Aircraft engine when flammable liquid is on the ground in the immediate vicinity of the Aircraft is prohibited.

If conducting hand propping of an Aircraft, such activity shall conform to the Aircraft's Pilot Operating Handbook (POH) or Aircraft Flight Manual (AFM) and/or the standard procedures set forth in the FAA Flight Training Handbook. This procedure shall only occur if the Aircraft controls are attended by a qualified individual, the brake is set, and the main wheels are chocked or the Aircraft's tail is securely tied down.

### **3.11. Parking and Storage**

Aircraft shall be parked completely within a designated parking or Tiedown space. Except for temporary staging and/or Fuel Handling, Aircraft shall not obstruct access to a Taxiway or Taxilane, Hangars, parked or staged Aircraft, parked or staged Vehicles, equipment, doors, gates, or Fuel storage facilities.



Parking, staging, and storage of Aircraft shall only be allowed in designated general aviation parking areas, the Leased Premises of a Lessee or Sublessee to the extent authorized by Agreement, or as expressly approved by the Airport Manager in writing.

- In the event a person uses any area for Aircraft parking, staging, or storage not in compliance with the preceding provision, the County may remove and store the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the County.

Aircraft Operators shall ensure parked Aircraft are properly secured in accordance with Advisory Circular (AC) 20-35C, as amended from time to time.

- Moored lighter-than-air Aircraft shall have at least one person monitoring the safety of the mooring for the duration of the mooring.

In order to safely and efficiently operate the Airport, an Aircraft Owner or Aircraft Operator shall move their Aircraft to a location and/or position identified by the Airport Manager. In the event the Aircraft Owner or Aircraft Operator unavailable, unable, or unwilling, the Airport Manager may move the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability to the County.

### **3.12. Security**

An Aircraft Owner or Aircraft Operator may provide security for an Aircraft at their own expense provided the County is notified in advance of implementing any security and that the security measures do not hinder, delay, or prevent relocation or removal of Aircraft at the direction of the County.

### **3.13. Operations**

Operating an Aircraft in a careless, negligent, or reckless manner which endangers persons or Property is prohibited. Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or by written notification of the County or NOTAM.

Airborne radar equipment shall not be operated or ground-tested within the following distance of another Aircraft, an Aircraft Refueling Vehicle, or a Fuel storage facility:

- 300 feet if radar's directional beam is high intensity (50KW or greater output)
- 100 feet if the radar's directional beam is low intensity (less than 50KW output)

Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an Aircraft is inside a Hangar.

The starting, positioning, or taxiing of Aircraft shall avoid generating propeller or engine blast which may endanger persons or damage Property. If necessary, the Aircraft shall be towed to a location or position at the Airport where the propeller or engine blast will not endanger persons or damage Property when the engines are started or operated.

Except for emergency situations, Aircraft shall not land, takeoff, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the Aircraft or on any closed Runway or Taxiway.

- It shall be the Aircraft Operator's responsibility to repair any damage caused by excessive weight and/or other operations.



### **3.14. Taxiing and Towing Operations**

Aircraft shall not be taxied until the Aircraft Operator has determined (by visually inspecting the area) that no danger exists of collision with any person or Property.

- Aircraft shall not be taxied into, out of, or within any structure.

Aircraft being taxied shall have a person monitoring the radio transmitting frequency in use by ATC (as applicable) if the Aircraft is equipped with a radio and the radio is functional.

Taxiing Aircraft shall yield the right-of-way to Emergency Vehicles, equipment, or Aircraft unless otherwise directed by written notice of the County or NOTAM. Aircraft shall not be taxied at a speed greater than is prudent under the conditions that exist with regard for actual and potential hazards and other Aircraft so as not to endanger persons or Property.

Aircraft shall only be taxied or towed in areas normally used for operation of Aircraft unless prior written approval has been provided by the County.

### **3.15. Rotorcraft Operations**

Rotorcraft shall park or operate only in Movement Areas, Aircraft parking areas, or areas designated by the County for rotorcraft operations. Rotorcraft shall not be operated within 50 feet of any structure or Fuel storage facility. Rotorcraft shall not be operated within 100 feet of any area where Light Aircraft are parked or operating.

### **3.16. Noise Abatement Procedures**

Consistent with the Aircraft Operator's responsibility for complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the Aircraft as set forth by the Aircraft manufacturer, Aircraft Operators are requested to use procedures which minimize the noise impact on surrounding areas.

### **3.17. Restricted Activities**

Unless otherwise approved by Agreement, Aircraft Operators shall provide advance notification to the County before engaging in any of the following activities and shall conduct these activities in accordance with the specific requirements stipulated by the County:

- Use of motorless Aircraft – the landing upon or towing of gliders and other certificated motorless Aircraft.
- Use of Ultralight Vehicles – the landing or taking off of Ultralight Vehicles unless approved in writing by the Airport Manager.
- Use of lighter-than-air Aircraft – the landing or taking off of airships, dirigibles, blimps, balloons, and other certificated lighter-than-air Aircraft which utilize gasses or hot air to provide lift.
- Banner or glider towing – the landing or taking off of Aircraft which tow banners, gliders, or other devices.
- Sky diving, parachuting, or powered parachute operations.
- Operation of model Aircraft.
- Operators of unmanned aerial vehicle (UAV), or unmanned Aircraft system (UAS) Aircraft within five statute miles of the Airport shall comply with all applicable Legal Requirements. This may include, but is not necessarily limited to, notifying and obtaining written permission from the Airport Manager to fly UAV or UAS Aircraft within protected airspace.



## AIRCRAFT RULES AND REGULATIONS

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- Operation of Aircraft with a maximum certificated takeoff weight in excess of the published weight bearing capacity for the Runway(s) and/or Taxiway(s).
- Transportation of Hazardous Materials – landing or taking off with flammable, explosive, or corrosive materials, except those which are carried aboard (and necessary) for the operation of the Aircraft or use by crewmembers or passengers. All shipments of Hazardous Materials shall comply with regulations established in 49 CFR Parts 100-199 and Legal Requirements governing such shipments. Hazmat and Aircraft Rescue and Fire Fighting equipment and trained personnel will be required for this type of operation as a precautionary measure. Costs associated with trained hazmat personnel and related equipment shall be borne solely and completely by the Aircraft Operator.

### **3.18. Fees**

Aircraft Owner or Aircraft Operator must pay all fees established and assessed by the County, unless exempt by Agreement.

- Aircraft that may be exempt from County fees include Aircraft owned and/or operated by the United States of America, owned and/or operated by military forces of the United States of America, and operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).



4. VEHICLE RULES AND REGULATIONS

4.1. Legal Requirements

All Vehicle Operators shall comply with the State of California Vehicle Code, these Rules and Regulations, directives issued by the Airport Manager, and the orders of the Sheriff’s Department and Law Enforcement Officers.

4.2. Licensing and Permit

Except for Vehicles which are exclusively used on the Airport, all Vehicles shall meet licensing and registration requirements. Vehicle Operators must have a valid Vehicle Operator’s license and evidence of insurance as required by Legal Requirements, including those vehicles operated exclusively on the AOA. If available from the County, Vehicle Operators must receive Vehicle training and instructions from the County prior to operating Vehicles on the AOA.

4.3. Equipment

Vehicles shall not be operated at the Airport unless the Vehicle is in sound mechanical order, has adequate lights, horn (except for Vehicles which are exclusively used on the Airport), and brakes, and provides clear and unobstructed visibility from the driver’s position. Trailers and semi-trailers are not permitted at the Airport unless equipped with lights (or reflectors) on all sides and a proper brakes/braking system. Trailers and semi-trailers shall not be disengaged from towing Vehicles.

4.4. Operations

Vehicles are not permitted to be operated in a careless, negligent, unsafe, or reckless manner; in disregard of the rights, safety, and security of others; and without due caution and circumspection; or at a speed or in a manner which endangers, or is likely to endanger, persons or Property. Vehicles constructed, equipped, loaded, or maintained (or having attached thereto any object or equipment which drags, swings, or projects) so as to endanger or be likely to endanger persons or Property is prohibited.

No tank Vehicle, truck, or semi-trailer used for the transportation of flammable liquids, Fuel Handling, or defueling of Aircraft shall be operated on the AOA unless approved in writing by the County.

Vehicles shall not be operated in any Hangar for a prolonged period of time unless the Vehicle exhaust is protected by screens or baffles to prevent the escape of sparks or the propagation of flame and a vent system exists to prevent exhaust fumes from building up in the Hangar.

Airside and Landside Speed Limits

**Safe Speed** – Vehicles shall not be operated at a speed greater than is reasonable and prudent under prevailing conditions and/or in a manner that endangers persons or Property.

**Minimum Speed** – Vehicles shall not be operated at such a slow speed as to impede or block traffic, except necessary for safety or in compliance with Legal Requirements.

**Maximum Speed** – Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits or in excess of any speed stipulated in these Rules and Regulations. In areas where signs, markers, or devices are not used or posted, the speed limit shall be:

APC	Maximum Speed (miles per hour)
Airside	10
Landside	25



## VEHICLE RULES AND REGULATIONS

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Vehicle Operators shall not, after receiving a visual or audible direction from a County employee or a Law Enforcement Officer, operate the Vehicle in disregard of the direction. Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the County or a Law Enforcement Officer.

The operation of any overloaded Vehicle (as designated in the vehicle operation manual) is prohibited. Persons shall only ride in a proper seat on or in a Vehicle. Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles or equipment, and pedestrians.

Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe and secure operation of the Aircraft.

- Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not overtake or pass in front of a moving Aircraft.
- Vehicles shall come no closer than 50 feet to a taxiing Aircraft.
- Vehicles shall not pass closer than 20 feet from any wing or tail section of a parked or staged Aircraft where practical.

Vehicle Operators shall take all appropriate steps, including, at a minimum, covering the load, to prevent the contents of any Vehicle from dropping, leaking, or otherwise escaping the Vehicle.

### Tugs (Towing Vehicles and Related Equipment):

- Positive locking couplings are required for all towing Vehicles and related equipment.
- Aircraft towing Vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

### **4.5. Security**

After using any Vehicle access gate, Vehicle Operators shall stop and ensure the Vehicle access gates are fully closed before proceeding and shall also ensure that no unauthorized Vehicles or persons gain access to the gated portion of the Airport. If the Vehicle access gate fails to close or the Vehicle Operator cannot prevent such access, the Vehicle Operator shall notify the Airport manager.

### **4.6. Air Operations Area**

The Airport Manager may restrict Vehicles to designated area(s) of the AOA.

Motorhomes, mini-bikes, dirt bikes, all-terrain Vehicles, go-carts, roller blades, skate boards, unicycles, or other similar devices designed for recreational purposes are not permitted without the prior written permission from the Airport Manager.

### **4.7. Movement Area**

No person shall take or drive any Vehicle on the Movement Area unless permission has been granted in an Agreement or otherwise obtained in writing, in advance, from the Airport Manager.

No Vehicle shall enter the Movement Area without prior coordination (including appropriate training and safety markings) and continuous two-way radio communications with ATC (when in operation), Unicom, or a County escort.

- Vehicle Operators shall obtain clearance from ATC and ensure that no Aircraft is approaching prior to entering the Movement Area.



## VEHICLE RULES AND REGULATIONS

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Vehicles operating on the Movement Area shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies. In the event a Vehicle in the Movement Area experiences radio failure, the Vehicle must vacate the area utilizing non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the Vehicle towards the control tower and flashing the Vehicle's headlights. Thereafter, the Vehicle Operator shall operate the Vehicle in accordance with the standard colored light signal directions given by ATC immediately.

Vehicles operating on the Movement Area on a regular basis shall be equipped with an approved and fully operational amber (or red for Emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing a 360-degree view and in compliance with AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport" as may be amended. The beacon shall be activated and remain in operation by the Vehicle Operator prior to entering the Movement Area.

Vehicles other than those that routinely traverse any portion of the Movement Area under the control of ATC, which are not escorted by a County vehicle in constant two-way radio communication with ATC and properly equipped and authorized to operate in the Movement Area, must be provided with a flag on a staff attached to the vehicle so that the flag will be readily visible.

Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the Vehicle is radio equipped.

- Steady Green – Cleared to cross, proceed, or go
- Steady Red – Stop
- Flashing Red – Clear the Runway/Taxiway
- Flashing White – Return to starting point on the Airport
- Alternating Red and Green – Exercise extreme caution

#### **4.8. Accidents Involving Vehicles**

A Vehicle Operator involved in an Accident resulting in any injury or death to a person(s) or damage to Property shall stop at the scene (or as close as possible to the scene without creating a safety hazard) and immediately call "911". The Vehicle Operator (and the Vehicle) must remain at the scene until the Sheriff's Department, Law Enforcement Officers, and/or the Fire Department take a full report.

#### **4.9. Cleaning and Maintenance**

Vehicles shall not be cleaned and/or maintained on the Airport, except for minor repairs which are necessary to remove such Vehicles from the Airport or in areas approved in writing by the County and constructed in a manner consistent with Legal Requirements.

#### **4.10. Parking or Stopping**

Vehicles shall be parked only in designated areas unless otherwise authorized in writing by the County. Vehicles shall not be parked or stopped so as to obstruct Aircraft, Vehicles, or pedestrians; within 15 feet of a fire hydrant or within a fire lane, within 3 feet of either side of a security fence; or in violation with applicable signage and postings.

Vehicles shall not stop except when engaged in loading and unloading of Aircraft in areas designated by the County for that purpose by appropriate signage. Displaying Vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless previously authorized in writing by the Airport Manager.



## VEHICLE RULES AND REGULATIONS

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All service Vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in specially reserved and marked areas or other areas designated by the County.

Aircraft Operators may park Vehicles which are fully operational and completely functional inside the Hangar or outside the Hangar (but only in designated parking areas), or on the Based Aircraft's designated Tiedown space while the Based Aircraft in the Hangar is gone.

- Vehicles parked outside of a Hangar or on a Tiedown space for more than 30 calendar days without prior written notification to the County shall be considered abandoned and the County may take whatever action is deemed appropriate to remove and/or dispose of the Vehicle. Such action shall be at the Vehicle Operator's risk, cost, and expense and without any liability to the County.
- Abandoning a Vehicle anywhere on the Airport, including on Leased Premises, is prohibited.

Boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain Vehicles, race cars, recreational Vehicles, trailers, and other similar Vehicles may not be parked or stored in a Hangar or anywhere else on the Airport unless previously authorized in writing by the County.

The County may boot, tow, or otherwise remove any Vehicle which is disabled or parked in violation of these Rules and Regulations (or if the Vehicle creates a safety or security hazard or interferes with Airport operations) at the Vehicle Owner or Operator's risk, cost, and expense and without any liability to the County.

### ***4.11. Fees and Permits***

Unless the Vehicle Owner or Operator is exempt from payment as may be stipulated in an Agreement with the County, Vehicles shall not be parked in any public parking area unless the Vehicle Owner or Operator pays the any fees established and assessed from time to time by the County.



## **OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS**

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### **5. OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS**

#### **5.1. Security**

All gates, chains, doors, fences, lighting, locks, and all other safeguards which are part of the Leased Premises or have been installed by the Lessee (or Sublessee if applicable) shall be maintained by the Lessee (or Sublessee if applicable) and kept in good working condition at all times.

#### **5.2. Construction or Alteration of Improvements**

Any construction or alteration of an Improvement shall be performed in compliance with the Development Standards.

#### **5.3. Maintenance of Premises**

Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed equipment and utility services, oil/water separators, and security improvements) shall be:

- Kept free from all fire, safety, and security hazards,
- Maintained in a clean, neat, orderly, and fully operational condition and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear expected, and
- Maintained in a condition of repair and general maintenance in accordance with the Agreement.

Leased Premises (including Hangar floors) shall be kept clean and clear of the accumulation of Fuel, oil, grease, flammable liquids, rags, trash, or other waste materials. Each Lessee or Sublessee approved by the County, shall be responsible for and replace, or in the County's sole discretion, reimburse the County for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Lessee (or Sublessee if applicable) or its employees, agents, customers, visitors, suppliers, or persons with whom they do business.

Each Lessee and authorized Sublessee shall provide all necessary cleaning services for any Leased Premises. Necessary cleaning services include janitorial and custodial services, trash removal services, and any services associated with removal of foreign objects/debris, spent oils, or other fluids; cleaning of oil/water separators; and any related services necessary to maintain the Improvements in a good, clean, neat, orderly, and fully operational condition, normal wear and tear expected.

- The use of volatile or flammable solvents for cleaning floors is prohibited.

Facades of all buildings and structures shall be kept in good repair, condition, and appearance at all times. Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the County) may result in the County conducting or contracting the maintenance at Lessee's (or Sublessee's if applicable) sole cost and expense without liability to the County.

#### **5.4. Fire Prevention**

Lessee (and Sublessee if applicable) shall be responsible for ensuring that fire prevention practices and/or procedures are followed on any Leased Premises.

Employees conducting Fuel Handling must receive fire prevention training and instruction by the Fire Department or through an approved company training program immediately upon employment and receive such fire prevention training and instruction annually thereafter.



## **OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS**

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- Fire prevention training and instruction shall include the use of fire extinguishers, responding to Fuel and oil spills, handling flammable materials, and any other items deemed necessary and/or appropriate (for the Activity) by the Fire Department and the training and instruction provided to each employee shall be documented and kept on file.

Proper, appropriately sized, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) for the particular hazard involved or associated with the activity shall be provided by Lessees (and Sublessees if applicable).

- Fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
- A tag showing the date of last annual inspection (and who performed the inspection) shall be attached to each unit and records, acceptable by fire underwriters, shall be kept documenting the status of each unit as well as monthly inspections by the user.

A responsible person shall be designated, and point-of-contact information shall be provided to the Fire Department including the name of the primary and secondary contacts and day time and after-hours telephone numbers for both individuals.

### **5.5. Heating Equipment**

All heating equipment and Fuel burning appliances installed or used at the Airport shall comply with all applicable Legal Requirements of the County, the State of California, the NFPA, and the Fire Department.

### **5.6. Aircraft Hangars**

Aircraft Hangars shall only be used for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved by the County and the Fire Department or as otherwise stipulated in an Agreement. Use of Aircraft Hangars shall be subject to the following restrictions:

- Unless otherwise directed by the County, use of Hangars shall conform to 14 CFR Chapter I (Docket No. FAA 2014-0463) *FAA Policy on the Non-Aeronautical Use of Airport Hangars*, as may be amended from time to time.
- Aircraft Hangars shall only be used by the Lessee; (or Sublessee, if any are authorized by the Agreement with the County) for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved in writing by the Airport Manager and the Fire Department or as otherwise stipulated in an Agreement. All items stored must belong to the Lessee or authorized Sublessee authorized to use the Hangar.
- The pre-flight sumping of fuel systems may only be performed while the Aircraft is outside of the Hangar.
- Small space heaters ( $\leq 15$  amperes) may be utilized in Hangars provided they are not left unattended and all applicable fire prevention/safety measures are continually observed.
- Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Legal Requirements.

Except for temporary staging and/or Fuel Handling, Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not block any Taxiway or Taxilane or obstruct access to Hangars, parked or staged Aircraft, parked or staged Vehicles, doors, gates, or Fuel storage facilities.



## **OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS**

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Aircraft Maintenance may be conducted on Lessee's owned Aircraft within Lessee's premises, provided such individuals are permitted to conduct such Aircraft Maintenance in compliance with FAA regulations.

- Owner-Assisted Maintenance may be conducted within Hangars with approval of the Airport Manager through Licensee's Agreement expressly permitting such Aircraft Maintenance.
- Aircraft Maintenance within Hangars shall not include the following, unless expressly approved in writing by the Airport Manager:
  - Welding
  - Cutting
  - Open flames and torches
  - Servicing any part of a fuel system or transferring fuel
  - Any other activities prohibited by the California Building Code or California Fire Code for S Occupancies as adopted by reference in the Napa County Code.

### **5.7. Aircraft Tiedowns**

Except for temporary staging and/or Fuel Handling, Aircraft parked in a Tiedown space shall be parked in a manner so as to be completely contained in the Tiedown space and shall not be positioned in such a manner so as to (1) block any portion of a Taxiway or Taxilane, or (2) obstruct access to Hangars, other parked or staged Aircraft, parked or staged Vehicles, equipment, doors, gates, or Fuel storage facilities. .

- If performed in full compliance with Legal Requirements, preventative Aircraft Maintenance, as defined in 14 CFR Part 43, may be performed on the Aircraft listed in the Agreement for the Tiedown space.

### **5.8. Storage of Materials and Equipment**

Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.

- Storage of materials or equipment, excluding Refueling Vehicles, shall not be permitted outdoors, unless approved in writing by the County.
- Non-hazardous items can be stored in a fully-enclosed and secured container on the Leased Premises as long as such storage fully complies with Legal Requirements.
- Unless expressly permitted in an existing Agreement or approved in writing by the County, the Leased Premises shall not be used to store non-aviation merchandise, supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, Vehicles, or equipment without the prior written permission of the County.

### **5.9. Compressed Gases**

Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed object to prevent tipping, or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.

- Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed.
- Cylinders or tanks not in use shall have an approved transportation safety cap installed.



## **OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS**

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- Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA.

### **5.10. Lubricating Oils**

Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the County and the Fire Department).

Prior to storing 55 gallons or more of lubricating oil or any containers having a capacity of 55 gallons or, Lessee (or Sublessee if applicable) shall provide an acceptable SPCC Plan to the County. Such containers may only be stored in compliance with Legal Requirements and consistent with the County's SWPPP.

### **5.11. Right of Entry**

The County shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all Improvements whether the right of entry is provided for in any Agreement.

- For Improvements on any Leased Premises, the County shall be provided with a key capable of gaining access to the facilities, buildings, and Improvements.
- For Improvements owned by the Lessee or Sublessee, the County shall provide advanced notification.

The County and the Fire Department shall have the right of entry to Improvements without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

### **5.12. Non-Commercial Flying Club**

A Non-Commercial Flying Club (Flying Club) is an entity that is legally formed as a non-profit entity with the State of California, operates on a non-profit basis, and restricts membership from the public. Note: This section does not apply to social flying clubs or groups who do not jointly own or operate Aircraft.

- Each Flying Club member (Member) must have an ownership interest in the Flying Club. The property rights of the Flying Club Owners shall be equal.
- Each Flying Club shall keep on file and available for review by the County, a complete membership list and investment (ownership) share held by each member including a record of all members (past and present) with full names, addresses, and the date the membership began and ended.

The Flying Club shall file and keep the following current with the County:

- articles of incorporation, copies of bylaws, operating membership agreements, and the location and address of the club's registered office,
- roster of all officers and directors including home and business addresses and telephone numbers, and
- designee responsible for compliance with applicable Legal Requirements.

Flying Clubs shall not conduct any Commercial Activity. If a Flying Club is operated for Commercial purposes, the Flying Club shall be required to meet the applicable Minimum Standards for a Commercial Activity.



## OPERATOR, LESSEE, AND SUBLESSEE RULES AND REGULATIONS

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Members may conduct flight instruction relating to Aircraft checkout and/or currency (e.g., flight reviews, instrument proficiency checks, etc.) for other Members. The Flying Club may permit its Aircraft to be used for flight instruction as long as both the instructor and person receiving instruction are members of the Flying Club, or instruction is given by a Flight Training Operator and the person receiving the training is a member of the Flying Club. A flight instructor may receive Compensation for instruction or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

- Flying Club Aircraft shall only be used by Members.

A qualified mechanic who is a Member of the Flying Club may perform maintenance work on Aircraft owned by the Flying Club. The mechanic may receive Compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both Compensation and waived or discounted dues or flight time concurrently.

**Insurance** – Except as otherwise provided for herein, a Non-Commercial Flying Club shall maintain, at a minimum, the coverage and limits of the applicable insurance set forth below with each member listed on the policy as having pilot-in-command privileges:

- General Liability (Combined Single Limit):
  - Each occurrence – \$1,000,000
  - Unlicensed Vehicles – \$1,000,000
- Vehicular Liability (Combined Single Limit):
  - Each occurrence – \$1,000,000
- Hangar Keeper's Liability (Largest Aircraft Accommodated):
  - Single Engine Piston Group I – \$250,000 (each aircraft) and \$500,000 (each occurrence)
  - Multi Engine Piston Group I – \$500,000 (each aircraft) and \$1,000,000 (each occurrence)
  - Turboprop Group I – \$1,000,000 (each aircraft) and \$2,500,000 (each occurrence)
- Aircraft and Passenger Liability (Each Occurrence):
  - Each occurrence – \$1,000,000 Club and \$100,000 sub limit per person



## 6. AVIATION FUELING RULES AND REGULATIONS

### 6.1. General

**Legal Requirements** – Fuel Handling, Refueling Vehicles, and Fuel storage facilities at the Airport shall conform to the Legal Requirements including, but not limited to, 14 CFR; NFPA recommendations; ATA 103; Applicable ACs including AC 150/5230-4B Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports, AC 00-34A Aircraft Ground Handling and Servicing, and AC 150/5210-5D Painting, Marking and Lighting of Vehicles Used on an Airport; the County’s SWPPP, any applicable Spill Prevention, Control, and Countermeasure Plan (SPCC Plan); Legal Requirements established by the Environmental Protection Agency, California Environmental Protection Agency, California Water Resources Control Board, and any applicable Agency regulations..

**Fuel Quality Control** – Fuel dispensed at the Airport shall comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D1655 (Jet Fuel), ASTM D1910 (Avgas), or ASTM D4814 without ethanol (Mogas). Ensuring the quality of the Fuel is the sole responsibility of entity engaged in Fuel Handling.

**Training** – No person shall engage in Fuel Handling until that person is properly trained.

- Standard Operating Procedure (SOP) shall be developed and maintained for Fuel Handling to include compliance with standards set forth in AC 00-34A Aircraft Ground Handling and Servicing. The SOP shall include a training plan, Fuel quality assurance procedures, record keeping, and emergency response procedures related to Fuel spills and fires. The SOP shall also address regular safety and security inspections, bonding and fire protection, public protection, marking and labeling of (and controlling access to) Refueling Vehicles and Fuel storage facilities. The SOP shall be made available to the County for review upon request no later than 30 calendar days before any Fuel Handling is scheduled to commence and it shall be made available for review upon request any time changes are planned.

**Fuel Handling** – Aircraft shall not be engaged in Fuel Handling in an area where Aircraft engines are operating, Aircraft or engines are being warmed by application of heat, or while the Aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger persons or Property. If any malfunction or irregularity is detected on or within the Aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of Fuel or oils.

- Should a Fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.19 of these Rules and Regulations and any applicable SPCC Plan.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator’s Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.



## AVIATION FUELING RULES AND REGULATIONS

Fuel Handling shall not occur while passengers are on board the Aircraft unless a passenger-loading ramp is in place at the Aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate Aircraft electrical systems or switch Aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any Aircraft, Refueling Vehicle, Fuel storage facility, or fuel spill.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

- All extinguishers shall be inspected and certified, as required by law, and all personnel involved with Fueling or defueling operations shall be qualified and properly trained to use all fire extinguishers.
- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities Fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the County for any fines, legal or court costs, incurred by the County for any such violation, error, omission, or negligence.

Prior to engaging in Fuel Handling, entity shall provide the County with a written SPCC Plan that meets all applicable Legal Requirements. An updated copy of the SPCC Plan shall be filed with the County at least 30 calendar days prior to any planned change in operations. A properly trained person shall be present and responsive while Fuel is being transferred into or out of any Fuel storage facility or any Refueling Vehicle.

- The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
- The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of Fuel is in progress.
- The person shall not block open, bypass, disengage, or deactivate the deadman or any related controls while Fuel Handling.

Refueling Vehicles shall be positioned so the Vehicle can be safely driven away in the event of spill or fire. Fuel Handling shall be conducted outdoors and at least 25 feet from any Hangar or building and 50 feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the County and the Fire Department.

In the absence of suitable ground support equipment, a turbine-powered auxiliary power unit (APU) mounted at the rear of the Aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling. A turbine-powered APU may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a Fuel vapor ignition source.

The Refueling Vehicle shall be bonded to the Aircraft or Fuel storage facility to equalize the voltage potential. All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling shall be Factory Mutual (FM) or Underwriters Laboratories (UL) approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.



## AVIATION FUELING RULES AND REGULATIONS

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Hold down or hold open devices on Refueling Vehicle nozzles are prohibited. For single point Fueling, deadman controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order. No person shall deactivate or bypass a deadman control or mechanism at any time. During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within 50 feet.

Refueling Vehicles (including Fuel tankers) shall only use the entrance, exit, and route designated by the County during the transportation and delivery of Fuel. Refueling Vehicles (including Fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.

Appropriate and proper absorbent material(s) and Fuel spill containment capable of damming/diking a Fuel spill shall be immediately available or as required in the entity's approved SPCC Plan.

**Rotorcraft Rapid Refueling** – In the event Rotorcraft fueling occurs while an onboard engine is operating, an entity must comply with all Legal Requirements.

Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the Fuel inlet port(s), vents, or tank openings. An FAA licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process. If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area if needed.

Only designated personnel who are properly trained in rapid refueling operations, shall operate the Refueling Vehicle. All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the Fuel inlet ports shall be closed and shall remain closed during Fuel Handling. Fuel shall be dispensed into an open port from approved type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.

When Fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space. The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than 20 feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering in the vicinity.

### **Refueling Vehicles**

Refueling Vehicles shall be equipped and maintained to comply with all applicable Legal Requirements including, but not limited to, those prescribed by:

- NFPA Codes;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- Applicable ACs including AC 00-34A "Aircraft Ground Handling and Servicing" and AC 150/5210-5D "Painting, Marking and Lighting of Vehicles Used on an Airport".

Refueling Vehicles shall be equipped with metering devices that meet all applicable Legal Requirements and shall be bottom loaded.

Only those Fuel storage facilities and Refueling Vehicles which are approved by the County and the Fire Department shall be used for Fuel Handling. Refueling Vehicles, pumps, meters, hoses, nozzles, funnels,



## AVIATION FUELING RULES AND REGULATIONS

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fire extinguishers, and bonding devices used during Fuel Handling shall be maintained in a safe operating condition. All hoses, funnels, and appurtenances used in Fuel Handling shall be equipped with a bonding device to prevent ignition of volatile liquids.

- When Refueling Vehicles are found in a state of disrepair, malfunction, or their use constitutes an undue fire or safety hazard, or the operation of Refueling Vehicles would violate these Rules and Regulations, the entity shall immediately discontinue the use of such Refueling Vehicles until repairs, replacements, or changes are made to render the same safe for continued use.
- Hoses or piping connections shall be secured and capable of holding under the pump's rated pound per square inch PSI discharge.
- Hoses or nozzles shall be FM or UL approved with self-closing valve and no hold-down or hold-open devices. All pumps shall be FM or UL approved.
- All storage tanks shall be rated in accordance with Unified Facilities Criteria (UFC) Article 24, Division II and Article 79, Division XII.

Refueling Vehicles and Fuel storage facilities shall be placarded, marked, or color coded in accordance with NFPA Publication 407 and applicable FAA ACs.

- A copy of all applicable permits, registrations, and certificates shall be maintained in each Refueling Vehicle.
- Original version of the documents shall be kept on file and available at the Airport.

### Storage of Refueling Vehicles

Refueling Vehicles shall be stored outdoors at a distance of at least 50 feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose. Refueling Vehicles shall be parked in a manner that provides a minimum of 10 feet of separation between Refueling Vehicles and any other Vehicle or Aircraft and a minimum of 50 feet from a storm water inlet.

### Maintenance of Refueling Vehicles

Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose. Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the County upon request.



### Fuel Storage Facilities

Any entity engaged in fuel storage at the Airport shall be liable and shall defend, indemnify, save, protect, and hold harmless the County for all leaks, spills, or other damage that may result from Fuel Handling. Fuel storage facilities shall be operated and maintained in accordance with practices recommended by the NFPA (NFPA 407) and in full compliance with Legal Requirements and shall be approved by all Agencies having jurisdiction. Fuel storage facilities shall be constructed and/or tanks shall be installed in accordance with the practices recommended by the NFPA and in full compliance with Legal Requirements. No installation or operation of Fuel storage facilities shall be initiated prior to receiving approval from the County in a location on leased premises authorized for such storage and in compliance with the PMCDs and all other Legal Requirements.

- All vehicle and/or pedestrian gates leading into Fuel storage facilities shall remain closed, locked, and secured except when actually in use.

### 6.2. Commercial Self-Serve Fueling (Avgas Only)

**Introduction** – Entities using a Commercial self-serve fuel pump shall comply with this Section and all applicable provisions of Section 6.1 of these Rules and Regulations.

**Training** – No person shall engage in Fuel Handling until that person is properly trained (including any training programs required by the Commercial self-serve fuel pump operator) or possesses a valid and current pilot's license.

### 6.3. Non-Commercial Self-Fueling (Jet Fuel and Avgas)

**Introduction** – Any entity engaged in Non-Commercial Self-Fueling of Jet Fuel or Avgas shall comply with this Section and all applicable provisions of Section 6.1 of these Rules and Regulations. Non-Commercial Self-Fueling is defined as fueling of an Aircraft by the Aircraft Owner or the Owner's employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

**Agreement** – No Aircraft Owner or Aircraft Operator shall engage in Self-Fueling unless a valid Non-Commercial Self-Fueling Agreement is executed between Lessee (herein after referred to as Self-Fueling Permittee) and County through its Board.

The Self-Fueling Agreement shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Agreement by reference. Self-Fueling Permittee shall provide evidence of Aircraft ownership, lease, or operation (full and exclusive control).

- If the Aircraft is being leased or operated by (and under the full and exclusive control of) and Fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease or operating agreement.
- The Airport Manager in consultation with County Counsel will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

Self-Fueling Permittee shall comply with State of California Department of Revenue regulations pertaining to aviation use fuel tax and Internal Revenue Service Publication 510 (Excise Taxes – Including Fuel Tax Credits and Refunds) when remitting payment in compliance with Publication 510. Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of Fuel utilized in Aircraft and provide records upon request by the County.



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**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons of: (i) aviation Fuel purchased by Self-Fueling Permittee (by Fuel type), (ii) delivered to Self-Fueling Permittee’s Fuel storage facility (by Fuel type), and (iii) dispensed to Self-Fueling Permittee’s Aircraft at the Airport, and (b) pay the appropriate fees due to the County.

Records and meters shall be made available for review by Airport management or other County personnel. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Self-Fueling Permittee and the amount of Fuel delivered to Self-Fueling Permittee’s Aircraft and/or dispensed by Self-Fueling Permittee at the Airport, the greater amount shall prevail and the Self-Fueling Permittee shall promptly pay all additional fees due the County at the Airport Manager’s Office, plus interest as set forth in the Self-Fueling Agreement.

**Fueling Operations** – Self-Fueling shall be conducted only in those areas designated by the County as identified in the Self-Fueling Agreement.

- Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of Fuel and Fueling from containers having a capacity of more than 5 gallons is prohibited.

**Fueling Equipment** – If utilizing a Refueling Vehicle for dispensing Fuel into Self-Fueling Permittee’s Aircraft, the Refueling Vehicle shall be solely owned, leased, and/or operated by (and under the full and exclusive control of) the Self-Fueling Permittee.

Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows:

Refueling Vehicles	APC
Jet Fuel	
Minimum capacity (gallons)	2,000
Maximum capacity (gallons)	3,000
Avgas	
Minimum capacity (gallons)	750
Maximum capacity (gallons)	1,500

- Self-Fueling Permittee’s utilizing an FBO Fuel storage facility must park the Refueling Vehicle on the FBO’s Leased Premises when not in use.
- Self-Fueling Permittee’s utilizing off Airport Fuel storage must park the Refueling Vehicle off Airport when not in use.

**Fuel Storage Facilities** – Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

- through an authorized FBO at the Airport;
- off Airport; or
- through Self-Fueling Permittee’s Fuel storage facility at the Airport in the designated Fuel storage area, which shall be determined by the Airport Manager in a location consistent with the Master Plan and Airport Layout Plan (ALP).



## AVIATION FUELING RULES AND REGULATIONS

Self-Fueling Permittees authorized by the County shall lease land and own or lease an above ground Fuel storage facility in the designated Fuel storage area as follows:

Fuel Storage Facility	APC
Jet Fuel	
Number of tanks	1
Minimum total capacity (gallons)	12,000
Avgas	
Number of tanks	1
Minimum total capacity (gallons)	10,000

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense Fuel to Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the County. Any such selling or dispensing shall be grounds for revocation of the Agreement by the County as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.

**Public Agency** – Public entities responding to an emergency declared under the California Emergency Services Act, Government Code Sections 8550 et seq., are not required to meet the fueling equipment and fueling storage requirements identified in these Rules and Regulations when responding to the emergency; however, any such fueling activities shall require the written authorization from and be done in accordance with the Airport Manager’s direction.

**Insurance** – Except as otherwise provided for herein, Non-Commercial Self-Fueling Permittee shall maintain, at a minimum, the coverage and limits of insurance set forth below:

- General Liability (Combined Single Limit)
  - Each occurrence – \$1,000,000
  - Unlicensed Vehicles – \$2,000,000/\$5,000,000
- Business Automobile Liability (Combined Single Limit)
  - Non-Movement Area – \$1,000,000
  - Movement Area – \$2,000,000
- Environmental Liability – \$2,000,000

### 6.4. Non-Commercial Self-Fueling (Mogas)

**Introduction** – Any entity engaged in Non-Commercial Self-Fueling of Mogas (Mogas Self-Fueling) shall comply with this Section. Non-Commercial Self-Fueling is defined as fueling of an Aircraft by the Aircraft Owner or the Owner’s employee(s) using the Aircraft Owner’s Vehicles, Equipment, and resources.

**Legal Requirements** – Fuel Handling shall conform to all applicable Legal Requirements.

**Fuel Quality Control**– Fuel shall comply with the quality specifications outlined in ASTM D4814 without ethanol (Mogas). Ensuring the quality of the Fuel is the sole responsibility of entity engaged in Fuel Handling.

**Training** – Persons engaging in Fuel Handling shall possess a valid and current pilot’s license.



## AVIATION FUELING RULES AND REGULATIONS

**Fuel Handling** – Aircraft shall not be engaged in Fuel Handling in an area where Aircraft engines are operating, Aircraft or engines are being warmed by application of heat, or while the Aircraft is located in a congested area.

All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property. If any malfunction or irregularity is detected on or within the Aircraft, Fuel Handling shall cease immediately, and the malfunction or irregularity shall be brought to the attention of the Aircraft Owner or Aircraft Operator immediately. Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of Fuel or oils.

- Should a Fuel or oil spill occur at the Airport, the party responsible shall comply with Section 2.17 of these Rules and Regulations.

Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual. Fuel Handling shall not occur if an electrical storm is in progress within 5 miles of the Airport and may resume 15 minutes following any reported or observed lightning flash within 5 miles of the Airport.

Fuel Handling shall not occur while passengers are on board the Aircraft. No person shall operate any cellphone, radio transmitter, or receiver or switch the transmitter or receiver on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.

No person shall operate Aircraft electrical systems or switch Aircraft electrical appliances on or off during Fuel Handling.

- Smoking, vaping, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within 50 feet of any Aircraft, Refueling Vehicle, or Fuel storage facility.

Fire extinguishers shall be immediately available during Fuel Handling to comply with practices recommended by the NFPA and all fire codes, regulations, or directives issued by the Fire Department and/or the County.

- All extinguishers shall be inspected and certified, as required by law.
- Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities Fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
- Entities engaged in Fuel Handling shall fully reimburse the County for any fines, legal or court costs, incurred by the County for any such violation, error, omission, or negligence.

**Agreement** – No Aircraft Owner shall engage in Mogas Self-Fueling unless a valid Non-Commercial Self-Fueling Agreement is submitted and executed by the Board permitting such activity, herein after referred to as Self-Fueling Permittee.

The Self-Fueling Agreement shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Non-Commercial Self-Fueling rules which shall be included in the Self-Fueling Agreement by reference. Self-Fueling Permittee shall provide evidence of Aircraft ownership, lease, or operation (full and exclusive control).

- If the Aircraft is being leased or operated by (and under the full and exclusive control of) and Fueled by Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease or operating agreement.



## AVIATION FUELING RULES AND REGULATIONS

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- The County will determine if the lease or operating agreement demonstrates that the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

Self-Fueling Permittee shall comply with State of California Department of Revenue regulations pertaining to aviation use fuel tax and Internal Revenue Service Publication 510 (Excise Taxes – Including Fuel Tax Credits and Refunds) when remitting payment in compliance with Publication 510. Self-Fueling Permittee shall maintain written records of compliance with all Legal Requirements (including tax or fee payments) for the use of Fuel utilized in Aircraft and provide records upon request by the County.

**Reporting** – On or before the 10th day of the subsequent month, Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons dispensed to Self-Fueling Permittee’s Aircraft at the Airport and (b) pay the appropriate fees due to the County at the Airport Manager’s Office. Records shall be made available for review by the County or its designated representative

**Fueling Operations** – Mogas Self-Fueling shall be conducted only in those areas designated by the County as identified in the Self-Fueling Agreement.

- Mogas Self-Fueling at any other location at the Airport is prohibited.
- Pouring or gravity transfer of Fuel and Fueling from containers having a capacity of more than 5 gallons is prohibited.
- Hand or power operated pumps shall be used when using drums or other metal containers.
- Hoses shall be approved for flammable liquids and shall be maintained in compliance with Legal Requirements.

**Limitations** – Self-Fueling Permittee shall not sell and/or dispense Mogas to Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Self-Fueling Permittee and identified to the County. Any such selling or dispensing shall be grounds for revocation of the Agreement by the County as well as the collection of all applicable fines or other charges.

- Revocation upon first violation will be for a period of one year.
- Revocation upon a second violation shall be permanent.



**APPENDIX A – PMCD GENERAL PROVISIONS**

***A-1. Purpose***

The PMCD General Provisions set forth in this section are common to all PMCDs and are incorporated into each PMCD by reference.

***A-2. PMCD Definitions***

The terms identified in Appendix B of these Rules and Regulations and identified by use of a capital letter, whenever used in the PMCDs, shall be construed as defined therein unless (from the context) a different meaning is intended or unless a different meaning is specifically defined. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

***A-3. Authority of Airport Sponsor and Governing Body***

The authority to implement, supplement, or adopt any policy, standards, rules, regulations, or directive, including the PMCDs, is delegated to the County by the State of California, through California Public Utilities Code (PUC) Section 21001 et seq., otherwise known as the State Aeronautics Act, and the California Code of Regulations (CCR), Title 21, Chapter 2., Airports and Heliports.

Except as expressly delegated to the Airport Manager, the authority to: (a) lease Airport land and/or Improvements, (b) allow the occupancy and/or development of Airport land or Improvements, (c) grant the right to engage in any activity at the Airport, and (d) implement, supplement, amend, modify, approve, or adopt any Agreement, policy, standard, rule, regulation, or directive, including the PMCDs, is expressly reserved to the County by and through the Board.

***A-4. Statement of Policy***

It is the desire of the County to: (a) plan, develop, operate, and manage the Airport in such a manner so as to ensure the Airport’s long-term financial health, (b) protect and promote the health, safety, security, and general welfare of the public, and (c) encourage the provision of the type, level, and quality of General Aviation products, services, and facilities desired by the public.

For situations not specifically addressed in the PMCDs, the County reserves the right to make such policies, standards, rules, regulations, and directives as may be appropriate given the situation and/or circumstances pertaining to the use of the Airport.

The Airport is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

***A-5. Non-Discrimination***

No person, in the use of the Airport’s land and Improvements, shall discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or disability in providing any products or services or in the use of any of the Airport’s land and Improvements provided for the public, or in any manner prohibited by applicable Legal Requirements.



**A-6. Airport Management**

The Airport Manager is responsible for the planning, development, operation, administration, management, maintenance, and security of the Airport and all County owned and operated land, Improvements, facilities, Vehicles, and equipment associated with the Airport. The Board has authorized the Airport Manager to: (a) interpret, administer, and enforce Agreements and the PMCDs, (b) allow, where and when appropriate, temporary, short-term occupancy or use of Airport land or Improvements, (c) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to the County, and (d) exercise other authority expressly delegated by the PMCDs or other County policies. All inquiries regarding the PMCDs and/or compliance therewith shall be directed to the Airport Manager.

**A-7. Effective Date**

The PMCDs shall be in effect and shall remain in effect from the date of adoption by the Board, unless repealed by the Board.

**A-8. Compliance with Legal Requirements and Agreements**

All entities leasing, occupying, and/or developing Airport land and/or Improvements and/or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements.

No Agreement, nor any payment or performance required there under, shall excuse any entity from compliance with the PMCDs. Compliance with the PMCDs shall not excuse any responsibility or obligation an entity may have to the County under any existing Agreement.

**A-9. Conflicting Legal Requirements and Agreements**

If any provision of the PMCDs is found to be in conflict with any other County policy, standard, rule, regulation, or directive; any provision of any applicable Legal Requirement; or any provision of an Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter standard shall prevail.

**A-10. Right to Self-Service**

An Aircraft Owner or the Aircraft Owner's employees may perform self-services (fueling, maintenance, or repair) on the Aircraft Owner's Aircraft utilizing the Aircraft Owner's Vehicles, equipment, and resources (Self-Service). An Aircraft Owner or the Aircraft Owner's employees are permitted to perform such self-services on the Aircraft Owner's Aircraft provided there is no attempt to perform such services for others for Compensation and further provided that such right is conditioned upon compliance with the PMCDs and all applicable Legal Requirements.

If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have the Aircraft Owner's Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to engage in such Commercial Activities at the Airport.

An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

Note: This Section does not apply to persons utilizing a Commercial self-serve fueling facility as provided in Section 6.2.



**A-11. Prohibited Activities**

The following activities are prohibited at the Airport:

- Through-the-Fence activities
- Co-op Fueling

**A-12. Fines or Penalties**

Entities shall have the responsibility to pay any fine or penalty levied against entity, the County, or the Board, individually or collectively, as a result of entity's failure to comply with any applicable Legal Requirement. If the fine or penalty is contested, entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

**A-13. Severability**

If any provision of the PMCDs shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the judgment shall not in any way affect the validity of any other provisions of the PMCDs.

**A-14. Subordination**

The PMCDs are subject and subordinate to the provisions of any agreement between the County and the State of California or the United States Government pertaining to the planning, development, operation, and management of the Airport.

The County recognizes the jurisdiction of the federal government, delegated to the FAA, concerning the (1) licensing and regulation of pilots, air carriers, and Aircraft, and (2) concerning the navigable airspace. The PMCDs are not intended to assert jurisdiction by the County over matters under the exclusive jurisdiction of the federal government, and the provisions of the PMCDs shall be interpreted consistent with this purpose.

**A-15. Notices, Requests for Approval, Applications, and Other Filings**

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the County and any notice or communication required or permitted to be given or filed with any existing or prospective Operator, Lessee, or Sublessee pursuant to the PMCDs shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed by dated and signed receipt). Such notice, request for approval, application, or other filing shall be deemed to have been given when delivered to the County or existing or prospective Operator, Lessee, or Sublessee at its principal place of business or such other address as may have been provided. Operator, Lessee, or Sublessee shall provide notice to the County of a change of address within fourteen calendar days.

**A-16. Amendments**

The PMCDs may be supplemented, amended, or modified from time to time and in such a manner and to such extent as deemed appropriate or necessary by the Board. The Board may also issue emergency policies, standards, rules, regulations, or directives from time to time.

**A-17. Variance or Exemption**

The Board may, but is not required to, approve variances or exemptions to the PMCDs when special conditions or unique circumstances exist. Requests for variance or exemption shall be submitted in writing to the Airport Manager and must state:

- the specific PMCD provision(s) for which the variance or exemption is being sought,



- describe the proposed variance or exemption,
- state the reason for the proposed variance or exemption;
- identify the anticipated impact on the Airport (and other entities including Operators, Lessees, Sublessees, users of the Airport, and the public); and
- identify the duration of the proposed variance or exemption.

Prior to the Board approving or denying a variance or exemption, the County shall conduct a review of all relevant information. Approval or denial by the Board of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions or circumstances at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.

- An approval by the Board of a variance or exemption shall not serve to amend, modify, or alter the PMCDs or any existing Agreement.
- Requests for variance or exemption can be denied in accordance with Appendix A-21 Possible Grounds for Rejecting Application.

**A-18. Enforcement**

The Airport Manager is empowered by the Board to require compliance with and enforce the PMCDs.

Representatives of the County, as designated by the Airport Manager, shall enforce these Rules and Regulations. Any person or entity who violates these Rules and Regulations may be cited, removed from the Airport, denied use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County.

**A-19. Disputes**

Any party aggrieved by a decision of airport management may appeal (in writing) such decision to the Airport Manager within 14 calendar days of the decision being issued. Any claim not timely submitted to the Airport Manager is waived. The party appealing the decision shall pay the County’s costs in hearing the appeal at those rates set forth in the Airport’s Fee Policy, including payment of any deposits required by that policy.

- The Airport Manager shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Airport Manager’s request or the claim is waived. Thereafter, the Airport Manager shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional information. In either case, the Airport Manager’s written determination shall be final and conclusive unless within 30 calendar days from the date of the Airport Manager’s written determination, the party requests, in writing, an appeal to the Public Works Director stating specifically all grounds of appeal.
- The Public Works Director shall respond to such written claim within 30 calendar days of the receipt of the claim by either (a) making a written determination with respect to the claim, or (b) making a written request for additional information. If requested, the party shall provide all requested additional information within 14 calendar days of the date of the Airport Manager’s request or the claim is waived. Thereafter, the Public Works Director shall make a written determination with respect to the claim within 30 calendar days after receipt of the additional



information. In either case, the Public Work Director’s written determination shall be final and conclusive unless within 10 working days from the date of the Public Work Director’s written determination, the party files a notice of appeal with the Clerk of the Board in accordance with the procedures set forth in Chapter 2.88 of the Napa County Code.

***A-20. Rights and Privileges Reserved***

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

In addition to the following rights and privileges, the County reserves the rights and privileges outlined under federal and/or state Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- Nothing contained within the PMCDs shall be construed to limit the use of any area of the Airport by the County (and its representatives, officers, officials, employees, agents, and volunteers) or to prevent any FAA, Department of Homeland Security, California Department of Transportation, Transportation Security Administration, Sheriff’s Department or Law Enforcement Officer, or Fire Department personnel from acting in official capacities.
- The County reserves the right for the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.
- The County reserves the right to designate specific Airport areas for activities in accordance with the currently approved ALP. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airport.
- It is the policy of the County that any occupancy, use, and/or development (construction or modification) of land and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in the PMCDs shall require or obligate the County to apply to the FAA for approval of ALP revisions on behalf of a current or prospective Operator, Lessee, Sublessee, or user of the Airport.
- The County reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The County will provide advance notice of the date and time to impacted parties that such development, improvements, and/or repairs will be made. The County shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
- The County (and its representatives, officers, officials, employees, agents, and volunteers) shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.
- During time of war or national emergency, the County shall have the right to enter into an agreement with the United States Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other land and Improvements of the Airport. If any such agreement is executed, any agreement, insofar as it is inconsistent with the agreement between the County and the United States Government, shall be suspended, without any liability on the part of the County.



- The County will not relinquish the right to take any action the County considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- The County will not waive any sovereign, governmental, or other immunity to which the County may be entitled, nor shall any provision of any Agreement be so construed.
- The County will not submit to the laws of any state other than those of the State of California.
- The County is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development or consummate any Agreement proposed by a current or prospective Operator, Lessee, or Sublessee. In addition, the County is under no obligation to: (a) pursue federal, state, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.
- The County reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the County including preserving the assets of the County and the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the County’s mission, vision, values, goals and objectives for the County and the Airport.

### ***A-21. Possible Grounds for Rejecting Application***

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

The County may reject any proposal, request for variances or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined in the sole discretion of the County).

- The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the County. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
- The County or the FAA has determined that the contemplated activity and/or Improvements would create a safety or security risk at the Airport or constitute a Hazard, obstruction, or danger to air navigation.
- The County would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the County is unwilling and/or unable to expend or supply.
- The financial plan associated with the proposed activities and/or Improvements is not realistic and attainable and/or will result in a financial operating loss or hardship for the entity.
- No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity at the time the proposal or application is submitted, nor is such availability contemplated within a reasonable period of time.
- The proposed activities and/or Improvements do not comply with the ALP currently in effect or anticipated to be in effect.
- The entity’s occupancy, use, or development of Airport land and/or Improvements could be detrimental to the public, result in congestion of Aircraft, and/or negatively impact the safety and/or efficiency of the Airport, Operators, Lessees, Sublessees, or users of the Airport.
- The entity intentionally or unintentionally misrepresented or failed to disclose material fact in a proposal, in an application, and/or in supporting documentation.



## APPENDIX A – PMCD GENERAL PROVISIONS

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- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has a record of violating the Legal Requirements of the County, any other airport sponsor, the State of California, the FAA, or any other Legal Requirement applicable to the Airport and/or the entity's proposed activity.
- The entity or any officer, director, agent, representative, shareholder, or key employee thereof has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- The entity does not exhibit adequate financial capability, capacity, or responsibility to undertake and sustain the proposed activity.
- The entity cannot obtain a bond or insurance in the type and amounts required by the County for the proposed activity.
- The entity seeks terms and conditions which are inconsistent with the PMCDs and/or any request for qualifications and/or proposals (or any other document) issued by the County.
- The entity's interests and/or the proposed activity or use is inconsistent with the mission, vision, values, goals, or objectives of the Airport; the best interest of the County; or any Airport Sponsor Assurances.
- The entity has been party to vexatious or frivolous litigation, including, without limitation, administrative litigation, against the County.



**APPENDIX B – DEFINITIONS AND ACRONYMS**

***B-1. Definitions***

Accident – A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or equipment by a person which results in personal injury or death or which results in Property damage.

Advisory Circular (AC) – A document published by the FAA providing guidance on aviation/airport issues/matters.

Aeronautical Activity (Activity) – Any (i) activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft; (ii) activity which contributes to, or is required for, the safety of such operations; or (iii) activity that has a direct relationship to the operation of Aircraft or the operation of the Airport.

Affiliate – Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. Control for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency – Any federal, state, or local governmental entity, unit, organization, or authority.

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between the County and entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Air Carrier – An entity engaged in the operation of an Aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, on a scheduled or non-scheduled basis, whose operation is either intrastate or interstate.

Air Operations Area (AOA) – A portion of an airport which includes Aircraft Movement Areas, Ramps, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (ATC) – A service operated by an appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

Aircraft – A device that is used or intended to be used for flight in the air.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Accident – An occurrence associated with the operation of an Aircraft that takes place between the time any person boards the Aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the Aircraft receives substantial damage (as described in 49 CFR 830).

Aircraft Design Group – A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

- Group I: Up to but not including 49 feet
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Incident – An occurrence other than an Aircraft Accident that affects or could affect the safety of operations (as described in 49 CFR 830).

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.



## APPENDIX B – DEFINITIONS AND ACRONYMS

**Aircraft Operator** – A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of an airport.

**Airframe and Powerplant Mechanic (A&P Mechanic)** – A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

**Airport** – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the ALP (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Napa County Airport (APC).

**Airport Improvement Programs** – An FAA program that provides grants to public agencies, and in some cases to private owners and entities, for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).

**Airport Layout Plan (ALP)** – The FAA and County approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and County depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

**Airport Manager** – The person (or designee), appointed by the County, responsible for the administration and day-to-day operation and management of the Airport; all County owned Property, Vehicles, equipment, material, and financial assets; and all employees assigned to the Airport.

**Airport Sponsor Assurances** – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

**Airside** – The Runways for landing and taking off of Aircraft, designated helipads, Taxiways and Taxilanes for ground movement of Aircraft; and Ramp for parking, loading, unloading, fueling, and servicing of Aircraft.

**Applicant** – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

**Appraiser** – A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

**Avgas (Aviation Gasoline)** – Fuel commonly utilized to power piston-engine Aircraft.

**Based Aircraft** – An Aircraft (1) owned and under the exclusive control of the Lessee of an existing Tiedown or Hangar Agreement with the County, or (2) located at the Airport for a majority of the year and thereby subject to and Current on payment of personal property taxes on the Aircraft's value in Napa County.

**Business Automobile Liability** – Insurance coverage pertaining to bodily injury and property damage for all licensed Vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired Vehicles.

**Capital Investment** – Any (a) County approved expenditure made by an Operator or Lessee to the Operator's or Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the County and/or (b) capital payment to the County for improvements to Airport Infrastructure.

**Certified Flight Instructor (CFI) Professional Liability** – Insurance coverage pertaining to bodily injury and property damage not only during dual flight instruction, but also after instruction has been given.

**Certificates of Insurance** – A certificate provided by and executed by an Operator's, Lessee's, or Sublessee's insurance company providing evidence of the insurance coverages and policy limits of the Operator, Lessee, or Sublessee.

**Co-Op Fueling** – The fueling of an Aircraft using any Vehicles, Equipment, personnel, or resources owned or employed by any person or entity other than the Aircraft Owner, except fueling performed by an approved FBO.



## APPENDIX B – DEFINITIONS AND ACRONYMS

Code of Federal Regulation (CFR) – The codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly, as may be amended from time to time.

Commercial – Any activity engaged in for or resulting in securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed Vehicles operated on the Movement Area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Compensation – Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

Condemnation – The taking of land and/or Improvements for any public or quasi-public use under any Legal Requirement or by the right of eminent domain.

Contiguous – Land and/or apron that shares an edge or boundary or is separated by no more than a Taxilane.

Cost Approach – One of the three approaches to value that considers the current cost of replacing the Improvements located on the Leased Premises, depreciation, and the market value of land.

Courtesy Vehicle – A Vehicle used to transport persons, baggage, goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no Compensation is paid).

Current – All rents, fees, and other charges required to be paid under any and all Agreements are paid in full.

Development Standards – The parameters governing the design, construction, and/or modification of Operator, Lessee, and Sublessee land and/or Improvements at the Airport, as may be amended from time to time.

Emergency Public Service – Services provided to the general public including law enforcement (police), fire, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle – Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle conveying an Airport official or an Airport employee in response to an emergency call.

Environmental Liability – Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Equipment – All 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 other right excluding or preventing another from enjoying or exercising a like power, privilege, or right.

Fiscal Year (or FY) – The accounting period of the County beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> established for accounting purposes.

Fixed Based Operator (FBO) – A Commercial Operator engaged in the sale of products and services and the renting or subleasing of facilities consistent with the County’s General Aviation Minimum Standards.

Flight Training – The training, other than ground training, received from an authorized instructor in an Aircraft.

Fuel – Any substance (solid, liquid, or gaseous) used to operate any engine or motor in Aircraft, Vehicles, or equipment.

Fuel Handling – The transporting, delivering, fueling, dispensing, or draining of Fuel or Fuel waste products.

General Aviation – All aviation with exception of Air Carriers and the military.



## APPENDIX B – DEFINITIONS AND ACRONYMS

General Aviation Leasing/Rents and Fees Policy – Primary Management and Compliance Document that sets forth the parameters for leasing Airport land and Improvements (for general aviation purposes) and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

General Aviation Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Good Standing – Full compliance with all applicable Legal Requirements and not in default of any Agreement with the County or the Board.

Hangar – Any fully or partially enclosed storage facility for an Aircraft.

Hangar Keeper’s Legal Liability – Insurance coverage pertaining to Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Hazard – Obstructions or hazards to safe use of the Airport or navigable airspace as defined by the FAA.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Immediate Family – An individual’s spouse, parents and grandparents, children and grandchildren, siblings, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, as well as adopted, half, and step family members.

Immediately – The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) on the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements – All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Infrastructure – Runways, Taxiways, Taxilanes, Ramps, nav aids, airport roadways, utilities, etc.

Jet Fuel – Fuel commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) Aircraft.

Landside – The portion of the Airport used for activities other than the movement of Aircraft, such as Vehicle access roads and parking.

Land Use Plan – A document approved by the FAA as part of the ALP used to guide land use surrounding the Airport.

Law Enforcement Officer – A public-sector employee or agent charged with upholding the peace who is empowered to effect an arrest with or without warrant and who is authorized to carry a firearm in the performance of that person's duties.

Lease/Sublease Execution Deposit – An account, held by the County, to cover all applicable County costs associated with negotiating and/or modifying new or existing Commercial and long-term Agreements (e.g., greater than one year).

Legal Requirements – All applicable federal, state, county, and local laws, codes, ordinances, policies, and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Lessee – An entity that has entered into an Agreement, including a lease or license, to occupy, use, and/or develop land and/or Improvements.

Light Aircraft – Aircraft having a maximum takeoff weight of 12,500 pounds or less.

Light Sport Aircraft – An Aircraft certificated by the FAA which is restricted by maximum takeoff weight, maximum operating airspeeds, maximum seating capacity, engine and related controls type (if powered), and type of landing gear.



## APPENDIX B – DEFINITIONS AND ACRONYMS

Limousine – A Vehicle, for hire, that is not configured with a taximeter. Transportation services using limousines are provided for unmetered predetermined rates.

Loitering – Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

Lost Property – Property that has been involuntarily or unintentionally dropped or left without an intent to abandon it.

Market Rent – The rent that land or Improvements would command in the open market as indicated by rents asked and paid for at comparable land or improvements as of the date of determination.

Master Plan – An assembly of documents and drawings (which have been approved by the FAA and adopted by the County) covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective. The ALP is part of the Master Plan.

Movement Area – The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft (exclusive of Aircraft parking, loading, unloading, fueling, and servicing areas) where Aircraft are moved with radio contact with ATC or other Aircraft. The Movement Area includes all areas under the direct and positive control of ATC. Specific approval for entry onto the movement area must be obtained from ATC.

Non-Commercial – Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Flying Club – An entity that is legally formed as a non-profit entity with the State of California that collectively owns and operates Aircraft and restricts membership from the general public.

Non-Movement Area – Those portions of the Airport where Aircraft taxi or are moved without radio contact with ATC or other Aircraft.

Notice To Airmen (NOTAM) – Guidelines regarding aeronautical operations issued by a representative of the FAA, the Airport Manager, ATC, or other authorized Agency.

Object Free Area (OFA) - An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of Aircraft operations by having the area free of object, except for objects that need to be located in the Object Free Area for air navigation or Aircraft ground maneuvering purposes.

Operator – An entity that has entered into an Agreement with the County that expressly authorizes that entity to engage in Commercial Aeronautical Activities at the Airport.

Owner – The registered legal Owner of an Aircraft according to FAA records or a Vehicle according to the applicable state Department of Motor Vehicle records.

Owner-Assisted Maintenance – A Non-Commercial Activity involving Aircraft Maintenance conducted by an Aircraft Owner within Aircraft Owner's Leased Premises to include the assistance, supervision, or instruction of an A&P Mechanic or an A&P Mechanic holding an inspection authorization (in compliance with 14 CFR Part 65.91).

Paved – Covered with asphalt or concrete that forms a firm level surface.

Permittee – An entity who has written permission from the County to conduct an Activity at the Airport according to the parameters established by an Agreement.

Piston Aircraft – An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, adopted by resolution of the County, as may be amended from time to time, including Rules and Regulations, General Aviation Leasing/Rents and Fees Policy, General Aviation Minimum Standards, and Development Standards.

Private Vehicle – Any Vehicle operated for transportation of persons or baggage for which no revenue is being derived either directly or indirectly.

Property – Any tangible or intangible possession that is owned by an entity or a person.



## APPENDIX B – DEFINITIONS AND ACRONYMS

**Public Area** – Those areas normally used by the general public. Such areas include restrooms and hallways in the terminal building, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas owned and/or leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public Areas do not include the AOA, Restricted Areas, and employee parking lots.

**Ramp** – Those Paved areas of the Airport within the AOA designated by the County for parking, loading, unloading, fueling, or servicing of Aircraft.

**Readily Available** – Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

**Refueling Vehicle** – Any Vehicle used for transporting, handling, or dispensing of Fuels and lubricants.

**Repair Station** – A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. Repair Stations are certificated under 14 CFR Part 145.

**Rent Study** – An approach used to derive an opinion of market rent for airport properties that are being used for general aviation purposes without conducting an appraisal.

**Restricted Area** – Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Legal Requirements) including, but not limited to the AOA, Runways, Taxiways, Taxilanes, and fire lanes, fuel farm, Airport maintenance facilities/shop, mechanical rooms, electrical vaults, computer server room, fire breaks, and any other areas marked/posted as restricted with signage or placards.

**Rules and Regulations** – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

**Runup** – Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

**Runway** – An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

**Safety Management System (SMS)** – The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies, and procedures (FAA Order VS 8000.367A).

**Security Plan** – A document developed by Operators to ensure the safety and security of people and property at the Airport.

**Self-Fueling** – The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner's employee(s) using the Aircraft Owner's Vehicles, Equipment, and resources.

**Self-Service** – The servicing of an Aircraft (i.e., maintaining, repairing, fueling, etc.) by the Aircraft Owner or the Aircraft Owner's employees using the Aircraft Owner's Vehicles, Equipment, and resources.

**Special Event** – Any event at the Airport whereby individuals have unescorted access to the AOA or any event that may or will require: the assistance of County staff (outside the realm of typical duties); the closure of any portion of any roadway, walkway, Vehicle parking area, Ramp, Taxilane, Taxiway, or Runway; and/or the issuance of an airspace waiver or NOTAM.

**Specialized Aviation Service Operator (SASO)** – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

**Spill Prevention, Control, and Countermeasures Plan (SPCC Plan)** – A contingency plan defined by the Environmental Protection Agency that covers procedures for spill prevention, control, and countermeasures, points of contact, the chain of command, and individual responsibilities.

**Storm Water Pollution Prevention Plan (SWPPP)** – A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

**Student and Renter Liability** – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.



## APPENDIX B – DEFINITIONS AND ACRONYMS

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator’s or Lessee’s Leased Premises and for which, the County has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee who is authorized (by the County).

Taxilane – The portion of the Ramp used for access between Taxiways and Ramps. Taxilanes are always outside the Movement Area and differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

Taxiway – A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway). ATC must have a clear line of sight to all Taxiway centerlines. Additionally, a Taxiway is further differentiated from a Taxilane by the required Object Free Area requirements stipulated by the FAA.

Through-the-Fence – When an airport sponsor grants an entity ground access by an Aircraft across the Airport’s property boundary to the Airport’s airside infrastructure (commonly through-the-fence) and permission to engage in associated activities from property adjacent to the Airport.

Tiedown – An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related equipment are located.

Transient Aircraft – Any Aircraft utilizing the Airport for occasional or temporary purposes which is not stationed at the Airport.

Turbojet Aircraft (or Turbofan Aircraft) – An Aircraft utilizing one or more gas-turbine engines that develops thrust from the exhaust of gases.

Turboprop Aircraft (or Turboshaft Aircraft) – An Aircraft utilizing a gas-turbine engine to drive a set of reduction gears, which, in turn, drives a propeller or rotor blades for propulsion.

Ultralight Vehicle – Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Vehicle – Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator – Any person who is in actual physical control of a Vehicle.

Weapons – Firearms, explosives, tear gas, mace, pepper spray, or other similar devices, materials, or substances.



**B-2. Acronyms**

A&P Mechanic	Airframe and Powerplant Mechanic
AC	Advisory Circular
ALP	Airport Layout Plan
AOA	Air Operations Area
APU	Auxiliary Power Unit
ATC	Air Traffic Control
CFR	Code of Federal Regulations
DOT	Department of Transportation
EPCRA	Emergency Planning and Community Right-to-Know Act
FM	Factory Mutual
FY	Fiscal Year
FBO	Fixed Base Operator
ME	Multi-Engine Aircraft
NFPA	National Fire Protection Association
NPIAS	National Plan of Integrated Airport Systems
NOTAM	Notice To Airmen
SASO	Specialized Aviation Service Operator
SE	Single-Engine Aircraft
SMS	Safety Management System
SPCC Plan	Spill Prevention, Control, and Countermeasures Plan
SWMP	Storm Water Management Plan
SWPPP	Storm Water Pollution Prevention Plan
UL	Underwriters Laboratories