



Minimum Standards for Aeronautical Activities

(Per FAA AC NO: 150/5190-7)

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PART I GENERAL INFORMATION

Section 1 Purpose

1.1 Commercial aeronautical activity is important to every airport, whether it is a small FBO, an independent mechanic, or an aircraft charter company. It is businesses like these that ensure the survival of any public airport. It gives the consumer reasons and options when visiting that airport. Part of any consumer choice in selecting a company to do business with is safety and reliability. To help protect not only the consumer, but also the airport and its surrounding communities, the airport has developed minimum standards based upon FAA guidelines. These standards are prepared in compliance with Chapter 90, Section 51J of the Massachusetts Code and in accordance with Federal Aviation Administration Advisory Circular 150/5190-7 and subsequent revisions thereof. The Beverly Regional Airport Commission hereby establishes Minimum Standards for Aeronautical Activities at the Beverly Regional Airport.

1.2 Minimum Standards are basic requirements that any persons wishing to start a commercial aeronautical business at the airport must meet in order to begin operations. The FAA stresses that, where minimum Standards are adopted, they should be applied objectively and uniformly to all on-airport commercial aeronautical activities.

1.3 The Beverly Regional Airport is owned and operated by the City of Beverly and governed by and through the City of Beverly, Beverly Regional Airport Commission in accordance with Chapter 90: Section 51E of the General Laws of the Commonwealth of Massachusetts. The authority to grant the occupancy and Commercial use or development of Airport land or Improvements, the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, Permit, policy, or practice relating thereto, including these Primary Guiding Documents, is expressly reserved to the Beverly Regional Airport Commission.

Section 2. Statement of Policy

2.1 It is the intent of the Beverly Regional Airport Commission to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of General Aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.

2.2 As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance 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 fair and reasonable terms and without unjust discrimination.

2.3 The Airport Manager is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned and operated land, improvements, facilities, vehicles, and equipment.

2.4 The Beverly Regional Airport Commission has authorized and directed the Airport Manager to: interpret, administer, and enforce Agreements, Permits and these Primary Guiding Documents and to permit, where appropriate, temporary, short- term occupancy or use of certain Airport land or Improvements; and

2.5 Obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Beverly Regional Airport Commission under these Primary Guiding Documents.

2.6 All official inquiries to the City or Beverly Regional Airport Commission regarding these Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

2.7 The Beverly Regional Airport Commission (BAC) recognizes its responsibility as an airport proprietor to the City of Beverly, airport users, and

general public to conduct and operate the airport with prudence and sound judgment for the social and economic well-being of the City of Beverly, airport users, and local environs. The Beverly Regional Airport Commission may as needed, solicit for a commercial operator in the event that additional operators are needed. The Beverly Regional Airport Commission requires commercial operators comply with all appropriate Local, State, and Federal Laws and Regulations regarding the commercial operation.

2.8 The Beverly Regional Airport Commission requires commercial operators to maintain with the Commission a permanent file of plans and as-builts regarding their operation. The Commission may, upon written application, grant exemptions to the applications of the standards, when satisfied, or end the application process that the public interest will be best served by granting such an exemption.

2.9 These Primary Guiding Documents are promulgated under the authority granted by Chapter 90: Section 39B of the General Laws of the Commonwealth of Massachusetts, which grants the City of Beverly the power to “make and enforce rules and regulations relative to the use and operation of aircraft on said airport or restricted landing area” and Chapter 90: Section 51J, which grants the Beverly Regional Airport Commission the power to “adopt rules and regulations for the use of Regional airports or for the safety of the public upon or beyond the limits of airports under its control”.

2.10 Unless repealed by the Beverly Regional Airport Commission, these Primary Guiding Documents shall be in effect and shall remain in effect from the date of approval by the Massachusetts Department of Transportation Aeronautics Division as described in Chapter 90: Section 39B and Section 51E of the General Laws of the Commonwealth of Massachusetts

Section 3. Definitions

As used in these Standards, the following terms shall have meanings set out below, unless the context clearly requires otherwise:

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities") - Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or which contributes to or is required for the safety of such operations. The following, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition: Aircraft charter, pilot training, Aircraft rental, sightseeing, aerial photography, aerial spraying and agricultural aviation services, aerial advertising, aerial surveying, air carrier operations (passenger and cargo), Aircraft sales and service, sale of aviation fuel and oil, Aircraft Maintenance, sale of Aircraft parts, and any other activities which, because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Activity. For the purposes of the Primary Guiding Documents, all products and services described herein are deemed to be "Aeronautical Activities"

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

Agreement - A written contract, executed by both parties, and enforceable by law between the Airport Commission and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such written contract will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties.

Aircraft - Any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety

equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, ultra-lights, Para gliders, powered parachutes, hang gliders, seaplanes, and drones.

Aircraft Design Group - A 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 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, power plant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

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 on any part of the surface of the Airport.

Aircraft Rescue and Fire Fighting (or "ARFF") - City of Beverly personnel who are responsible for aircraft rescue and firefighting at the Airport.

Airframe and Power plant Mechanic (or "A & P Mechanic") - A person who holds an Aircraft mechanic certificate with both the airframe and power plant

ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport - The Beverly Regional Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant and sponsor assurances) and as it may hereinafter be extended, enlarged, or modified.

Airport Owner – Shall mean the Beverly Airport Commission/City of Beverly

Airport Assurances - Assurances with which Airport owner/operators must comply, in the performance of grant agreements for Airport development, Airport planning, and noise compatibility program grants for Airport sponsors.

Airport Certification Manual (or “ACM”) - A manual developed by an airport that establishes responsibility, authority, and procedures for FAR Part 139 compliance. An ACM is required and approved by the FAA for airports served by scheduled air carrier Aircraft.

Airport Identification Badge - A photographic media allowing access to certain parts of the Airport. The Airport Identification Badge may be one of the following: AOA, SIDA, or Secured Area.

Airport Layout Plan, (or “ALP”) - The currently approved drawing depicting the physical diagram of the Airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings, roadways, utilities, nav aids, etc.

Air Operations Area (or “AOA”) - The geographic location that includes Aircraft Movement Areas, Aircraft parking areas (Aprons), loading ramps, safety areas and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures.

Airport Security Coordinator - The Airport's primary security representative and point-of- contact for the TSA.

Airport Security Program (or "ASP") - The current Airport's security program, as may be amended from time to time, approved by the TSA, that specifies the systems, measures, and procedures that are used to meet the Airport's regulatory and statutory responsibilities relating to airport security.

Airport Terminal Building - The building at the Airport where the passenger processes of ticketing, baggage check-in, security screening, aircraft boarding, baggage claim, customs, and immigration are accomplished.

Agricultural Lands – Airport-owned property that is not presently needed for aeronautical use and available for agrarian purposes

Applicant (or "Proposed Operator or Lessee") - An entity desiring to use land and/or Improvements at the Airport to engage in Aeronautical Activities and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Apron - Those paved areas of the Airport within the AOA designated by the Airport Commission for the loading or unloading of passengers, servicing, or parking of Aircraft.

AOA Vehicle Permit - A permanent sticker or temporary placard affixed to a Vehicle authorizing access to the Restricted Areas of the Airport.

Association - an entity legally formed and recognized under the laws of the Commonwealth Of Massachusetts having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Avgas - Aviation Gasoline

Based Aircraft - Any Aircraft utilizing the airport as a base of operation (other than occasional transient purposes) and is registered with the FAA at the Beverly Regional Airport with an assigned tie-down or hangar space on the Airport or adjoining property which has direct Taxiway access to the Airport. All other aircraft are considered transient aircraft.

Certificates of Insurance - A certificate provided by and executed by an Operator's insurance company evidencing the insurance coverages and limits of the Operator.

CFR - Code of Federal Regulations, as may be amended from time to time.

Commercial Activity - An Activity with the intent to generate and/or secure earnings, income, compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Commercial Operator - Shall mean a FULL SERVICE FBO or SASO

Commercial Fuel Pump - A fixed refueling system constructed or installed and maintained by an FBO for public commercial use.

Commercial Self-Service Fueling - Fueling of an Aircraft by the pilot using Commercial Fuel Pumps installed for that purpose.

Compensation - Any form of reimbursement for goods or services such as, but not limited to, monetary, barter, favors, gratuity.

Contiguous Land - Land that is sharing an edge or boundary or is separated by no more than a Taxi lane or Taxiway.

Courtesy Vehicle - Any Vehicle used in Commercial Activity, other than a taxicab, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such Vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

Current - All rents, fees, and other charges (required to be paid under any and all Agreements or Permits) are paid.

Department of Transportation (or "DOT") - The Cabinet department of the United States government concerned with transport. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967. It is administered by the United States Secretary of Transportation.

Employee(s) - Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., Social Security and Medicare). The determination of status between "employee" and "contractor" shall be made according to then current IRS standards.

Environmental Protection Agency (or "EPA") - The Agency within United States government that has the responsibility for developing and enforcing regulations that implement environmental laws enacted by Congress.

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

Exclusive Rights - A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right. An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is

permitted by federal regulation under certain conditions. An exclusive right may be conferred either by express agreement, by imposition or unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties by excluding others from enjoying or exercising a similar right or rights would be an exclusive right. The granting of an exclusive right to conduct a commercial aeronautical activity on an airport developed or improved with federal funds is expressly forbidden by law. The fact that a single business or enterprise is conducting most or all of the on-airport aeronautical activities is not, in itself, evidence of an exclusive rights violation. The fact that only one party pursued an opportunity to conduct the aeronautical activities would not subject the airport to an exclusive rights violation.

FAR Part 105 - Parachute Operations

FAR Part 107 - Airport Security

FAR Part 121 - Operating requirements: Domestic, flag, and supplemental operations.

FAR Part 135 - Operating requirements: Commuter and on demand operations and rules.

FAR Part 139 - Certification and operations: Land airports serving scheduled and unscheduled operations. Typically scheduled and unscheduled aircraft operations with more than 30 seats.

Federal Aviation Administration (or "FAA") - The Agency within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

Fixed Base Operator (or "FBO") - A Commercial Operator engaged in the sale and/or subleasing of products, services, and facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:

- A. Sale of Aviation Fuel and Lubricants (Avgas and Aircraft Lubricants)

- B. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- C. Aircraft Maintenance
- D. Tie down, Hangar, Aircraft Parking, Office, and Shop

Flight Training - Any use of an Aircraft to increase or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different Airports or other destinations. Flight Training shall also include any portion of a flight between two Airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

Flying Club – Shall mean any non-profit association of persons, firm, corporation, or other legal entity organized for the purpose of owning any aircraft and/or intending to foster interest in aeronautics and to exchange or share mutual and social and educational experiences

Full Service Fixed Base Operator (FBO) - Is defined as a person, partnership, limited liability company, corporation or other entity which is authorized and required by contract with the City of Beverly to provide, the minimum, Aeronautical Activities at the Airport listed under Section 3).

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

General Aviation - All aviation with exception of air carriers (including cargo) and government. General Aviation Aircraft are utilized for commercial and non-commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

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

Jet Fuel - Fuel commonly utilized in Turbo shaft, Turboprop, and Turbojet Aircraft.

Instrument Conditions - Regulations and procedures for flying aircraft by referring to the aircraft instrument panel for navigation and aircraft control.

Land Use Plan - Shows on-airport land uses as developed by the airport sponsor under the master plan effort and off-airport land uses as developed by surrounding communities

Law Enforcement Officer - Law enforcement officers of the Airport, or any other federal, state, or local government Agency.

Lease – The right to conduct commercial, aeronautical, or agricultural activities on the Airport, which is in writing and enforceable by law

Leased Premises - The land and/or improvements used exclusively under Agreement by Operator to conduct Operator's Activities.

Lessee - An entity that has entered into an Agreement with the Airport Commission to occupy, use, and/or develop land and/or Improvements and engage in Aeronautical Activities.

Light Aircraft - Aircraft with a maximum takeoff weight of 12,500 pounds or less.

Limousine - A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.

MassDOT - Massachusetts Department of Transportation Aeronautics Division.

Master Plan - An assembly of appropriate documents and drawings covering the development of the Airport from a physical, economic, social, and political jurisdictional perspective and adopted by the Airport, a copy of which is on file and available for inspection in the Airport Manager's office, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

Minimum Standards - 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 they may be amended from time to time.

National Fire Protection Association (or "NFPA") - All codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

Non-Commercial - Not for the purpose of securing earnings, income, compensation (Including exchange of service), and/or profit.

Operator - An entity that has entered into an Agreement or Permit with the Airport Commission or subleases office, shop, hangar, or land to engage in Commercial Aeronautical Activities at the Airport.

Owner - The registered legal owner of an Aircraft according to the records of the FAA or a Vehicle according to the Department of Motor Vehicle records.

Park - The standing of an Aircraft or Vehicle, whether occupied or not, other than for the purpose of, and while, engaging in loading or unloading of Property and/or passengers.

Paved - to lay or cover with asphalt or concrete that forms a firm level surface.

Permit - A written contract, executed by both parties, and enforceable by law between the Airport Commission and an entity authorizing, restricting, and/or prohibiting the conduct of certain Activities at the Airport. Such Permit will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Permit; fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. Permits include, but may not be limited to, an approved Commercial Aeronautical Activity Application/Permit or a Non-Commercial Self-Fueling Permit.

Permittee - A person or business who has written permission (Permit) from the Airport Commission to conduct Commercial Activity, within the confines of the Permit, at the Airport.

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

Primary Guiding Documents -a compilation of Airport policy documents properly adopted by Resolution of the Airport Commission and approved by the Massachusetts Aeronautics Commission, as may be amended from time to time, including General Provisions and Definitions, Lease/Rates and Charges Policy, Minimum Standards, Rules and Regulations, and Development Guidelines.

BAC - shall mean Beverly Regional Airport Commission

Private Aircraft - Aircraft operated non-commercially by the owner(s). This does not prohibit the owner(s) or operator(s) of private Aircraft from sharing the expense of the operations of an Aircraft. Private Aircraft may be used by persons other than the owner, provided no remuneration accrues to the owner. Company and corporately owned Aircraft that are operated for the free transportation of personnel and/or products are classified as private Aircraft and subject to the same restrictions. New and used privately owned Aircraft held for sale only may be demonstrated to prospective purchasers or, when sold, may be used to instruct the new owner in their operation.

Property - anything that is owned by an entity. Property is divided into two types: "real property," which is any interest in land, real estate, growing plants or the Improvements on it, and "personal property", which is everything else.

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

Refueling Vehicle - Any Vehicle used for the transporting, handling or dispensing of Fuels, oils, and lubricants.

Regulatory Measures - Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the FAA, TSA, EPA, NFPA, the Airport Certification Manual (ACM), and these Primary Guiding Documents; all as may be in existence, hereafter enacted, and amended from time to time.

Repair Station - A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.

Restricted Area - Includes both the Air Operations Area (AOA) and the Security Identification Display Area (SIDA).

Security Identification Display Area (or "SIDA") - a portion of the Air Operations Area (AOA) in which security measures are carried out and individual and vehicular identification must be displayed at all times.

Security Plan - a document developed by Operators to ensure the safety and security of people and property at the Airport.

Self-Fueling - The fueling of an aircraft by the Owner of the Aircraft, or the Owner's Employee, using the Owner's Equipment.

Self Service - Includes activities such as adjusting, repairing, cleaning, and otherwise providing service to an Aircraft, provided the service is performed by the Aircraft Owner or his/her Employees with resources supplied by the Aircraft Owner.

SPCC Plan - Spill Prevention, Control, and Countermeasures Plan.

Specialized Aviation Service Operator (or “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.

Standard Operating Procedures (or “SOP”) - Written instructions, which describe procedures designed to work toward maintaining an environment.

Sterile Area - The area in the Terminal Building beyond the security restriction checkpoint(s).

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 is enforceable by law.

Sub lessee - an entity that has entered into a sublease with an Operator or Lessee who is authorized to engage in Commercial Aeronautical Activities at the Airport.

SWMP - The current Storm Water Management Plan in place at the Airport, as may be amended from time to time.

Storm Water Pollution Prevention Plan (or “SWPPP”) - The Storm Water Pollution Prevention Plan for the Airport.

Taxi lane - The portion of the Aircraft parking area used for access between Taxiways and Aprons.

Taxiway - A defined path, usually paved, over which Aircraft can taxi from one part of an airport to another (excluding the runway).

Terminal - The passenger terminal building at the Airport.

Tie down - an area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tie down points and equipment (to facilitate Aircraft Tie down) are located.

Through-the-Fence - The right, by Agreement, to have direct access to the Airport from private property located contiguous to the Airport. Through-the-fence Operators, while being located off Airport property, have access to the Airport's runway and Taxiway system.

Transient Aircraft - Any Aircraft utilizing the Airport for occasional transient purposes and is not based at the Airport. (See based aircraft).

Transportation Security Administration (or "TSA") - The U.S. Federal agency established in 2001 to safeguard United States transportation systems and ensure secure air travel.

Turbo Shaft Aircraft - An Aircraft that utilizes a gas turbine engine to drive a rotating cylindrical shaft to propeller or a helicopter rotor.

Turbojet Aircraft - An Aircraft that utilizes one or more jet engines that has a turbine driven compressor and develop thrust from the exhaust of hot gases.

Turboprop Aircraft - An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

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.

4.0 General Requirements

4.1 Aircraft Maintenance: For reasons of safety and environmental concern, an aircraft owner must conduct all aircraft maintenance other than minor servicing, and or maintenance such as light bulb replacement; undercover such as inside a hangar. All servicing must be done in such a manner as to comply with the Airport's "Storm Water Pollution Prevention Plan" all applicable Local, State, EPA, and Federal Rules, Regulations, and Policies.

4.2 Aircraft Washing: An aircraft owner must comply with all Local, EPA, State, and Federal rules, regulations, and procedures regarding the "Storm Water Pollution Prevention Plan" so as not to introduce harmful materials or solvents into the environment.

4.3 Aircraft Painting: An aircraft owner must comply with all Local, EPA, State, and Federal Rules, Regulations, and Procedures. The use of paints, dope, and thinners shall be confined to structures meeting all appropriate safety criteria, and be disposed of properly.

4.4 Self-Aircraft Fueling: An aircraft owner, charter operator, or corporate flight department must comply with all Local, EPA, State, and Federal rules, regulations, and procedures regarding the transport and distribution of fuel into their aircraft on the Beverly Airport. The Beverly Airport is located in an environmentally sensitive area and for reasons of safety and environmental concern an aircraft owner must comply with the following:

1. Must pay the airport a fuel flowage fee as set in the Airport Rules and Regulations or as stated in an airport lease or Airport Regulation.
2. Must provide an approved above ground fuel tank of **3000 gallon capacity or greater** to be located in an area designated by the BAC
3. An aircraft commercial operator or SASO must provide to the Beverly Regional Airport Commission, for approval by the Commission, a fueling plan outlining the fuel tank, fuel truck, fueling facility, fueling safety and environmental procedures to be utilized by the aircraft owner for the delivery and

dispensing of fuel into their aircraft. The aircraft owner must also show proof that the fuel trucks are used solely for the fuel specific fuel product to eliminate the possibility of co-mingling of product.

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

5. Evidence of ownership or lease of tanks, trucks, and fueling facility.

6. Evidence of ownership, exclusive lease and control of the aircraft. The aircraft must be under the direct and exclusive control of the company based at the Beverly Airport. Customers, tenants, subtenants, fractional ownership aircraft, fractional ownership transient aircraft or other nonexclusive control affiliations does not constitute the ownership or direct and exclusive control required for self-fueling or self-service.

7. Environmental pollution liability insurance of \$1,000,000 combined single limit for all aspects of the fuel tank(s), fuel truck, and fueling operation. The City of Beverly, Beverly Regional Airport Commission, and Beverly Airport Manager also named as additional insured.

8. General liability insurance of \$2,000,000 combined single limit for all aspects of the fueling operation. The City of Beverly, Beverly Regional Airport Commission, and the Airport Manager also named as additional insured.

9. A copy of the EPA NPDES storm water multi-sector permit for the fueling operation and a copy of the "Storm Water Pollution Prevention Plan" for the fueling operation.

10. Evidence of worker compensation insurance for employees performing fueling operations as well as other employees that are employed by the operator.

11. Copies of all appropriate permits and evidence of proper placarding.

12. Provide record keeping on a monthly basis, in sufficient detail to meet the satisfaction of the Airport Manager of all fuel deliveries and flowage records noting the Aircraft Tail Number, date, time, and gallons used of each fueling.

13. The airport reserves the right to audit the fuel operation at its own cost.

14. Fuel deliveries onto the airport are to be limited to the hours between 7:00 AM. And 8:00 PM.

15. An aircraft owner may self-service their own aircraft with MOGAS.

Failure to follow these standards will result in the cancellation of the right to self-fuel. The Beverly Airport does not allow the aircraft owner to contract with an off airport company to enter upon the airport to refuel their aircraft. This is clearly the conducting of an aeronautical activity, not by the owner of the aircraft, but by the fuel company. Also, the airport does not allow a “co-op” or any type of an organization formed by several aircraft owners for the purpose of self-fueling, or as a single aircraft owner for self-fueling purposes.

5.0 Minimum Standards for All Commercial Operators

The following standards shall apply to all Commercial Operators (Operators) with the exception of Flying Clubs whose complete list of standards are presented in the section, which pertains solely to that type of operation.

5.1 Lease shall be for a term to be mutually agreed upon between the parties commensurate with the Operator’s financial investment in his facility. If the duration of the Lease is to exceed five years in length, provisions shall be made to review the terms, lengths, and rents of the Lease relative to other changes in the airport environment that have occurred during that period.

5.2 Operator shall have the experience necessary to conduct any Aeronautical Service he/she wishes to provide to the public and shall submit a statement of qualifications to the Owner upon request. It will be satisfactory if the Operator has in a reasonable supervisory position, a person of such experience. Should an Operator not have such experience, but can demonstrate to the Owner’s satisfaction that he/she has had equivalent related experience or training, such will

be deemed acceptable. The Operator shall submit a letter of intent detailing the services which he/she wishes to provide, compliance with the relevant minimum standard as presented in this document, ratings and licenses his/her organization will have, and general scope of the operation.

5.3 Any Operator seeking to conduct Aeronautical Services at the Airport must provide the Owner a letter of financial integrity, to the Owner's satisfaction, from a bank or trust company doing business in the area, or other such source that may be readily verified through normal banking channels. The Operator must also demonstrate that he has the financial ability or backing, where applicable, for the construction of facilities that may be required for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth showing that applicant holds unencumbered current assets in a total amount at least equaling three (3) months estimated maintenance and operating expenses.

1. Any Operator must obtain a business certificate issued by the City of Beverly or the Town of Danvers.
2. Operator and/or sub-lessee may be required to pay the Owner additional rent and fees for sub-letting.
3. FULL SERVICE FBO'S: Authorized to provide at a minimum the following Commercial Activities:
 - a. Sale of aviation fuel and lubricants
 - b. Tie down, hangar storage and parking
 - c. Aircraft maintenance
 - d. Flight Training
 - e. Ancillary ground services, including collection of landing and parking fees
 - f. Flight instruction
 - g. Passenger and Crew lounge
 - h. Flight briefing capabilities including weather room
 - i. Access to limousine services and rental cars
 - j. Open 12 hours per day 365 days per year
4. SASO: Authorized to provide any one of the following Commercial Activities:

- a. Aircraft sales
- b. Specialized aircraft airframe, engine and accessory maintenance and repair services (radio, instruments, propellers, painting, upholstery, etc.)
- c. Aircraft lease and/or rental services
- d. Flight training
- e. Air taxi service (charter)
- f. Specialized commercial flying services
- g. Aircraft management services
- h. Hangar management services

*This class of Operator is not authorized to sell fuel or lubricants.

6.0 APPLICABILITY OF MINIMUM STANDARDS

6.1 Any present Operator(s) conducting operations on the Airport prior to the installation of these Minimum Standards must make every reasonable effort to meet all minimum standards applicable to their operation. Present Operator(s) will not be denied permission to continue to operate, provided the Airport Commission determines that the operation is not in violation of any Airport assurance compliance regulation and because of a genuine inability to completely conform with those portions of the standards relating to minimum numbers and to physical requirements after an honest and reasonable effort has been made, provided that all fees required under applicable lease arrangements have been paid.

6.2 New Operators, the pertinent Minimum Standards for such Operator shall be predicated upon the nature of its initial business venture. If, at a later date, the business is expanded to encompass new and additional types of services, then, in such an event, the Minimum Standards established for these additional services shall immediately apply.

7.0 WAIVER OF STANDARDS AND PIONEERS

7.1 WAIVERS

The Airport Commission may, in its sole discretion, waive all or any portion of the Minimum Standards set forth herein for the benefit of any government or governmental agency performing non-profit public services to the aircraft industry, or performing emergency medical or rescue services to the public by means of aircraft, or performing fire prevention or firefighting operations. The

Airport Commission may further temporarily waive any of the Minimum Standards for non-governmental applicants where the Airport Commission, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation.

7.2 PIONEERS

When an applicant wishes to qualify as an Operator in order to provide specific services not already provided at the Airport, the foregoing Minimum Standards may be modified for a limited period of time. It is the express purpose of this provision to encourage the expansion of services at the Airport where such services do not already exist, and only to the extent and for the period of time necessary to create an inducement to the establishment of such services.

Many types of Aeronautical Services may exist which are too varied to reasonably permit the establishment of specific minimum standards for each. When specific Aeronautical Services are proposed for conduct at the Beverly Airport which do not fall within the categories heretofore documented, minimum standards will be developed on a case-by-case basis, taking into consideration the desires of the proponent, the needs of the proprietor and the Airport, and the public demand for such service.

PART II

LEASING AND AUTHORIZATION PROCEDURES

Section 1 Revision of Regulatory Measures

1.1 All Airport leasing policies, rates and charges policies, minimum standards, rules and regulations, and development guidelines previously enacted and any other City of Beverly ordinance or resolution in conflict with these Primary Guiding Documents are hereby revised to the extent of the conflict.

Section 2 Land Use

2.1 The Airport Manager with FAA approval shall designate specific areas of the Airport in which Aeronautical Activities may be conducted. Such designation shall be consistent with the Master Plan, Airport Layout Plan, and all applicable land use plans and policies of the Beverly Regional Airport Commission.

Section 3 Right to Self-Service

3.1 These Primary Guiding Documents will not exercise or grant any right or privilege which operates to prevent any entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform. An aircraft owner may self-fuel their own aircraft with as per FAA 5190.6b, Chapter 11.

3.2 However, Individual Operators may restrict the use of their exclusive Leased Premises and each Aircraft Operator must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

Section 4 Written Application

4.1 When the person or persons feel that they can meet the minimum standards of the Beverly Airport, then they may submit a written application to the Airport Manager and Beverly Regional Airport Commission. The written application shall include the term of agreement, fees, charges, the rights, privileges, and obligations of the respective parties, and other relevant covenants. The written

application to the Airport Manager and Beverly Regional Airport Commission are to include all of the following:

1. The proposed name and nature of the business, including intended services.
2. The names, addresses, and phone numbers of all individuals who would be owners, partners or managers of the business.
3. Copies of current FAA, State of Massachusetts, and City of Beverly licenses and certificates which would be required for the proposed business.
4. A current financial statement for the business and/or owners. Certification by a Certified Public Accountant may be required.
5. A listing of assets owned, or being purchased, or leased which will be used in the business on the airport.
6. A current credit report for each party owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
7. A list of employers or work history providing information covering the last five years.
8. Preliminary plans, specifications, and dates for any improvements which the applicant intends to make on the Airport property for the proposed business. Applicant must comply with the City of Beverly building code, fire code, and permit requirements. Building permit applications will require the approval of the Airport Manager and the Beverly Regional Airport Commission.
9. An operations plan providing summary of intended use of airport facilities, including proposed compliance with the Beverly Airport

“Storm Water Prevention Plan”, and Local, State, and Federal rules and regulations.

10. Evidence of ability to acquire required insurance coverage. Such policies shall not be for less than the amounts listed in the “Requirements for Commercial Aeronautical Activity” section, specific to the operation of the proposed business.

11. A financial and technical business plan, forecasting business development and demonstrating finances necessary to conduct the proposed operation and the capability to meet FAA, EPA, State, and Local requirements for the proposed service.

Section 5 **Notices, Requests for Approval, Applications, and Other Filings**

5.1 Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Beverly Regional Airport Commission and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Sub lessee, prospective Sub lessee, Operator, or prospective Operator pursuant to these Primary Guiding Documents 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 with dated and signed receipt), and shall be deemed to have been given when delivered to the Beverly Regional Airport Commission, Lessee, Sub lessee, or Operator at their principal place of business or such other address as may have been provided to the Beverly Regional Airport Commission.

Section 6 **Amendments**

6.1 These Primary Guiding Documents supersede and cancel all previous Minimum Standards adopted by the Beverly Regional Airport

Commission pertaining to the occupancy or use of, engaging in an Aeronautical Activity on the Airport or developing Airport land or Improvements. The Minimum Standards are supplemented by the Beverly Regional Airport Rules and Regulations.

6.2 These Primary Guiding Documents may be supplemented, amended, or modified by the Beverly Regional Airport Commission from time to time and in such a manner and to such extent as is deemed appropriate by the Beverly Regional Airport Commission.

6.3 The Beverly Regional Airport Commission may issue special rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate or necessary, consistent with the provisions of the Commonwealth of Massachusetts Aeronautical Laws and the Primary Guiding Documents.

6.4 The Beverly Regional Airport Commission shall provide for public notification of pending amendments to these Primary Guiding Documents in order to provide the opportunity for public comment and input by Operators, Lessees, Sub lessees, consumers, users, and the community.

Section 7 Variance or Exemption

7.1 The Beverly Regional Airport Commission has the right, but is not obligated, to approve variances or exemptions to these Primary Guiding Documents when a specific clause, section, or provision of these Primary Guiding Documents may not be justified in a particular case because of special conditions or unique circumstances.

7.2 Prior to approving or denying variances or exemptions, the Airport Commission shall conduct a fair, reasonable, and not unjustly discriminatory review of all relevant information to include those items described in Requests

for variance or exemption of these General Provisions as well as any other information requested by the Beverly Regional Airport Commission.

7.3 Approval or denial by the Beverly Regional Airport Commission of a variance or exemption shall be reasonable and consistent with prior decisions involving similar situations at the Airport (if any) and approval or denial shall be provided in writing within ninety (90) days from the receipt of the written request for variance or exemption.

7.4 If approved, the variance or exemption shall be for no longer than one (1) year and shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.

7.5 An approval by the Beverly Regional Airport Commission of a variance or exemption shall not serve to amend, modify, or alter these Primary Guiding Documents.

7.6 Requests for variance or exemption can also be denied in accordance with Grounds for Denial of these General Provisions

7.7 When a specific product, service, or facility is not currently being provided at the Airport, the Beverly Regional Airport Commission may enter into an Agreement or Permit with an FBO or SASO with terms and conditions that may be less than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement or Permit and shall not be longer than one (1) year.

7.8 Requests for variance or exemption shall be submitted in writing to the Beverly Regional Airport Commission and must state definitively the Primary Guiding Document and the exact clause(s), section(s), or provision(s) for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason or rationale for the proposed variance or exemption, identify potential and/or anticipated impacts on the Airport, other entities

(including Operators and tenants) at the Airport, and the community, and identify the duration of the proposed variance or exemption.

7.9 Each variance or exemption shall be requested for and approved or denied separately.

Section 8 Reasons for Denial of Written Application

8.1 The Beverly Regional Airport Commission may reject any proposal (including requests for variances or exemptions) or any application for any one or more of the following reasons:

8.2 The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Beverly Regional Airport Commission. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.

8.3 The entity's proposed Activities and/or Improvements will create a safety hazard at or on the Airport.

8.4 The Beverly Regional Airport Commission would be required to expend funds and/or supply labor and/or materials in connection with the proposed Activities and/or Improvements that the Beverly Regional Airport Commission is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the Airport.

8.5 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 time frame.

8.6 The proposed Activities and/or Improvements do not comply with the Master Plan of the Airport or the ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.

8.7 The development or use of the land requested by the entity will result in a congestion of Aircraft and/or the Improvements will, in the sole discretion of the Beverly Regional Airport Commission, unduly interfere with Activities of any existing Operator on the Airport and/or prevent adequate access to the Leased Premises of any existing Operator.

8.8 The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.

8.9 The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.

8.10 The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the Regulatory Measures of the Beverly Regional Airport Commission (or any other airport sponsor), the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed Activity.

8.11 The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted in the performance of any Agreement, Permit or Sublease at the Airport or at any other airport.

8.12 The entity does not exhibit adequate financial responsibility or capability to undertake the proposed Activity.

8.13 The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the Beverly Regional Airport Commission for the proposed Activity.

8.14 The entity or an officer or director of Applicant has been convicted of a felony.

8.15 The entity's proposed Activity has been or could be detrimental to the Airport.

8.16 The entity seeks terms and conditions which are inconsistent with Beverly Regional Airport Commission's policies or any request for proposal (or any other invitation for proposals) issued by the Beverly Regional Airport Commission.

8.17 The entity's interests and/or the proposed Activity or use is inconsistent with the Beverly Regional Airport Commission's mission (purpose), vision, values, goals, or objectives for the Airport; the best interest of the City of Beverly; or, any grant assurances.

8.18 The applicant's proposed operations or construction will create a safety or environmental hazard on the Airport. Alterations or construction must be submitted to the FAA. **FAA Form 7460-1 (Notice of Proposed Construction and/or Alteration)** must be completely and properly filled out and receive a favorable determination, prior to commencement of any construction or alteration

PART III

CONSTRUCTION, ALTERATION, OR MODIFICATION

Section 1 Construction

1.1 All construction within the Airport Property shall comply with all Federal, State, and Local building criteria. All construction within the vicinity of the airport shall comply with Federal Aviation Regulation Part 77 and any appropriate State and Local Regulations designed for the protection of navigable airspace.

1.2 Adequate paved parking areas, access roads, walkways, security fencing and utilities as required for the facilities use shall be installed at no cost to the City of Beverly or the Beverly Regional Airport Commission.

Section 2 Alteration or Modification

2.1 Any alteration or modification to any existing buildings or leased properties must have the approval of the Beverly Regional Airport Commission.

2.2 Prior to the start of any construction, alteration, or modification, all applicable permits must be obtained from Federal, State, or City of Beverly officials.

2.3 Any alteration or modification to any existing buildings or leased properties shall comply with Federal Aviation Regulation part 77 and any appropriate State and Local Regulations designed for the protection of navigable airspace.

2.4 Solar Panels may be added to the roof tops of buildings upon FAA and Beverly Regional Airport Commission approval. Net metering and other Solar Credits will belong to the airport, or as approved by the Beverly Regional Airport Commission. Modifications to the existing leases will not be required.

PART IV
MINIMUM STANDARDS FOR AVIATION SERVICE
OPERATORS

Section 1 Requirements for Commercial Aeronautical Activity

1.0 Requirements for Aircraft Charter FAR Part 135 or Air Taxi

- 1.1 A well-lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
- 1.2 Building must be located within walking distance to the aircraft.
- 1.3 Suitable tie-down or hangar space for all company aircraft.
- 1.4 Not less than **two licensed airworthy aircraft** for part 135 charter operations and **equipped for flight under instrument conditions**.
- 1.5 A telephone listed under the company name.
- 1.6 Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
- 1.7 Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the City of Beverly of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.
- 1.8 A formal and documented program for educating all pilots about noise abatement and safety procedures at the Beverly Airport.

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

1.10 Facility must include office space, areas for flight planning, crew rest area, and a customer lounge.

1.11 Adequate parking for customer vehicles.

Section 2.0 Requirements for Scheduled Air Carrier Service Part 121

2.1 The Beverly Airport is not a FAR part 139 Certified Airport nor does the airport support any plans to render such service in the future. Before any Scheduled Air Carrier could operate at the Beverly Airport, the facility would require significant improvements to accommodate the requirements of FAR parts 121, 139, 107, and 105. No such improvements can take place without the Airport first having conducted all appropriate public hearings and the appropriation of funding to make such changes to the facility. When and if Part 121 operations were to be granted, the operator must meet the following requirements.

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

2.3 Availability of facilities to accommodate public users in the number forecasted. These facilities would include automobile parking, waiting areas, ticketing, enplaning and deplaning procedures, and baggage handling.

2.4 Flight schedule shall be subject to the approval of the Commission

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

2.6 A well-lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.

2.7 Building must be located within walking distance to the aircraft.

2.8 Suitable tie-down or hangar space for all company aircraft.

2.9 Not less than **two licensed airworthy aircraft** for part 121 charter operations and **equipped for flight under instrument conditions**.

2.10 A telephone listed under the company name.

2.11 Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.

2.12 Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the City of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

2.13 A formal and documented program for educating all pilots about noise abatement and safety procedures at the Beverly Airport.

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

2.15 Ability to provide security for the public users in the numbers forecasted, and also meets all the requirements of the TSA.

Section 3 Requirements for Fuel Storage and Dispensing

3.1 Commercial Operator engaged in the storage and dispensing of fuel will be expected to provide:

3.2 Fuel storage tanks approved by the Commission for dispensing 100LL and Jet A aviation fuels with a minimum capacity of 10,000 gallons of each grade, located at the area designated by the Commission. Fuel storage and dispensing facilities will be equipped with meters and filtering equipment considered to meet industry standards. Mobile dispensing equipment shall have at least a total capacity of 1250 gallons for each grade and/or type of fuel, and shall be manufactured for the purpose of aviation fuel distribution.

3.3 The Operator shall procure and maintain tools, jacks, towing equipment, tire repairing equipment, GPU, oxygen, De-icing for type I and IV. All equipment shall be maintained and operated in accordance with local and State industrial codes.

3.4 The Operator shall post copies of the following License and Permits:

- License to sell fuel
- Registration
- Permit to store fuel
- Fire Extinguishers Inspection report
- Third party Inspection report (UST)
- Tank Monitoring Inspection report (UST)
- A, B, C Certification (UST)
- Current SPCC plan (AST)

3.5 The following types of insurance are required:

- Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular
- Hangar Keeper's Liability
- Products Liability
- Third Party Financial Responsibility Insurance

3.6 The Operator shall have his premises open for twelve (12) hours per day, seven (7) days a week. The Operator shall provisions for someone to

be in attendance in the office at all times during the required operating hours.

3.7 The Operator shall have in his employ, and on duty during the appropriate business hours, trained personnel in such numbers as required to meet the Minimum Standards set forth in this category of service in an efficient manner.

3.8 The Operator shall maintain an accurate record of all fuel deliveries of aviation fuel and oil and such records shall be subject to examination and audit by the Owner or its representatives.

3.9 The Operator shall pay to the Owner a fuel flowage fee as determined by the Beverly Regional Airport Commission for every gallon of fuel delivered to the Operator. The gallonage will be determined from the delivery manifests and will be payable on or before the 10th day of the following calendar month. The fuel flowage fee may be adjusted every 3 years by the Beverly Regional Airport Commission as depicted in the lease agreement.

3.10 Operator of aircraft fuels and oil service must also be a Full Service FBO

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

3.12 All systems shall be equipped with overfill warning and automatic shut-off protection systems.

3.13 All above ground components shall be adequately protected from vehicle damage and vandalism.

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

3.15 Adequate means shall be designed to minimize and or contain contaminated storm water runoff.

3.16 Gravity flow and tank pressurization distribution systems are prohibited.

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

3.18 Requirements for Above Ground Storage Tanks (ASTs)

1. ASTs shall be Fire Proof rated.
2. ASTs shall be of double wall design, or be constructed within a steel or concrete spill containment system, which eliminates or prevents contaminated storm water runoff.

3.19 Requirements for Underground Storage Tanks (USTs)

1. All underground piping shall be cathodically protected from corrosion.
2. All USTs shall be of double wall design.
3. Premises Liability insurance of at least \$2,000,000 CSL for bodily injury and property damage. Product and Completed Operations Liability insurance of at least \$2,000,000, and Hangar Keeper's insurance of at least \$100,000, Products Liability and Third party Financial Responsibility Insurance, naming the City of Beverly, the Beverly Regional Airport Commission, the MassDOT Aeronautics Division and the Airport Manager as additional insured.
4. Approved grounding cables and fuel nozzles to eliminate static electricity hazards.
5. A listed telephone under the company name which is attended during operating hours.
6. Proper space to service the types of aircraft using the Airport must be provided.

7. Fixed and mobile metered pumping equipment capable of refueling the largest aircraft likely to be fueled at the Airport.
8. Auxiliary equipment including at least one preheater, one battery cart, aircraft towing capability, and other equipment that may be required to serve the aircraft using the facility.
9. Fueling services by uniformed personnel seven days a week at least from 8:00 a.m. to 6:00 p.m.
10. A formal training program approved by both the Fire Department and the Airport Manager for line personnel engaged in aircraft refueling. At least one properly trained person shall be on duty during normal operating hours.
11. A formal, documented procedure for maintenance and inspection of the fuel dispensing equipment, and product quality, including a fuel testing program the records of which shall be made available to the Airport Manager, the MassDOT Aeronautics Division and the Commission upon request.
12. A commitment to keep the fueling area clean and free of vegetation, snow, debris, and hazardous conditions.
13. A Commercial Operator who operates a fuel farm shall comply with all applicable federal, state and local environmental statutes and regulations, including, but not limited to, requirements for the disposal of waste oil/fuels and other potentially hazardous substances, and for the refueling of aircraft and vehicles.
14. An operator of a fuel farm and distribution system shall have adequate materials and personnel available for the clean-up of fuel spills. The equipment necessary shall include, but not be limited to adequate and accessible amounts of absorbent materials, tools, and disposal containers.

15. All financial responsibility for the cleanup and remediation of fuel spills associated with the Operation is that of the Operator and its principals, and as provided in Federal and State Laws and Regulations.

Section 4 Requirements for Ground Operations and Aircraft Maintenance Services

4.1 A Commercial Operator engaged in ground operations and aircraft maintenance services will be expected to provide:

1. A well-lighted and heated waiting room of at least 200 square feet and hangar space of at least 2000 square feet, located within walking distance of the aircraft.
2. A telephone number listed in the company name and attended during normal business hours.
3. Premises and liability insurance of at least \$1,000,000 CSL for bodily injury and property damage, Products and Completed Operations insurance of at least \$1,000,000, and Hangar Keeper's insurance of at least \$100,000 naming the City of Beverly, the Commission, the massDOT Aeronautics Division and the Airport Manager as additional insured.
4. At least one full time licensed airframe and power plant mechanic, certified by the FAA in accordance with the terms of the Repair Station Certificate, on duty during normal business hours, five days a week.
5. Minimum equipment including but not limited to jacks and lifts for high and low winged aircraft and engine testing equipment, battery cart, preheater, and aircraft towing equipment.
6. A minimum stock of spare parts peculiar to the type of aircraft normally maintained at the facility.
7. Suitable facilities for washing and cleaning aircraft, in accordance with the Storm Water Pollution Prevention Program of the Airport.

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

9. A plan approved by the Airport Manager for the storage and removal of any and all waste aircraft fluids or cleaning material.

Section 5 Requirements for Flight Instruction

1. A well-lighted and heated and cooled office and reception room of at least **200 square feet**, leased or owned, on airport.

2. Training equipment such as mock ups and instrument training aids must be provided within the building.

3. Adequate automobile parking for customers.

4. Building must be located within walking distance to the aircraft.

5. Suitable tie-down or hangar space for all company aircraft.

6. Not less than **two licensed airworthy aircraft** and at least **one licensed airworthy aircraft equipped for flight under instrument conditions**.

7. At least one fully licensed flight instructor who is IFR and CFI certified and holds a current Commercial License in similar aircraft type.

8. A telephone listed under the company name.

9. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.

10. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, Student and Renter's Liability also naming the City of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

11. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Beverly Airport.

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

Section 6 Requirements for Aircraft Repair (Airframe, Power Plant, or Accessories)

1. A well-lighted and heated waiting room of at least **200 square feet** and hangar space of at least **2000 square feet**, leased or owned, on airport. This area is to be located within walking distance of the aircraft.

2. A listed telephone number under the company name attended normal business hours, at least 8 hours per day, and 5 days per week.

3. Aircraft Liability, Comprehensive Public Liability, Hangar Keeper's Liability, Products Liability and Comprehensive Property Damage, including Vehicular insurance of at least **\$1,000,000** naming the City of Beverly of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

4. At least **two full time licensed mechanics** on duty during hours that are convenient to customers, at least 8 hours per day, 5 days per week. The Operator shall make for provisions for someone to be in attendance in the office at all times during the required operating hours.

5. Minimum equipment including but not limited to jacks and lifts for high and low winged aircraft and engine testing equipment.

6. A minimum stock of spare parts unique to the normal type of aircraft maintained at the facility.

7. Suitable, approved facilities for cleaning aircraft parts.

8. A service to remove any non-airworthy aircraft from the airport within a reasonable timeframe.
9. A plan approved by the Fire Department and the Airport Manager for the storage and removal of any and all waste aircraft fluids or cleaning materials.
10. A Storm Water Pollution and Hazardous Spill Prevention/clean-up plan.
11. An ongoing demonstrated ability to meet certification requirements of FAA, EPA, and State and Local authorities.

Section 7 Requirements for Aircraft Sales and Leasing

1. A well-lighted and heated and cooled office and reception room of at least **200 square feet**, leased or owned, on airport.
2. Building must be located within walking distance to the aircraft.
3. Suitable tie-down or hangar space for all company aircraft
4. Facility must include office space, areas for flight planning, and a customer lounge.
5. Adequate automobile parking for customers.
6. At least one person holding a current pilot license and ratings appropriate for the type of aircraft to be demonstrated.
7. A telephone listed under the company name.
8. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.

9. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, Hangar Keeper's Liability (Needed only if non-owned aircraft are left in the Operator's care) also naming the City of Beverly of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

10. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Beverly Airport.

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

Section 8 Requirements for Radio and Instrument Repair Station

A radio, instrument, or propeller radio station Operator engages in the business of and providing a shop for the repair of aircraft radios, propellers, and instruments, for general aviation aircraft. This category shall include the sale of new or used aircraft radios, and instruments, but such is not an exclusive right. The Operator shall hold the appropriate 145 repair station certificates issued by FAA.

1. The Operator shall lease from the Owner an area of land on which shall be erected a building (or sublease space from an FBO or Service Operator with approval from the Owner):
2. Sufficient floor space to store two aircraft.
3. Adequate floor space for office, shop, customer lounge, restrooms, all properly heated and lighted, and shall provide telephone facilities for customer use.
4. Operator shall provide a paved aircraft apron within the leased area to accommodate movement of aircraft from its facility to the taxiway complex.

5. Operator shall provide or lease a paved area sufficient to park two aircraft, with adequate tie-down facilities and with paved access to taxiways.
6. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
7. The Operator shall have in his employ and on duty during the appropriate business hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category in an efficient manner, but never less than one (1) person who is an FAA-rated radio, instrument, or propeller repairman.
8. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, Hangar Keeper's Liability (Needed only if non-owned aircraft are left in the Operator's care) also naming the City of Beverly of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

Section 9 Requirements for Flying Clubs

1. The Flying Club must be a non-profit Massachusetts corporation or partnership. Each member must be a *bona fide* owner of the aircraft or owner of the corporation.
2. The Club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual cost of operation, maintenance and replacement of its aircraft. The Club will keep current a complete list of the Club's membership and a record of Club finances and will make such available to the Owner upon request.
3. The Club's aircraft will not be used by other than bona fide members, and by no one for hire, charter, or air taxi. Student instructions may be given in the Club aircraft by one Club Member to another Club Member, providing no Compensation takes place and the club member is a certified flight instructor. Otherwise, it must be given by an Operator with a current agreement with the Owner.

4. In the event the Club fails to comply with these conditions, the Owner will notify the Club in writing of such violations. The Club shall have fourteen (14) days to correct such violations. If the Club fails to correct the violations, the Owner may demand the Club's removal from the Airport.

5. The Flying Club must agree and provide as a minimum insurance in the following categories to the same level as required for all Operators: Aircraft Liability, Comprehensive Public Liability and Comprehensive Property Damage, including Vehicular.

Section 10 Requirements for Organizations, and Other Specialized Commercial Flying Services

Specialized commercial aeronautical activities such as, but not limited to the following: Aerial photography or survey, firefighting or fire patrol, banner towing or aerial advertising, power line or pipeline patrol, medical flight, police patrol, sport flight clubs, and other similar commercial aeronautical businesses.

1. A well-lighted and heated office and reception room of at least **200 square feet**, leased or owned, on airport.
2. Building must be located within walking distance to the aircraft.
3. Suitable tie-down or hangar space for all company aircraft.
4. Must demonstrate they are licensed and/or authorized to do business in the state of Massachusetts.
5. A telephone listed under the company name.
6. Business hours convenient for customers, at least 8 hours per day, 5 days per week. Full time personnel staffed during those hours.
7. Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of

\$1,000,000 combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the City of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

8. A formal and documented program for educating all pilots about noise abatement and safety procedures at the Beverly Airport.

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

Section 11 Requirements for Specialized Commercial Flight Operations

A specialized commercial flying service Operator engages in air transportation for hire for the purpose of providing the use of aircraft for the activities listed below:

- Nonstop sightseeing flights that begin and end at the same airport.
- Crop-dusting, seeding, spraying, and bird chasing.
- Banner towing and aerial advertising.
- Aerial photography or survey.
- Power line or pipe line patrol.
- Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

1. The Operator shall lease land from the Owner (or sublease from an FBO or Service Operator with approval of the Owner) and the lease shall include a building sufficient to accommodate all activities and operations proposed by the Operator. The minimum areas in each instance shall be subject to the approval of the Owner. In the case of crop dusting and aerial application, the Operator shall make suitable arrangements and have such space available in his leased area for safe loading, unloading, storage, containment and disposal of chemical materials. He shall also provide a centrally drained, paved area large enough to contain washing and loading spillage and to facilitate its removal from Airport property. All Operators shall demonstrate that they have the availability of aircraft suitably

equipped for the particular type of operation they intend to perform. The exception to having a building or sublet is on demand banner towing and aerial advertising. Rental of an authorized tie-down may be acceptable. Remainder of activities must comply with building/sublet requirements.

2. The Owner shall set the minimum insurance requirements as they pertain to the particular type of operation to be performed. These minimum requirements shall be applicable to all operations of a similar nature. All Operators will, however, be required to maintain the Aircraft Liability Coverage as set forth for all Operators.

3. The Operator shall have in his employ, and on duty during appropriate business hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner.

4. The Operator must provide, by means of an office or telephone, a point of contact for the public desiring to utilize Operator's services.

Section 12 Requirements for Transient Flight Operations

No transient flight operations can use the Beverly Airport to pick up students or advertise the Beverly Airport as **point of origin** for flight instruction without first complying with the minimum standards established by the Beverly Airport and Beverly Regional Airport Commission.

Section 13 Requirements for Through the Fence Operator

As stated before, minimum standards are created for the safety and security of the users of the Beverly Airport and the surrounding communities. For those reasons the BAC does not grant any commercial aeronautical activity to operate through the fence because it is felt that the security of the Beverly Airport would be compromised.

Section 14 Requirements for Commercial Provider Subleasing to Another Commercial Provider

1. Prior to finalizing an agreement, the lessee and sub-lessee shall obtain the written approval of the Owner for the business proposed. Said sublease shall define the type of business and service to be offered by the sub-lessee Operator.

2. Sub-lessee Operator shall meet all of the minimum standards established by the Owner for the categories of services to be furnished by the Operator. The Minimum Standards may be met in combination between lessee and sub-lessee. The sublease agreement shall specifically define those services to be provided by the lessee to the sub-lessee that shall be used to meet the standards.

3. Commercial Activity Fee – If a sub-lessee (or any third party) located on the lessee's premises is a commercial operation, the following procedure will apply:

- A. Within at least fourteen (14) days prior to the commencement of activity, which may be deemed a commercial operation by a third party present on the premises, Operator shall notify Owner in writing of the scope and nature of said activity.
- B. If the Owner shall determine that a commercial activity fee is applicable and shall notify the third party and the lessee of such decision and the third party shall at any time during the term of this lease or any extension hereof fail to pay said fee then the Operator agrees to:
 - a) Guarantee and make all future payments on behalf of said third party when due, or
 - b) Terminate any agreements with said third party and cause the same to vacate the premises within thirty (30) days' notice by the Owner of such failure to pay

PART V

MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

The Beverly Regional Airport Commission, in accordance with Federal Grant Assurances will make the airport available for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. However, safety of the airport is of the utmost importance and the Beverly Regional Airport Commission may limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport. Aeronautical uses that may be a safety concern due to the volume and mix of traffic at the Beverly Airport include Gliders and Powered Parachutes. Any aeronautical use that is deemed a safety concern by the Beverly Regional Airport Commission must be adequately justified and supported and in all cases the FAA is the final arbiter regarding aviation safety.

Section 1 Skydiving

1.1 Skydiving operation at the Beverly Airport must be approved by the Beverly Regional Airport Commission and comply with the following standards: FAA AC-90-66A *Recommended Standards Traffic Patterns and Practices for Aeronautical Operations at Airports Without Operating Control Towers (when the tower is not operational)*, 14 CFR Part 105, United States Parachute Association's (USPA) *Basic Safety Requirements*, and a Letter of Agreement (LOA) with the Beverly Regional Airport Commission's in regards to skydiving operations. Permission will also be required from the FAA, and additional approvals if operations will be conducted in the Boston Class B Airspace. Also due to the mix of high speed jet traffic and rotary wing activity at the Beverly Airport, the proponent, at the proponent's cost, must provide to the Beverly Regional Airport Commission a full Airport Impact Analysis. This analysis must be acceptable to the Commission, as to how the proposed skydiving operations can safely be conducted in the Beverly Airport environment. The analysis to include but not limited to: interaction with high speed aircraft, helicopters, navigation aid safety areas (localizer and glide slope critical areas, ASOS) access routes avoiding runway/taxiway safety areas and avoiding the various airport safety and obstacle free areas. The proponent must be able to show, to the Beverly Regional Airport Commission's satisfaction, that the proposed operation can be conducted in a safe manner.

Section 2 Self-Servicing Standards

2.1 The Beverly Regional Airport Commission (BAC) recognizes its responsibility as an airport proprietor to the City of Beverly of Beverly, airport users and general public to conduct and operate the airport with prudence and sound judgment for the social and economic well-being of the City of Beverly, airport users, and local environs. The Beverly Regional Airport Commission has established these standards covering the “Self-Fueling” and or “Self-Service” of aircraft on the Beverly Airport. **In accordance with the FAA advisory circular regarding Self-Service, as the proprietor of the Beverly Airport, the Beverly Regional Airport Commission reserves the right to sell fuel on the Beverly Airport either through the FBO or other entity approved by the Beverly Regional Airport Commission.**

Servicing one’s own aircraft is not an aeronautical activity that is covered by the Beverly Airport Minimum Standards. The owner of an aircraft must engage in such self-service activities as principals using their own employees and resources. An independent commercial enterprise may not be designated as the agent of the aircraft owner to service aircraft on the Beverly Airport without first having complied with the minimum standards of the Beverly Airport and having received approval from the Beverly Regional Airport Commission. The aircraft owner does not have the right to bring a third party, such as an oil company or fuel supplier, onto the airport to refuel his aircraft nor does the aircraft owner have the right to bring a third party, such as an independent mechanic, onto the airport to repair or service their aircraft unless such individuals have the permission of the Beverly Regional Airport Commission and carry Premise Liability insurance of **\$1,000,000** combined single limit, bodily injury and property damage, and Commercial aircraft liability insurance of **\$1,000,000** combined single limit bodily injury and property damage with **\$100,000** minimum per passenger, also naming the City of Beverly, Beverly Regional Airport Commission, and the Airport Manager as named additional insured.

Section 3 Compliance with Regulatory Measures, Agreements, and Permits

3.1 All entities occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity's expense, with all applicable Regulatory Measures including, without limitation, those of the federal, state, and local government and any other Agency having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport including the United States Department of Transportation, the FAA, the Commonwealth of Massachusetts, Berkshire County and the City of Beverly, and these Primary Guiding Documents; all as may be in effect and amended from time to time.

3.2 No existing or future Agreement or Permit, nor any payment or performance required there under, shall excuse any entity from full and complete compliance with these Primary Guiding Documents.

3.3 Compliance with these Primary Guiding Documents shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the Beverly Regional Airport Commission under any existing Agreement or Permit.

Section 4 Conflicting Regulatory Measures, Agreements, and Permits

4.1 If a provision of these Primary Guiding Documents is found to be in conflict with any other provision of these Primary Guiding Documents, a provision of any Regulatory Measure, or a provision of an existing Agreement or Permit (if provided for in the Agreement or Permit) or future Agreement or Permit, the provision that establishes the higher or stricter standard shall prevail.

4.2 It is not the intent of these Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these Primary Guiding Documents.

Section 5 Fines

5.1 Entities shall have the responsibility to pay any fine or penalty levied against the entity, by the Airport, the City of Beverly, the Airport Commission, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.

5.2 If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

Section 6 Subordination

6.1 These Primary Guiding Documents are subject and subordinate to the provisions of any existing or future agreements between the Beverly Regional Airport Commission and the Commonwealth of Massachusetts or the United States pertaining to the operation, management, planning, and development of the Airport and are specifically subordinated to, and to be construed as in accordance with, the Airport Assurances.

Section 7 Enforcement

7.1 The Beverly Regional Airport Commission shall be responsible for enforcement of these Primary Guiding Documents.

7.2 The Airport Manager is empowered to require compliance with and enforce these Primary Guiding Documents.

7.3 Any entity who violates, disobeys, omits, neglects, or refuses to comply with these Primary Guiding Documents or any lawful order issued pursuant thereto may be cited, removed from the Airport, denied the 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 Beverly Regional Airport Commission including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

7.4 In the event an entity fails to comply with these Primary Guiding Documents, the Airport Manager shall send a written statement of violation to such entity at its last known address. The entity shall have 10 days within which to provide a statement to the Airport Manager explaining why the violation occurred and to advise the Airport Manager that the violation has been corrected. If not corrected, the Airport Manager, after consultation with the Chairman of the Airport Commission, has the right to revoke the entity's privileges at the Airport or may suspend the operations for such period of time as is deemed necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered in renewing the entity's application. The entity shall pay for any costs incurred by the Beverly Regional Airport Commission, including but not limited to attorney fees, under this paragraph.

7.5 Violation of these Primary Guiding Documents may also or alternatively result in revocation of Apron access or use privileges, termination of any Agreement or Permit, denial of use of the Airport, and/or prosecution under the applicable Regulatory Measure.

7.6 Any person denied use of the Airport due to a violation of these Primary Guiding Documents may only use the Airport for the purpose of enplaning or deplaning (as a passenger) Aircraft using the Airport.

7.7 Unless otherwise specified in these Primary Guiding Documents, parties aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Beverly Regional Airport Commission within 10 days after

such decision is issued.

7.8 The decision of the Beverly Regional Airport Commission on such appeal shall be final.

Section 8 Rights Reserved

8.1 In addition to the following rights and privileges, the Beverly Regional Airport Commission reserves the rights and privileges outlined under Federal and/or State Airport Assurances as such rights and privileges may be amended from time to time.

8.2 The Beverly Regional Airport Commission reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.

8.3 The Beverly Regional Airport Commission further reserves the right to designate specific Airport areas for Activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. 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, orderly, and efficient use of the Airport.

8.4 The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or Improvements to specific uses and/or development. It is the policy of the Beverly Regional Airport Commission that any use, occupancy, 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, orderly, or efficient use of the Airport. While the Beverly Regional Airport Commission may consider making application to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in these Primary Guiding Documents shall require or obligate the Beverly Regional Airport Commission to make such application.

8.5 The Beverly Regional Airport Commission reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems necessary. The Beverly Regional Airport Commission will provide advance notice of the date and time that such development, improvements, and/or repairs will be made. The Airport Commission shall not be obligated to reimburse or compensate any Operator, Sub lessee, or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.

8.6 The Beverly Regional Airport Commission reserves the right to prohibit any entity from using the Airport or engaging in Activities at the Airport (and/or revoke or suspend any privileges granted to any entity) upon determination by the Airport Commission that such Operator has not complied with these Primary Guiding Documents, applicable Regulatory Measures, directives issued by the Airport Commission, or has otherwise jeopardized the safety of entities utilizing the Airport or the land and/or Improvements located at the Airport.

8.7 The Beverly Regional Airport Commission *reserves* the right to lease the Airport or portions thereof during war or national emergency to the United States government for military use. If such lease is executed, the provisions of such lease including, without limitation, the Beverly Regional Airport Commission's obligations and the Operator's obligations, to the extent they are inconsistent with said lease, shall be suspended.

8.8 The Beverly Regional Airport Commission will not enter into an Agreement or Permit that will require the Beverly Regional Airport Commission to relinquish the right to take any action the Beverly Regional Airport Commission considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent an entity 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.

8.9 The Beverly Regional Airport Commission will not enter into an Agreement

or Permit that requires the Beverly Regional Airport Commission to waive any sovereign, governmental, or other immunity to which the Beverly Regional Airport Commission may be entitled nor shall any provision of any Agreement or Permit be so construed or that would require the Beverly Regional Airport Commission to submit to the laws of any state other than those of the Commonwealth of Massachusetts.

8.10 The Beverly Regional Airport Commission is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator.

8.11 While the Beverly Regional Airport Commission may choose to pursue federal, state, or other available funds to contribute to the development, it is under no obligation to do so. In addition, the Beverly Regional Airport Commission is under no obligation to provide matching funds if required to secure such funding.

8.12 The Beverly Regional Airport Commission reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the City of Beverly to preserve the assets of the City of Beverly, protect the safety of the people who work at and use the Airport, and maintain the integrity of the Airport Commission's mission (purpose), vision, and values for the Airport.

Section 9 Severability

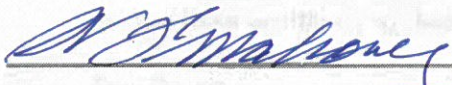
9.1 If one or more clauses, sections, or provisions of these Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Primary Guiding Documents.

9.2 If the application of any sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases of these Primary Guiding Documents, or any part thereof, to any Leased Premises, Improvement, Sign, other structure, or parcel of land is found to be invalid or ineffective in whole or in part by any Agency or court of competent jurisdiction, the effect of such decision shall be limited to the Leased Premises, Improvement, sign, other structure, parcel of land, or situation immediately involved in the controversy, and the application of any such sections, subsections, subdivisions, paragraphs, sentences, clauses, provisions, or phrases to other Leased Premises, Improvement, sign, other structure, parcel of land, or situations shall not be affected.

9.3 This section shall apply to every portion of these Primary Guiding Documents as they have existed in the past, as it now exists and as it may exist in the future, including all modifications thereof and additions and amendments thereto.

**PART VI
SIGNATURE PAGE**

These Minimum Standards are approved by the Beverly Regional Airport Commission and take effect upon signature of the Administrator, Massachusetts Department of Transportation, Aeronautics Division and the Manager, Airports Division, Federal Aviation Administration, New England Region.

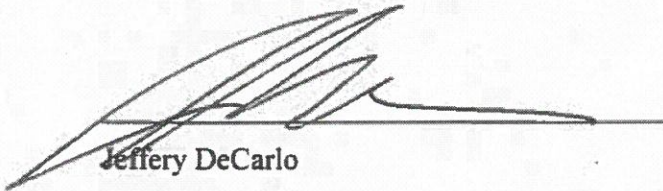


William Mahoney

Chairman

Beverly Regional Airport Commission

Date: 8/9/17



Jeffery DeCarlo

Administrator

Massachusetts Department of Transportation

Aeronautics Division

Date: 7/31/2017