

1 St. Mary's County Airport
2 Rules
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5 ***THE FORMAT HAS BEEN MODIFIED FROM IT'S ORIGINAL VERSION***
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7 **Established by the**
8 **St. Mary's County Airport Commission**
9 **and**
10 **Board of County Commissioners**
11 **for St. Mary's County, Maryland**
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17 **Adopted by the St. Mary's County Airport Commission: August 9, 1994**
18 **Approved by Board of County Commissioners: August 16, 1994**
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1 **SECTION 1. GENERAL PROVISIONS**

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3 A. PURPOSE

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5 The rules and regulations contained in this document (the Rules) are intended to provide for the
6 management, governing and effective use of the St. Mary's County Airport, and to do so in such manner as to
7 better maintain order and protect the safety of the public and tenants of the Airport. The Rules are intended to
8 be reasonable, non-arbitrary and non-discriminatory. They shall be abided by and observed.
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10 B. DEFINITIONS

- 11
12 1. Aeronautical Activity means any activity commonly conducted at airports which involves,
13 makes possible, or is required for the operation of aircraft, or which contributes to or is
14 required for the safety of such operations. These activities include, but are not limited to, air
15 taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography,
16 crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra-light
17 operations, aircraft sales and services, sale of aviation petroleum products, repair and
18 maintenance of aircraft, or sale of aircraft parts and aircraft storage.
- 19 2. Aeronautical Service means any service which involves, makes possible, or is required for
20 the operation of aircraft, or which contributes to or is required for the safety of aircraft
21 operations commonly conducted on the Airport by a person who has a lease or permit from
22 the County to provide such service.
- 23 3. Aircraft, or aircraft, means a device which is used or intended to be used for flight in air.
24 Examples of aircraft include, but are not limited to, airplane, sailplane, glider, rotorcraft
25 (helicopter, gyrocopter, or auto gyro), balloon and blimp.
- 26 4. Airport means the St. Mary's County Airport and all of the area, buildings, facilities and
27 improvements within the boundaries of said Airport as it presently exists or as it may exist
28 when it is hereafter modified.
- 29 5. AGL means altitude expressed in feet measured above ground level.
- 30 6. Airport Commission means the St. Mary's County Airport Commission created by the County.
- 31 7. AIM means the Airmen's Information Manual published by the FAA containing basic flight
32 information and air traffic control procedures designed primarily for use as a pilot's
33 instructional manual in the National Airspace System of the United States.
- 34 8. ALP means the Airport Layout Plan for the St. Mary's County Airport that is current at the
35 time and approved by the FAA, as the same may be revised from time to time.
- 36 9. Airport Operations Area, or AOA, means the area of the Airport used or intended to be used
37 for landing and takeoff, or the surface maneuvering of aircraft, including the associated
38 hangars and navigation and communication facilities.
- 39 10. Airport Manager means the Airport Commission or any other person designated by the
40 Airport Commission and approved by the County.
- 41 11. Automated Surface Observing System, or ASOS, means the primary surface weather
42 observing system of the United States.
- 43 12. Automated Weather Observing System, or AWOS, means a system to automatically observe
44 and report on the certain meteorological conditions where the system is installed.
- 45 13. County means the Board of County Commissioners for St. Mary's County, Maryland.
- 46 14. Designated Parachute Drop Zone, or DZ, means the interim use parachute drop zone located
47 in the southwest quadrant of the Airport, as shown on the Airport Layout Plan dated
48 September 27, 1988, and approved by the FAA on March 11, 1993. The current Designated
49 Parachute Drop Zone is shown on "Exhibit E" to these Rules.
- 50 15. Drop Zone Manager means the person who is required to be stationed in the DZ during all
51 parachute jumping operations by the FBOs, or individual jumpers.
- 52 16. FAA means the Federal Aviation Administration and its successors.
- 53 17. FAR means the Federal Aviation Regulations as published and amended from time to time.
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B. DEFINITIONS (Cont'd.)

- 18. Fixed Based Operator, or FBO, means any person authorized by the County to offer aeronautical services to the public at the Airport as a tenant or sub-tenant.
- 19. FBO Lease means any lease agreement between the County and a Person leasing property at the Airport; or a sub-lease agreement approved by the County between any tenant at the Airport and a Person sub-leasing property at the Airport; in either case, for the purpose of providing Aeronautical Services at the Airport.
- 20. FSDO means FAA Flight Standards District Office.
- 21. IFR means Instrument Flight Rules which govern the procedures for conducting instrument flight.
- 22. IMC means Instrument Meteorological Conditions expressed in terms of visibility distance from clouds and ceiling less than the minima specified for visual meteorological conditions.
- 23. Landside means all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport.
- 24. Maryland Code means the Annotated Code of Maryland and any related regulations, as amended from time to time.
- 25. Maryland Rules mean the Maryland Rules of the Annotated Code of Maryland, as amended from time to time.
- 26. Minimum Standards means the standards, which are established by the County, as amended from time to time, as the minimum requirements to be met by a tenant, sub-tenant, or proposed tenant as a condition for the right to provide aeronautical services to the public at the Airport.
- 27. MSL means altitude expressed in feet measured from Mean Sea Level.
- 28. NFPA means National Fire Protection Association.
- 29. NOTAM means a "Notice to Airmen" published by the FAA. (A method of notifying the flying public of conditions at the Airport that may affect flight.)
- 30. NTSB means the National Transportation Safety Board and its successors.
- 31. Permit means a permit issued pursuant to Section I.F. of these Rules.
- 32. Permit Holder means a person to whom a permit has been issued pursuant to these Rules.
- 33. Person means an individual, firm, partnership, corporation, company, association, or other entity.
- 34. Skydiver means a person who descends to the surface from an aircraft in flight when such person intends to use, or uses, a parachute during all or part of the descent.
- 35. Skydiving means any activity which furthers, assists, engages in, promotes, or relates to parachute jumps ("parachute jumper" as defined by FAR 105.1(b)), including, but not limited to, training, maintenance, sales and airlift activities.
- 36. Special Event, or special event, means an Aeronautical Activity, which will not comply with these Rules; or which although it may comply with these Rules, will require an accommodation by other users of the Airport. Special events include, but are not limited to, fly-ins, skydiving exhibitions, balloon operations, or similar events or activities.
- 37. Transient means any person participating in an Aeronautical Activity at the Airport from or on an aircraft not based at the Airport.
- 38. Unicom means a non-governmental communication facility, which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.
- 39. VMC means Visual Meteorological Conditions expressed in terms of visibility, distance from cloud, and ceiling equal to or better than specified minima.
- 40. VFR means Visual Flight Rules which govern the procedures for conducting flight under visual conditions as described in FAR Part 91.
- 41. WADO means the FAA Washington Airports District Office.
- 42. Waiver Agreement means the agreement for the benefit of the County and the Airport Commission described in Section I.G. of these Rules entered into by any person participating in an Aeronautical Activity at the Airport.

C. RULES OF CONSTRUCTION

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of the Rules.

1. Words importing the singular number include the plural number, and words importing the plural number include the singular number.
2. Words of the masculine gender include the correlative words of the feminine and neuter genders.
3. The word "shall" is always mandatory and not directory.
4. References to activities at the Airport include activities which are related to the Airport regardless of whether they occur on the ground or in the air, or involve only a take-off from or a landing at the Airport.
5. References to Persons participating in Aeronautical Activities at the Airport do not include:
 - a. Passengers in any aircraft or visitors to the Airport, in either case, who are not otherwise participating in an Aeronautical Activity, or
 - b. Transients.
6. References to Persons providing Aeronautical Services at the Airport include any Person who provides Aeronautical Services to any Person at the Airport, including (without limitations) Transients.

D. AIRPORT OPERATION

The Airport will be open to all aircraft 24 hours a day, every day of the year, provided that the Airport may be closed when the County, FAA/MAA, or Airport Manager determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no longer exists. The Airport runway shall be closed to all student pilots when the surface winds create a direct crosswind component of 15 nautical miles per hour, or 30 nautical miles per hour total wind velocity. Meteorological conditions at the Airport shall be determined by those measurements taken by the AWOS currently installed at the Airport; and in the event of non-operational AWOS, the anemometer used by the FBO responsible for maintaining the UNICOM. FBOs are not required to be open at all times that the Airport is open.

E. AIRPORT MANAGER

The Airport Commission shall act as the Airport Manager, but may designate or employ a Person to manage daily Airport operations. The Airport Manager is responsible for the overall management and operation of the Airport. The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard both County property and the public at the Airport, and to oversee all Airport operations for compliance with these Rules. The Airport Manager will use reasonable efforts to coordinate tenant activities to avoid conflict and is authorized to approve or withhold approval for all Special Events.

F. PERMITS

1. No Person may provide an Aeronautical Service at the Airport unless:
 - a. The Person has an FBO Lease with the Airport Commission relating to the Aeronautical Activity; or
 - b. A Permit has been issued to the Person by the Airport Commission authorizing the Person to provide the Aeronautical Service at the Airport. The requirements of this section do not apply to any FAA designated examiner.
2. Skydivers who are not using an FBO on the Airport, and who are requesting approval in accordance with FAR Part 105.17 to use the Designated Parachute Drop, shall obtain a Permit.
3. The Minimum Standards, together with the application and leasing requirements of the Airport Commission, apply to any FBO Lease.

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F. PERMITS (Cont'd.)

4. Permits shall be issued by the Airport Commission to any Person who satisfies the conditions for the Aeronautical Activities listed below:

a. Any person providing flight instruction under FAR Part 61 as a part-time business, and having no more than three (3) students at any one time, shall provide the Airport Commission with the following to its satisfaction as a condition to the issuance of a Permit:

- (1) Proof of proper and current instructor's license approved by the FAA with appropriate ratings to cover the types of instruction being offered and current medical certificate.
- (2) Proof of St. Mary's County Business License, if applicable.
- (3) Proof of aircraft bodily injury and property damage liability insurance in the amount of \$1,000,000, limited to \$100,000 each passenger, naming the County and the Airport Commission as additional insureds and with no deductible amount. Coverage shall apply to bodily injury or death, passenger injuries, including mental anguish and property damage.
- (4) Current list of names and addresses of the students receiving flight instruction.
- (5) An executed Waiver Agreement.

b. Any Person providing aircraft repair and/or inspection services, other than owner-preventive maintenance as defined in FAR Part 43, shall provide the Airport Commission with the aircraft registration number and the following to its satisfaction as a condition to the issuance of a Permit:

- (1) Proof of proper and current licenses approved by the FAA with appropriate ratings to cover the types of repairs or inspection work being offered.
- (2) Proof of St. Mary's County Business License, if applicable.
- (3) Proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences, which take place during the policy period. The general liability form shall provide limits of at least the following with no deductible:

\$1,000,000 each occurrence for bodily injury & property damage
\$1,000,000 each incident for personal and advertising injury
\$1,000,000 product-completed operation aggregate
\$1,000,000 general aggregate

The County and the Airport Commission are to be included as additional insureds.

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules.

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

- (4) An executed Waiver Agreement.

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F. PERMITS (Cont'd.)

c. Any Person based outside of the boundaries of the Airport and providing warranty service to a customer whose Aircraft is located on the Airport shall provide the Airport Commission with the following to its satisfaction as a condition to the issuance of a Permit.

- (1) Proof of proper and current licenses approved by the FAA with appropriate ratings to cover the types of repairs or inspection work being offered.
- (2) Proof of St. Mary's County business license, if applicable.
- (3) Proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period. The general liability form shall provide limits of at least the following with no deductible;

\$1,000,000 each occurrence for bodily injury & property damage
\$1,000,000 each incident for personal and advertising injury
\$1,000,000 product-completed operation aggregate
\$1,000,000 general aggregate

The County and the Airport Commission are to be included as additional insureds.

The contractual liability coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules.

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

- (5) An executed Waiver Agreement.

d. Skydivers who are not using an FBO on the Airport and who are requesting approval to use the Designated Parachute Drop Zone in accordance with FAR Part 105.17 shall provide the Airport Commission with the following to its satisfaction as a condition to the issuance of a Permit:

- (1) Proof proper and current United States Parachute Association ratings, or licenses or equivalent, to perform the activity being requested.
- (2) The registration number of the Aircraft, which will be used in the jumping activity and the name and address of the pilot of the Aircraft.
- (3) The name and address of the Person who will be the Drop Zone Manager during the jumping activity.
- (4) Proof of \$50,000 public liability insurance coverage with no deductible.
- (5) An Executed Waiver Agreement.

5. Each Permit shall be issued for designated times and dates, or a period not to exceed six (6) months, based on the contemplated activity, impact on the safety of Airport operations, past experience with the requester, current circumstances, and the civil aviation needs of the public.

6. The Airport Commission may, following a public hearing, by resolution of the Airport Commission from time to time, establish and revise fees for issuance of Permits.

1 G. WAIVERS AND INDEMNIFICATION

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- 3 1. Each Person participating in an Aeronautical Activity at the Airport shall execute a Waiver
- 4 Agreement prior to participating in the Aeronautical Activity. A new Waiver Agreement shall
- 5 be executed every 12 months.
- 6 2. The Waiver Agreement shall be in a form approved by the County and the Airport
- 7 Commission and shall contain provisions to the effect that the participant in the
- 8 Aeronautical Activity:
- 9 a. Waives and releases the County, the Airport Commission and each of their
- 10 officers, representatives, agents, employees, successors or assigns from any
- 11 and all claims and liabilities which the person may have or allege to have relating to
- 12 the participation of the Person in the Aeronautical Activity whether due to negligence
- 13 or any other fault of the County, the Airport Commission, or any of their officers,
- 14 officials, representatives, agents, employees, successors or assigns, and
- 15 b. Indemnifies and holds harmless the County, the Airport Commission and each of
- 16 their officers, officials, representatives, agents, employees, successors or assigns
- 17 from all liabilities (including, without limitation, legal fees), arising out of any aspect
- 18 of the participation of the Person in the Aeronautical Activity.
- 19 3. Each Person participating in an Aeronautical Activity at the Airport under the supervision of,
- 20 or pursuant to arrangements with, an FBO shall provide the FBO with the executed Waiver
- 21 Agreement prior to participating in the Aeronautical Activity. Each FBO shall obtain an
- 22 executed Waiver Agreement from each Person participating in an Aeronautical Activity at
- 23 the Airport under the supervision of, or pursuant to arrangements with, the FBO. Each FBO
- 24 shall provide the executed Waiver Agreement to the Airport Manager prior to the
- 25 participation in an Aeronautical Activity of the Person executing the Waiver Agreement. In
- 26 the event the Airport Manager is not available at the Airport, the FBO shall place the
- 27 executed Waiver Agreement in a designated receptacle located at the main hangar prior to
- 28 the participation in the Aeronautical Activity.

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30 H. INSURANCE

- 31
- 32 1. Each FBO and each Permit Holder shall maintain the types and amounts of insurance
- 33 described in this Section I.H. ("Required Insurance") and Section I.F.
- 34 2. The FBO or Permit Holder shall use only responsible insurance companies of recognized
- 35 standing, which are authorized to do business within the State of Maryland. The insurance
- 36 companies shall have a Best's Rating of at least "B+" and a financial size of "Class VII", or
- 37 better, in the latest edition of Best's Insurance Reports.
- 38 3. Each FBO and Permit Holder shall at the request of the Airport Manager deliver to the
- 39 Airport Manager copies of all certificates of insurance for Required Insurance, any policy
- 40 amendments and policy renewals, and any additional information related to Required
- 41 Insurance. Each policy shall require the insurer to provide the Airport Commission and the
- 42 County 45 days prior written notice of termination or cancellation.
- 43 4. Each FBO and Permit Holder shall submit to the appropriate insurer timely notices and
- 44 claims of all losses insured under any Required Insurance policy, pursue such claims
- 45 diligently, and comply with all terms and conditions of Required Insurance policies. Each
- 46 FBO and Permit Holder shall promptly give the Airport Manager copies of all notices and
- 47 claims of loss and any documentation or correspondence related to such losses. Each
- 48 FBO and Permit Holder shall make all policies for Required Insurance, policy amendments
- 49 and other related insurance documents available for inspection and photo copying by the
- 50 Airport Manager, or the County on reasonable notice.
- 51 5. Any Skydiver using an FBO on the Airport shall maintain at least \$50,000 Public Liability
- 52 Insurance coverage. Each FBO providing parachute jumping services to the public will
- 53 assure that each Skydiver has in effect at the time of any jump \$50,000 of Public Liability
- 54 Insurance and, when requested, provide proof of such insurance to the Airport Commission
- 55 to its satisfaction.
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H. INSURANCE (Cont'd.)

6. Each FBO shall maintain the following insurance policies as Required Insurance under these Rules:

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

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

- \$1,000,000 each occurrence for bodily injury & property damage
- \$1,000,000 each incident for personal and advertising injury
- \$1,000,000 product-completed operation aggregate
- \$1,000,000 general aggregate

The County and the Airport Commission are to be included as additional insureds.

The contractual liability insurance coverage shall include protection for the Permit Holder from claims arising out of the liability assumed under the indemnification provision of these Rules.

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

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

e. Hangar-keepers Liability Insurance. Hangar-keeper's legal liability coverage shall include protection for those lessees operating a hangar storage or aircraft maintenance/repair service to a limit of at least \$1,000,000 each occurrence.

The County and the Airport Commission are to be included as additional insureds.

The contractual liability coverage shall include protection for the FBO from claims arising out of the liability assumed under the indemnification provisions of these Rules.

7. Any Person providing an Aeronautical Service to the public at the Airport under the supervision, or pursuant to an arrangement with an FBO, shall not be required to obtain insurance described above, provided that the insurance policy or policies of the FBO provide insurance coverage for the Person to the same extent and in same amount as the applicable insurance policy described above for the Permit Holder.

8. Insurance for aircraft registered in Maryland shall be in accordance with Section 5-1002 of the Transportation Article of the Annotated Code of Maryland and the minimum coverage shall be as follows:

- a. \$50,000 bodily injury per individual;
- b. \$100,000 bodily injury per accident; and
- c. \$50,000 property damage protection.

1 I. AGE LIMIT

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3 Each Person under the age of eighteen (18) shall not participate in any Aeronautical Activity at the
4 Airport without obtaining and providing to the Airport Commission, prior to participation in the Aeronautical
5 Activity, the written consent of the parent or legal guardian of the Person. Such written consent shall be in a
6 form approved by the Airport Commission and include a Waiver Agreement signed by the Person
7 participating in the Aeronautical Activity and the parent or legal guardian.
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9 J. REPORTING REQUIREMENTS

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11 1. In order to promote and maintain safety at the Airport, any pilot, Skydiver, Drop Zone
12 Manager, or FBO is encouraged to promptly report to the Airport Manager any bodily injury
13 requiring medical attention or any damage to property at the Airport, or any other accident,
14 incident, occurrence, or unsafe practice relating to any aircraft which any of them owns,
15 leases, or flies, or any Aeronautical Activity in which any of them is involved. A report is
16 attached as "Exhibit F". If the accident or incident is required to be reported under NTSB,
17 Part 830, a copy of that information is to be submitted to the Airport Commission in lieu of
18 the form in "Exhibit F".
- 19 2. The following are examples of accidents, incidents, unsafe practices, or occurrences that
20 shall be reported promptly to the Airport Manager.
- 21 a. Aircraft Operations:
- 22 (1) Aircraft landing off the runway without prior permission of the Airport
23 Manager.
- 24 (2) Aircraft breaking runway or taxiway lights.
- 25 b. Skydiving Operations:
- 26 (1) Skydiver crossing the runway at less than 500 feet AGL.
- 27 (2) Skydiver impacting a structure and causing damage.
- 28 (3) Skydiver not landing in the Designated Parachute Drop Zone.
- 29 3. The report shall include the following information:
- 30 a. Location, date, and time of incident, and the identity of each Person and Aircraft
31 involved.
- 32 b. Nature of any injuries suffered by any Person as a result of the incident, and the
33 name and address of any Person injured.
- 34 c. Nature and extent of any property damage occurring as a result of the incident, and
35 the name and address of the owner of the damaged property.
- 36 d. A narrative explaining why the incident occurred.
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38 K. GROUND VEHICULAR TRAFFIC AND PARKING

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40 1. Traffic laws of the State of Maryland shall apply to the streets, roads, and designated
41 vehicular parking areas at the Airport, unless otherwise provided. Only authorized fire-
42 fighting equipment, ambulance and emergency vehicles may drive on other than established
43 streets, roads and designated parking areas on the Airport, unless special permission has
44 been granted by the Airport Manager. Private vehicles shall not be left unattended on the
45 AOA, or on the grass adjacent to this area. Designated parking areas are on the paved or
46 graveled lots adjacent to each hangar.
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- 48 2. Individual aircraft owners and pilots owning or renting spaces at the Airport may drive to their
49 aircraft as approved and directed by the FBOs, and may park private vehicles at their own
50 risk on their rented spaces while the aircraft is not at the space. To obtain approval from the
51 FBO to operate a private vehicle on the AOA, the owner shall show that he has in force
52 automobile liability insurance in the minimum amount required by the State of Maryland and
53 signs a waiver agreement.
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1 L. PEDESTRIAN, PASSENGERS AND SIGHTSEERS

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3 All pedestrians, air carrier passengers, and sightseers at the Airport shall remain behind the fence
4 off the AOA, or in designated areas; and shall be escorted onto the AOA by the Airport Manager or FBO
5 personnel. FBOs are responsible for safety enforcement on their demised areas.
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7 M. CAMPING ON AIRPORT PROHIBITED

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9 The use of tents, campers, recreational vehicles, travel trailers, or any type of motor vehicle for
10 overnight accommodations, or as a temporary dwelling on the Airport including roadways, road shoulders or
11 parking lots at the Airport, is prohibited except for Special Events with written approval of the Airport
12 Manager.
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14 N. ADVERTISING SIGNS

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16 No signs or other advertising, other than existing on June 1, 1994, shall be placed or constructed
17 upon the Airport, Airport entrance roads, or on any building or structure or improvement thereon without the
18 prior written approval from the Airport Manager. All signs or advertising media shall be kept in good repair
19 and neat appearance.
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21 O. AIRCRAFT OWNER

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23 Nothing contained herein shall prevent any Person operating aircraft on the Airport from performing
24 any services on its own aircraft with its own employees, (including, but not limited to maintenance, repair and
25 fueling), which it may wish to perform subject to these Rules. For the purpose of these Rules, an employee
26 is an individual on the normal payroll of the employer (aircraft owner) hired to perform a specific function for
27 that employer. Any aircraft owner utilizing an employee to perform aircraft maintenance shall, at the request
28 of the Airport Commission, provide the Airport Commission evidence of employment in a form acceptable to
29 the Airport Commission.
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31 P. SPECIAL EVENTS

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33 Any Person wishing to sponsor a Special Event shall obtain the prior written approval of the Airport
34 Manager. The Airport Manager shall require such safeguards as it deems necessary to protect the Airport,
35 the County, aircraft using the Airport, and the general public. These requirements may include, but are not
36 limited to, bonds, insurance policies, additional security personnel, facilities and a waiver/authorization to the
37 FARs issued by the FAA. The County is prohibited by the FAA from closing the Airport for any activity which
38 is not an Aeronautical Activity. The Airport Commission may by resolution establish and charge reasonable
39 fees for Special Events.
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41 **SECTION II. AIRCRAFT OPERATION**

42
43 A. RESPONSIBILITY

- 44
45 1. Operation of all aircraft at the Airport shall be done in a safe and responsible manner and in
46 compliance with these Rules, the applicable portions of the Maryland Code, the FARs, FAA
47 Advisory Circulars and the requirements of other appropriate governmental agencies (one
48 copy of each applicable document will be maintained in the pilot briefing rooms of each
49 FBO). Each Person operating an aircraft is responsible for the safety of its operation and for
50 the safety of others exposed to such operation.
51 2. Aircraft shall be registered and insured in accordance with Section 5-1002 of the
52 Transportation Article of the Maryland Code. A current certificate of insurance shall be
53 maintained on file by the FBO for each resident aircraft prior to engine start for purposes of
54 flight. All aircraft that remain in an un-flyable condition (out of annual) must carry coverage
55 known as "Ground, not in Motion" insurance in an amount of not less that \$50,000. The
56 aircraft owner's certificate of insurance shall be made available to the Airport Manager upon
57 request.
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1 B. COMMUNICATIONS
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3 The Airport is served by a Unicom radio which is manned by an FBO. All pilots of aircraft having
4 radio equipment permitting two-way communications should contact the Airport Unicom to obtain Airport
5 advisory information and announce their intentions when within ten (10) miles of the Airport. The pilots are
6 also encouraged to maintain a listening watch on the Unicom frequency 123.0 at the Airport when operating
7 within a 10-mile radius of the Airport. All departing Aircraft shall announce on the Unicom their intentions
8 and runway to be used for departure.
9

10 C. UNSAFE AIRPORT CONDITIONS
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12 In the event the Airport Manager determines that conditions at the Airport are unsafe for landings or
13 takeoffs, a NOTAM shall be initiated to close the Airport, or any portion thereof, for a reasonable period of
14 time or until those unsafe conditions can be corrected or no longer exist.
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16 D. REMOVAL OF DAMAGED AIRCRAFT
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18 In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own
19 power, the pilot shall immediately notify the Airport Manager, the aircraft owner and the FBO. Subject to
20 governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged
21 aircraft, or the owner's agent or legal representative, shall as soon as reasonably possible, obtain the
22 necessary permission for removal of said aircraft from all landing areas, taxiways, ramps, tie-down areas and
23 all other traffic areas; and park or store said aircraft in an area designated by the Airport Manager. If the
24 owner of the aircraft fails for any reason to remove the wrecked or damaged aircraft from the AOA or Airport
25 as requested by the Airport Manager, the FBO may cause the removal and storage or disposal of the
26 wrecked or damaged aircraft at the sole expense of the aircraft owner.
27

28 E. AIRCRAFT PARKING
29

30 No Person shall park, store, tie-down or leave any aircraft on any area of the Airport other than that
31 which is prescribed by an FBO or the Airport Manager and is not prohibited by these Rules.
32

- 33 1. Aircraft pilots, owners, or agents shall properly secure their aircraft while parked or stored.
34 Aircraft pilots, owners, or agents are solely responsible for parking and tying down their
35 aircraft, including any special security measures required by weather conditions, or other
36 conditions at the Airport. Aircraft pilots, owners or agents shall also be responsible for
37 securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the
38 Airport in the event of wind or other severe weather. Owners, pilots, or agents of all aircraft
39 shall be held solely responsible for any damage or loss resulting from the failure of such
40 owner, pilot or agents of such aircraft to comply with these Rules.
- 41 2. Each tie-down space being rented on a monthly basis shall be assigned to a specific aircraft.
42 Tie-down spaces shall be designated and assigned by an Airport FBO. A person shall not
43 knowingly take or use any aircraft tie-down facility when such facilities are already in actual
44 use by, or rented to, another person. Tie-down space renters shall not sub-lease their
45 space.
- 46 3. All repairs to aircraft or engines other than those specified in FAR 43, Preventive
47 Maintenance, paragraph A43.c, made by the aircraft owners or FBOs shall be made in the
48 spaces or areas designated for such purpose by the Airport Commission, and shall not be
49 made on any part of the landing area, taxiways, ramps or fueling or service areas.
50 Reservations for the maintenance spaces can be made with the Airport Manager or the
51 FBO. See "Exhibit A" for designated space locations.
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F. SKYDIVING

1. No Skydiver shall land on the Airport except within the boundaries of the Designated Parachute Drop Zone unless an unsafe or emergency condition exists, shall report in compliance with Section I.J.1., and shall specifically describe the emergency or unsafe condition in Section 9 of the report forming Exhibit F. Based upon such report and all other information known and available to the enforcement officer, the enforcement officer shall determine whether an unsafe or emergency condition existed. If the enforcement officer determines that an unsafe or emergency circumstance did not exist, the enforcement officer shall issue a citation.
2. The Designated Parachute Drop Zone may be used from one-half hour after sunrise to one-half hour before sunset local time, and at such other times as are approved in writing by the Airport Manager. The Designated Parachute Drop Zone shall be closed at all other times and at the following times:
 - a. During any period beginning fifteen (15) minutes before and ending fifteen (15) minutes after any scheduled air carrier or scheduled commuter takeoff or landing at the Airport.
 - b. During any period that State helicopters are on emergency operations at the Airport.
 - c. For students, during any period that there are winds exceeding twenty (20) nautical miles per hour.
 - d. For Students, during any period that there is wind gusts exceeding twenty-five (25) nautical miles per hour.
3. The pilot of any aircraft used for Skydiving shall determine that none of the conditions described in paragraph 2 above exist prior to permitting any Skydiver to jump from his Aircraft.
4. The Drop Zone Manager is responsible for the safety and operation of the DZ during all parachute jumping operations, and:
 - a. Shall have USPA Class B license, or equivalent, experience and knowledge in parachute operations.
 - b. Shall be responsible for determining who should be in the DZ and shall assign a staff member to exercise control of the non-jumping individuals in the DZ.
 - c. Shall have a radio capable of transmitting on UNICOM and shall maintain such radio contact with the aircraft dropping the Skydivers and aircraft in the vicinity of the airport traffic pattern as is necessary to protect the safety of Airport operations.
5. The pilot of any aircraft used in conducting a Skydiving operation over or onto the Airport, and/or the Drop Zone Manager shall issue the following advisories to all aircraft in the vicinity of the Airport on UNICOM frequency 123.0.
 - a. Five (5) minutes prior to any Skydiver's jumping from the Aircraft, broadcast a general advisory that a Skydiving operation is scheduled to occur in five (5) minutes.
 - b. One (1) minute prior to any Skydiver's jumping from the Aircraft, broadcast a general advisory that a Skydiving operation is scheduled to occur in one (1) minute.
 - c. Immediately after any Skydiver's jumping from the Aircraft, broadcast a general advisory that a Skydiving operation is occurring over and onto the Airport DZ.
 - d. In coordination with the Drop Zone Manager, immediately after all Skydivers who jumped from the Aircraft have landed, broadcast a general advisory that all Skydivers have landed.
6. The pilot of any aircraft used for Skydiving shall not allow more than ten (10) persons to jump onto the Designated Parachute Drop Zone in any 1/4 hour period. No commercial Skydiving operator shall allow more than ten (10) Skydivers using such operator's services to jump onto the Designated Parachute Drop Zone in any 1/4 hour period.
7. Parachute (Skydiving) operations shall at all times be conducted under the supervision of a USPA qualified jumpmaster, or equivalent.

G. TRAFFIC PATTERNS

1. All aircraft operating into and out of the Airport shall follow the posted noise compatibility procedures for flying over noise sensitive areas. All aircraft shall follow the approved Airport traffic pattern, which has been established to minimize operations over noise sensitive areas. See "Exhibit B".
2. All IFR approaches in VMC weather conditions shall be conducted in a manner that will assure continued operations can be completed safely with VFR separation.
3. Aircraft on IFR clearances may not assume that they have priority over or separation from VFR aircraft, and they shall maintain vigilance for VFR flights in or near the traffic pattern of the Airport.
4.
 - a. Traffic pattern altitude for the Airport is 550 feet MSL for ultra-lights, 1,000 feet MSL for single-engine and multi-engine piston Aircraft, and 1,300 feet MSL for turbine Aircraft. The traffic pattern altitude at NAS Patuxent River is 1,500 MSL for all Aircraft.
 - b. Traffic pattern for airplanes is standard left hand for all runways. Traffic pattern for ultra-lights is standard right hand for all runways, and the downwind leg shall be at least 700 feet, but not more than 1,000 feet from the runway center line. Ultra-lights shall remain south of the hangars and parking areas and shall not overfly these facilities.
5.
 - a. Parachute jumpers shall be south of the runway when 650 feet MSL (500 feet AGL) is reached and land on the Designated Parachute Drop Zone (Exhibit E) south of the taxiway and west of any buildings. Jumpers shall not be permitted to cross the runway below 650 feet MSL (500 feet AGL).
 - b. Any Skydiver shall have a Drop Zone Manager at the Designated Parachute Drop Zone during all jumping activities. The Skydiving FBOs shall identify the Drop Zone Manager they will be using when making arrangements with the Airport Manager for use of the Designated Parachute Drop Zone.
6. Helicopter traffic pattern is 650 feet MSL (500 feet AGL) standard right hand pattern. Helicopters shall not fly over hangars and parking areas. Air taxing is permitted only over runways, ramps and taxiways. Helicopter operators shall operate so as to minimize rotor down wash on the ramp, or they shall be required to be towed to the taxiway before starting the engine.
7. Glider and sail plane traffic pattern is standard left hand.
8. All takeoffs or landings by powered Aircraft shall only be on the paved runways unless otherwise directed by the Airport Manager.
9. All taxing to and from the runways shall be on the paved taxiways. Taxing is permitted to and from the paved apron to tie-down spaces in the grassy areas.

H. FIRE PREVENTION

The authority for all fire prevention at the Airport shall be the State and Local Fire Codes and the 1990 edition of NFPA 407, including all NFPA Standards referenced in 407.

1. No Aircraft shall be fueled or drained while its engine is running, or while in a hangar or other enclosed place. Fueling or de-fueling shall be done in such a manner and with such equipment that adequate connections for electrical grounding and bonding shall be continuously maintained.
2. The cleaning of engines or other parts of Aircraft shall not be carried on in any hangar except with non-flammable substances. If flammable liquids are employed for this purpose, the operation shall be carried on outside in the open air in designated spaces. Flammable liquids shall be stored in Underwriters Laboratory (U.L.) approved containers. All Aircraft painting shall be done in accordance with safety procedures approved in writing by the Airport Manager.

1 H. FIRE PREVENTION (Cont'd.)

- 2
- 3 3. All hangar and shop floors shall be kept clean and free of oil, gas and other flammable
- 4 substances. No volatile, flammable solvent shall be used for cleaning floors. No rags
- 5 soiled with flammable substances shall be kept or stored in any building on the Airport in
- 6 such a manner as to create any fire hazard.
- 7 4. No Person shall smoke or produce any open flame anywhere within a hangar, building
- 8 or structure in which any Aircraft may be stored, or in which any gas, oil or flammable
- 9 substance is stored, or within 50 feet of any aircraft or any fueling facility, except in a
- 10 designated smoking area. When heaters and open flames (acetylene torches for
- 11 heating components, welding or soldering) and arc welding equipment are used in the
- 12 FBO maintenance hangars, the FBO must adhere to State and local fire codes.
- 13 5. Any Person using the Airport areas or the facilities of the Airport, in any way shall
- 14 exercise the utmost care to guard against fire and injury to persons or property.
- 15 6. Fuel services shall be administered by an authorized FBO attendant using the proper
- 16 safety equipment. Individuals, or FBOs, re-fueling their own Aircraft from their own
- 17 containers shall conduct such operations only in designated areas (see "Exhibit C")
- 18 using the approved equipment and procedures.
- 19 7. Any aircraft owner may self-fuel his own Aircraft as provided in an FBO lease or after
- 20 obtaining a self-fueling permit from the Airport Manager. Procedures for obtaining a
- 21 self-fueling permit are contained in "Exhibit D". Those aircraft owners, who have
- 22 obtained a self-fueling permit, will adhere to the following rules governing self-fueling:
- 23 a. All Aircraft shall be fueled in the area designated by the Airport Manager for self-
- 24 fueling. This area will be maintained by the Airport Manager, who will provide and
- 25 maintain fire extinguishers, grounding and bonding cables.
- 26 b. Both the approved fueling equipment and the fuel shall be brought to the designated
- 27 self-fueling area when fueling is to be accomplished. A current self-fueling permit
- 28 must be available for inspection upon request by the Airport Manager.
- 29 8. No Person shall have the right to sell fuel except as expressly provided in an FBO
- 30 Lease. The sale of fuel by the FBO shall be done in accordance with the provisions of
- 31 the FBO lease and these Rules.
- 32 9. The following general rules shall be followed in connection with the fueling of any
- 33 aircraft:
- 34 a. Portable fire extinguisher shall be in the vicinity of the fueling operation.
- 35 b. All self-fueling shall be performed in the designated area for fueling and not on the
- 36 ramps, or outside parking areas. Fueling in hangars is prohibited.
- 37 c. Applicable aircraft bonding and grounding requirements shall be followed.
- 38 d. All funnels and fueling apparatus shall be metal and shall be bonded to the Aircraft.
- 39 e. Fueling personnel shall not carry lighters or matches on their person while engaged
- 40 in fuel servicing operations.
- 41 f. Where applicable, all electrical equipment used in the fueling operation shall be U.L.
- 42 approved and all equipment shall be approved by the State Fire Marshall's local
- 43 office.
- 44 g. Comply with requirements of the State and Local Fire Codes and the current edition
- 45 of NFPA 407, including all NFPA Standards referenced in 407.

46

47 I. FLYING CLUBS

48

49 All flying or Aeronautical Activity clubs desiring to base their Aircraft and operate on the Airport shall

50 comply with the applicable provisions of these Rules.

- 51
- 52 1. The club shall be a non-profit entity (corporation, association or partnership) organized
- 53 for the express purpose of providing its members with Aircraft to be used only for their
- 54 personal use and enjoyment. The ownership of Aircraft shall be vested in the name of
- 55 the flying club (or ratably owned by all of its members). The property rights of the
- 56 members of the club shall be equal and no part of the net earnings of the club will inure
- 57
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I. FLYING CLUBS (Cont'd.)

to the benefit of any member in any form salaries, bonuses, etc.). The club may not derive greater revenue from the use of its Aircraft other than the amount necessary for the operations, maintenance and replacement of its Aircraft.

- 2. Flying or Aeronautical Activity clubs shall not offer or conduct charter, air taxi, or rental of aircraft operations. They shall not conduct aircraft flight instruction, except for regular members and only members of the flying club may operate the Aircraft. No flying club shall permit its Aircraft to be utilized for giving flight instructions to any person, including members of the club owning the Aircraft, when such person pays or becomes obligated to pay for such instruction, except from a CFI who is licensed or permitted to do business on the Airport. Any qualified mechanic who is a registered member and part owner of the Aircraft, which is owned and operated by the flying club shall not be restricted from doing maintenance work on Aircraft owned by the cub, and the club does not become obligated to pay for such maintenance work except that such mechanics and instructors may be compensated by credit against payment of dues or flight time.
- 3. All flying or Aeronautical Activity clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport except that said fling club may sell or exchange its capital equipment.
- 4. The flying or Aeronautical Activity club, with its initial application, shall furnish the Airport Commission a copy of its charter and bylaws, articles of association, partnership agreement, or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a certificate of public liability and property damage insurance, with a combined single limit of not less than \$1,000,000 containing a clause providing for ten (10) days prior notice of cancellation; a document signed by the club and its members agreeing to indemnify and save harmless the County from any loss by reason of the existence of the club at the Airport; a statement of the number and type of Aircraft; evidence that the Aircraft are properly certificated; evidence that ownership is vested in the club; and a list of the operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by airport management or other representatives of the County.

SECTION III. INFRACTIONS AND ENFORCEMENT

- 1. "Infraction" means any of the following:
 - a. A violation of these Rules;
 - b. In the case of an FBO, a violation of the FBO Lease or the giving of false or inaccurate information to the Airport Commission in connection with the FBO Lease; and
 - c. In the case of a Permit Holder, any violation of the terms of the Permit or the giving of false or inaccurate information in connection with the Permit.
- 2. "Citation" means any of the following:
 - a. An enforcement officer appointed by the Airport Commission may serve a citation on any Person whom the enforcement officer believes is committing or has committed an Infraction. The Airport Commission may appoint any person to be an enforcement officer.

SECTION III. INFRACTION AND ENFORCEMENT (Cont'd.)

- b. The citation shall be served on the Person charged:
 - (1) In accordance with Rule 3-121 of the Maryland Rules; or
 - (2) If proof is made by affidavit that good faith efforts to serve the Person charged under Rule 3-121(a) of the Maryland Rules have not succeeded by:
 - (a) In the case of an FBO, posting of the citation at the premises subject to the FBO Lease; or
 - (b) In all other cases, by regular mail to the Person's last known address and by posting of the citation on the central bulletin board at the County-owned hangar operated by the FBO.
- c. The enforcement officer shall retain a copy of the citation together with a certificate of service stating the time, place and manner of service.
- d. The citation shall contain:
 - (1) The enforcement officer's certification:
 - (a) Attesting to the truth of the matters set forth in the citation; or
 - (b) That the citation is based on affidavit.
 - (2) The name and address of the Person charged;
 - (3) The nature of the infraction found;
 - (4) The location and time that the Infraction incurred;
 - (5) A statement that the Person charged has the right to a hearing before the Airport Commission, or its designee, by filing a Request for Hearing within ten (10) days of the date of service of the citation;
 - (6) A statement that the finding of the infraction described in the citation and any cure requirement imposed by the citation will become final and conclusive upon the expiration of ten (10) days after the date of service, unless the Person files a Request for Hearing within such period;
 - (7) A statement that a Person with two or more final and conclusive infractions, which occurred within a 180 day period, may be excluded from the use of the Airport for a period of 60 days;
 - (8) If the infraction is one for which immediate exclusion from the Airport is authorized under these Rules, a statement that the Airport Commission may exclude the Person charged from any use of the Airport for a period of 60 days if the infraction becomes final and conclusive;
 - (9) If the infraction is required to be cured under these Rules, a statement that the Person charged is required to cure the infraction within a period stated in the citation, a description of the corrective measures required to be taken, and a statement that failure to cure the infraction within such period will result in a prohibition on an further activities by such Person at the Airport until the infraction is cured; and
 - (10) If a case and desist order is authorized under these Rules:
 - (a) A description of the activity to which the order relates and any remedial actions required to be taken;
 - (b) A statement that the Person shall cease and desist the activity described effective immediately and complete any remedial measures described in the citation within the time stated; and
 - (c) A statement that the Person has a right to a hearing regarding the cease and desist order by filing a Request for Hearing with the Airport Commission within ten (10) days following service of the citation; provided, however, that the filing of a Request for Hearing shall not operate as a stay of the Cease and Desist Order or any remedial actions required therein.

SECTION III. INFRACTION AND ENFORCEMENT (Cont'd.)

3. "Hearing" means any of the following:

- a. Right to Hearing. A Person charged in a citation has a right to a hearing regarding the Cease and Desist Order by filing a Request for Hearing with the Airport Commission within ten (10) days after service of the citation. The following shall become final and conclusive for all purposes upon the expiration of ten (10) days after service of the citation unless the Person charged files a timely Request for Hearing under this paragraph: (1) the finding of the infraction; (2) any Cease and Desist Order contained in the citation; and (3) any cure requirement contained in the citation.
- b. Conduct of Hearing
 - (1) The hearing shall be held before a hearing officer designated by the Airport Commission. The Airport Commission may appoint itself or any member as a hearing officer.
 - (2) The Person charged may produce witnesses and documents in support of the Person's position.
 - (3) The hearing officer shall consider probative evidence without regard to any technical rules of evidence, but may reject evidence which is incompetent, irrelevant, immaterial, unduly repetitious, or not responsive.
 - (4) The hearing officer may question any witness produced by the Person charged and may produce additional witnesses as the hearing officer deems necessary. The hearing officer may produce additional documents or other physical evidence and may question any witnesses regarding that evidence. The Person charged may question any witness called by the hearing officer.
 - (5) The hearing officer may, but is not required to, have the hearing recorded and receive the testimony of witnesses under oath.
- c. Final Determination as to Infraction. The hearing officer shall issue a written final determination of the Airport Commission as to whether the infraction described in the citation occurred. The final determination shall be based upon the evidence presented at the hearing and shall sustain, modify, or rescind the finding of the infraction considered in the hearing. In determining whether to sustain, modify, or rescind the finding of the infraction, the hearing officer may consider the severity of the infraction, including the risk it posed to the safety and welfare of the public and other users of the Airport, whether the infraction was knowingly and willfully committed, and any other factors which the hearing officer finds to be relevant to the issue. A copy of the written final determination shall be provided to the Person charged in the citation by first class mail. The final determination shall state that the Person may seek judicial review of the final determination of the hearing officer by filing a petition for judicial review in accordance with the Maryland Rules within thirty (30) days of the mailing of the final determination.
- d. Notice of Exclusion. If the hearing officer finds that an infraction occurred; (1) the Person charged has had a final and conclusive infraction which occurred within the preceding 180 days of the infraction, or (2) the infraction is one for which immediate exclusion from the Airport is authorized under these Rules, then the hearing officer shall make a determination whether the Person charged should be excluded from the Airport as a consequence of the infraction(s). In making this determination, the hearing officer shall consider: (1) the safety and welfare of the public and other users of the Airport; (2) the severity of the infraction(s) giving rise to the possible exclusion; (3) the good faith of the violator, and (4) any history of prior infraction(s). If the hearing officer determines that exclusion is warranted under these Rules, the hearing officer shall include a Notice of Exclusion with the hearing officer's final determination on the infraction.

3. Hearings (Cont'd.)

e. Right to Appeal. The Person charged in the citation may seek judicial review of the final determination and any Notice of Exclusion or Notice of Assessment of the hearing officer by filing a petition for judicial review within thirty (30) days of the mailing of the final determination. Such appeal shall be governed by Title 7, Chapter 200, of the Maryland Rules, as amended, except that the time for filing a petition for judicial review shall be that provided in this section. The final determination of the hearing officer and any Notice of Exclusion shall be final and conclusive for purposes of these Rules notwithstanding the filing of an appeal set forth below. The filing of a petition for judicial review shall not stay the final determination of the hearing officer, or a Notice of Exclusion.

4. Exclusion from the Airport

a. Exclusion for Two Infractions within 180 Days. Except as provided in paragraph (4) (b), a Person with two (2) infractions, which are final and conclusive under these Rules and which both occurred within a 180 days period, may be prohibited from entering upon Airport property, or using the Airport in any manner for a 60 day period.

b. Exclusion for a Single Infraction. A Person may be prohibited from entering upon Airport property or using the Airport in any manner for a 60 day period for any single infraction of the following provisions of these Rules: Section I.F., Section I.G., Section I.H., Section I.I., Section I.P., and Section II. A.2., and Section II.H.

c. Right to a Hearing. A Person charged with an infraction for which exclusion is authorized under these Rules shall be entitled to a hearing regarding the exclusion if the Person files a written Request for Hearing with the Airport Commission within ten (10) days after service of the citation charging the infraction for which exclusion is authorized. A Person who does not file a written Request for Hearing within the time stated in this paragraph shall be deemed to have waived his right to a hearing regarding the exclusion, and the Airport Commission shall be entitled to exclude such Person by serving a Notice of Exclusion upon the Person in the manner described in Section III. (2)(b) of these Rules after the infraction becomes final and conclusive.

d. Effective Date of Exclusion. A Notice of Exclusion shall be effective immediately upon its delivery to the Person to whom it is directed; provided, however, that the Person shall be allowed a reasonable amount of time, not to exceed five (5) days, to remove the Person's property from the Airport. If the Notice of Exclusion is required to be served on the Person under the foregoing paragraph, the Notice shall be deemed to have been delivered on the date of service. If a Notice of Exclusion is part of a final determination of the hearing officer, the Notice shall be deemed to have been given on the date the final determination is mailed as provided in Section III. (3)(d) of these Rules.

5. Cure of Infractions

a. Cure Requirement. If an infraction is of a continuing nature, the Person charged shall cure the infraction in the manner described in the citation and within the time stated in the citation; provided, however, that if the Person charged files a timely Request for Hearing pursuant to Section III. (3)(a) of these rules, the Person shall cure the infraction in the manner described and within the time stated in the hearing officer's final determination. The infraction shall be considered a single infraction during the cure period stated in this paragraph.

1 5. Cure of Infractions (Cont'd.)
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3 b. Failure to Cure. If a Person fails to cure an infraction in the manner described and
4 within the time stated in Section III. (5)(a) of these Rules:

- 5 (1) The failure to cure the infraction shall itself be a separate infraction for which
6 an additional citation may be issued; and upon becoming final and
7 conclusive, may result in exclusion from the Airport as set forth above; and
8 (2) The Person shall be prohibited from undertaking any further activities on the
9 Airport until the infraction is fully cured. Such prohibition shall be effective
10 the day following the date upon which such cure period expired.
11

12
13 6. Cease and Desist Orders
14

15 Whenever an enforcement officer appointed by the Airport Commission finds that a Person
16 has engaged, or is engaging, in activity which in the enforcement officer's judgment
17 constitutes an immediate and substantial hazard to the public health or safety, whether or
18 not such conduct is in violation of these Rules, the Minimum Standards, an FBO Lease or
19 Permit, the enforcement officer may issue a citation containing a Cease and Desist Order to
20 the Person which cites those conditions. The Person charged shall: (a) cease and desist the
21 activity described in the citation effective immediately upon service of the citation, and (b)
22 take such remedial actions as are described in the Cease and Desist Order to eliminate the
23 hazard to the public health or safety within the time stated in the Cease and Desist
24 Order. The Person charged may file a Request for Hearing with the Airport Commission
25 within ten (10) days of service of the citation, which hearing shall be held promptly. The
26 filing of a Request for Hearing shall not operate as a stay of the Cease and Desist Order or
27 any remedial action required thereby. If a Request for Hearing is not filed within ten (10)
28 days of service of the citation, the Cease and Desist Order shall be final and conclusive.
29

30 7. Enforcement of Notices of Exclusion and Cease and Desist Orders
31

32 The Airport Commission shall be entitled to seek the assistance of law enforcement officers
33 of St. Mary's County to enforce its Notices of Exclusion and Cease and Desist Orders; and
34 law enforcement officers of St. Mary's County are hereby authorized and directed to enforce
35 Notices of Exclusion and Cease and Desist Orders of the Airport Commission upon request
36 of the Airport Commission. The Airport Commission shall be entitled to apply to a court of
37 competent jurisdiction to enjoin a violation of a Notice of Exclusion or a Cease and Desist
38 Order, and for other appropriate relief.
39

40 8. Remedies Not Exclusive
41

42 No remedy herein conferred upon or reserved to the Airport Commission is intended to be
43 exclusive of any other remedy or remedies, including, without limitation, the remedies set
44 forth in Section 5-427 of the Transportation Article of the Annotated Code of Maryland, for
45 violation of Rules and Regulations adopted pursuant to Section 5-426; and each and every
46 such remedy shall be cumulative and shall be in addition to every other remedy given
47 hereunder, or now or hereafter existing at law or in equity or by statute.
48

49 9. Criminal Penalties
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51 Section 5-427 of the Transportation Article of the Annotated Code of Maryland provides that
52 any Person who violates rules and regulations adopted and posted under Section 5-426
53 thereof is guilty of a misdemeanor; and on conviction, is subject to a fine not exceeding
54 \$500. The foregoing shall not authorize or constitute the basis for the imposition of criminal
55 penalties set forth in Section 5-427 of the Transportation Article pursuant to the enforcement
56 procedures set forth in this Section III.
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1 **SECTION IV. MISCELLANEOUS**

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3 A. Severability

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

8
9 B. Effective Date

10 These Rules shall be effective thirty (30) days following the date of their approval by the County.
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12

13
14 **REFERENCES**

- 15
16 • Federal Aviation Agency Policy Statement – “Exclusive Rights at Airports”, as published in
17 the Federal Register (30 F@13661), October 27, 1965
18
19 • Federal Aviation Administration Order 5190.6A – “Airport Compliance Requirements”, dated
20 October 2, 1989
21
22 • Federal Aviation Administration Advisory Circular AC 150/5190-2A, “Exclusive Rights at
23 Airports”, dated April 4, 1972
24
25 • Federal Aviation Administration Advisory Circular AC 150/5190-1A, “Minimum Standards for
26 Commercial Aeronautical Activities on Public Airports”, dated December 16, 1985
27
28 • NFPA 101 Life Safety Code 1988 “Chapter 29, Storage Occupancies”, Section 29-6, Special
29 Provision for Aircraft Hangars.
30
31 • NFPA 407 Aircraft Fuel Servicing, 1990 Edition, and all NFPA Standards reference in 407
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