



Rhode Island Airport Corporation

**Minimum Standards
For
Commercial Aeronautical
Service Providers**

Effective Date July 1, 2021

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FOREWORD

The Rhode Island Airport Corporation (RIAC), acting by virtue of the powers granted it by the General Laws of the State of Rhode Island, Title 1, Chapters 1 through 8; Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, as amended; and amendments thereto, hereby establishes these Minimum Standards for Commercial Aeronautical Service Providers (Minimum Standards) for the Rhode Island State Airports. These Minimum Standards shall be incorporated in all Commercial Aeronautical Service Provider written agreements.

RIAC reserves the right to amend these Minimum Standards as may be necessary or desirable to improve the quality of services at the Airports, to enhance competition, when deemed to be in RIAC's best interest or the public's best interest, or when necessary to comply with FAA, Transportation Security Administration (TSA), or other governmental regulations.

If any section, subsection, sentence, clause, or phrase of these policies and procedures is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, then such decision shall neither affect nor impair any of the remaining provisions.

The President & Chief Executive Officer of RIAC or his/her designees are authorized to act for RIAC in connection with the enforcement of all policies and procedures contained herein.

SECTION 1
GENERAL STATEMENT OF POLICY

- A. The Rhode Island Airport Corporation (RIAC), as the operator and sponsor of the Rhode Island State Airports (Airports), in order to encourage and ensure the provision of adequate aeronautical services and activities at and from the Airports, the economic health of the Airports, and the orderly redevelopment and further development of aeronautical and related support facilities at the Airports, has established these Minimum Standards for Commercial Aeronautical Service Providers (Minimum Standards) at the Airports. Notwithstanding the provisions herein, each Operator providing commercial aeronautical services to the public at one or more of the Airports shall conduct its business and activities on and from its premises in a safe and professional manner consistent with all Federal Aviation Administration (FAA) standards and applicable federal, state, and local laws and regulations.
- B. It is the intent and policy of RIAC to operate and develop the Airports as public-use aviation facilities serving all facets of aviation, consistent with their roles established in the National Plan of Integrated Airport Systems (NPIAS). The Airports are publicly owned and operated and are therefore subject to certain federal obligations that require RIAC to operate the Airports in a financially self-sufficient manner and to make available to any Entity the opportunity to engage in commercial aeronautical activities at the Airports that satisfy a demonstrable need and that meet the Minimum Standards as established, adopted, and revised by RIAC. It shall be the policy of RIAC that any Entity wishing to provide commercial aeronautical services to the public or conduct special commercial aeronautical activities as defined herein shall be given equal opportunity to compete without unjust discrimination for the use of available Airport facilities pursuant to FAA Airport Improvement Program (AIP) Grant Assurance 22 Economic Nondiscrimination. RIAC has established these Minimum Standards for the Airports with the intent of providing fair and reasonable rules to govern the conduct of commercial aeronautical activity at the Airports.
- C. These Minimum Standards establish the threshold entry requirements for those Operators wishing to engage in commercial aeronautical activities at the Airports; they were developed in accordance with FAA Advisory Circular (AC) 150/5190-7, *Minimum Standards for Commercial Aeronautical Activities*, dated August 28, 2006.
- D. Commercial aeronautical activities not addressed in the Minimum Standards are to be addressed by RIAC on a case-by-case basis in the Operator's written agreement.
- E. Subject to applicable orders, certificates, or permits of the FAA or its successor, no Entity shall use RIAC property for a revenue-producing commercial aeronautical activity to serve the public who has not first complied with these

Minimum Standards, the Airport Leasing Policy (Leasing Policy), and the rules and regulations and entered into a written agreement with RIAC.

- F. RIAC may, in its sole discretion, waive all or any portion of these Minimum Standards set forth herein for the benefit of any government or governmental agency performing nonprofit public services to the aircraft industry, responding to natural disasters, or performing fire prevention or firefighting operations. RIAC also may waive any of these Minimum Standards for non-governmental Entities when it deems such waiver to be in the best interest of RIAC and the public, and such waiver will not result in unjust discrimination against similarly situated aeronautical users and/or service providers. Consistency with FAA AIP Grant Assurances and the FAA's Airport Revenue Use Policy is to be considered by RIAC when reviewing a possible waiver of all or any portion of these Minimum Standards.
- G. It is the intent of RIAC to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish its goals and promote successful commercial business operations at the Airports.
- H. All existing Operators shall become subject to the then-current Minimum Standards upon the modification, amendment, extension, or renewal of an existing agreement.
- I. The establishment of these Minimum Standards does not alter RIAC's proprietary exclusive right to engage in the delivery of aeronautical services/activities as it may deem at its sole discretion to be prudent and appropriate.

SECTION 2 DEFINITIONS

For the purposes of these Minimum Standards, the following definitions shall apply:

- A. **Aeronautical Activities or Services** means any activity or service conducted on RIAC property that involves, makes possible, or is required for the operation of aircraft, or that contributes to or is required for the safety of aircraft operations. The following services/activities commonly conducted on airports are aeronautical activities within this definition: charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising, air ambulance services, surveying, aircraft sales and transactional services, sale of aircraft fuel, repair and maintenance of aircraft, sale of aircraft parts, and any other activities that, because of their direct relationship to the operation of an aircraft, can appropriately be regarded as an aeronautical activity.
- B. **Agreement** means a written contract, executed by RIAC and an Operator, and enforceable by law, specifying the terms and conditions under which the Operator may conduct commercial aeronautical activities on RIAC property. Such agreements generally will recite the terms and conditions under which the activity will be conducted on RIAC property, including the term of the agreement; rents, fees, and charges to be paid by the Operator; and the rights and obligations of the respective parties. The following terms may be substituted for the term *agreement* as used in these Minimum Standards: agreement, aeronautical activity permit, lease, lease and operating agreement, temporary access agreement, written agreement, or concession agreement.
- C. **Aircraft** means a device that is used or intended to be used for flight in air. Examples of aircraft include airplane, sailplane, glider, rotorcraft (helicopter, gyrocopter, or auto gyro), unmanned aerial vehicles, balloon, and blimp.
- D. **Aircraft Fuel** means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine in an aircraft.
- E. **Aircraft Fueling Vehicle** means any vehicle used for the transportation, delivery, and dispensing of aircraft fuel.
- F. **Aircraft Movement Area** means that portion of RIAC property used or intended to be used for landing, taking off, or surface maneuvering of aircraft, including the hangar and cargo areas and aircraft parking aprons.
- G. **Airplane Design Group (ADG)** means an FAA-designated grouping of aircraft based upon wingspan. The groups are as follows:

1. Group I: up to but not including 49 feet
 2. Group II: 49 feet up to but not including 79 feet
 3. Group III: 79 feet up to but not including 118 feet
 4. Group IV: 118 feet up to but not including 171 feet
 5. Group V: 171 feet up to but not including 214 feet
 6. Group VI: 214 feet up to but not including 262 feet
- H. **Leasing Policy** means the policies and procedures, established, and amended by the President & Chief Executive Officer (CEO), that govern the leasing of RIAC property to ensure the safe, orderly, fair, and efficient use of the Airports.
- I. **Airport Layout Plan (ALP)** means the FAA-approved scaled drawings depicting the existing physical layout for each of the Airports and the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, and allocation of Airport land or improvements to specific uses or development. The ALP shall be occasionally amended by RIAC to reflect changes in development and infrastructure for each of the Airports.
- J. **Aircraft Operations Area (AOA)** means a portion of an airport, specified in an Airport Security Plan, in which security measures specified in Title 49 Code of Federal Regulations (49 CFR) are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas for use by aircraft regulated under 49 CFR Parts 1542, 1544, and 1546, as well as any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. Except for passengers enplaning or deplaning aircraft, the general public is prohibited from the AOA unless escorted by an authorized employee of RIAC or the lessee. The general public is also prohibited from all other areas of the Airport posted as being a restricted area.
- K. **Airport Security Plan** means the TSA-approved document, including any amendments or revisions thereto, that governs Airport security.
- L. **Board of Directors** means the seven-member board appointed by the Governor of Rhode Island tasked with the responsibility of governing RIAC.
- M. **Commercial Aeronautical Activity** means any ongoing activity conducted at, on, from, or in conjunction with RIAC property intended to result in monetary gain to the Entity conducting such activity, as defined in these Minimum Standards: A commercial aeronautical activity also includes any third party or contract employee engaged in the performance of an aeronautical activity for compensation or hire at the Airports who is not an employee of a fixed-base

operator (FBO) or a Specialized Aviation Service Operator (SASO). For purposes of this definition, commercial purposes refers to the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any Entity for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

- N. **Entity (or Entities)** means a person; firm; partnership; limited liability company (LLC); or corporation; proprietorship, association, or group; and includes any authorized trustee, receiver, assignee, or other similar representative of the previously noted business organizations.
- O. **Environmental Laws** means and includes all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions interpreting, relating to, regulating, or imposing liability (including response, removal, remediation, and damage costs) or standards of conduct or performance relating to industrial hygiene; occupational, health, and/or safety conditions; environmental conditions; or exposure to, contamination by, or cleanup of any and all hazardous materials, including, without limitation, all federal or state or environmental cleanup statutes and the following specific laws: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S. Code [U.S.C.]; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. 9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. 2061 et seq.); (v) the Clean Water Act (33 U.S.C. 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. 349; 42 U.S.C. 201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. 4321); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C.; 29 U.S.C.; 33 U.S.C., and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. 1101 et seq.).
- P. **FAA** means the Federal Aviation Administration.
- Q. **Facility** means all RIAC-approved building(s), related site improvements, and other improvements, financed and constructed by the Operator on RIAC property, including, without limitation, structures, buildings, facilities, hangars, aircraft taxiways, aircraft taxiway markings, aircraft taxiway lighting, aircraft aprons and tiedowns, ramps, fencing, access control, lighting, automobile parking, and all utility infrastructure and connections, all as may be applicable and as may be required.

- R. **FBO** means any Entity duly licensed and authorized by written agreement with RIAC to operate, under strict compliance with such agreement and pursuant to these Minimum Standards, to offer aeronautical services to the public at the Airport as set forth in Section 8 of these Minimum Standards.
- S. **Fuel Storage Area** means any portion of RIAC property designed temporarily or permanently by RIAC as an area in which aircraft fuel, motor vehicle fuel, or any other type of fuel or fuel additive may be stored.
- T. **Fueling or Fuel Handling** means the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from fuel storage areas, aircraft, vehicles, or equipment.
- U. **General Aviation** means all phases of aviation other than military aviation and scheduled or non-scheduled commercial air carrier operations.
- V. **Market Rent**¹ means the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements.
- W. **Minimum Standards** means these Minimum Standards for providing aeronautical services to the public, as adopted by the President & CEO, and occasionally amended.
- X. **Operator** means either a FBO or a SASO, as applicable, or RIAC, when performing a commercial aeronautical activity, unless the context clearly indicates another meaning.
- Y. **Person** means any individual, corporation, partnership, association, company, business, trust, joint venture, or other legal entity.
- Z. **Personnel** means persons who are employees of an Operator or who are contractually obligated to render services to the public on behalf of an Operator.
- AA. **Premises** means the leasehold area on RIAC property granted to a lessee by RIAC and consisting of land and associated facilities.
- BB. **President & CEO** means the individual employed and authorized by the Board of Directors to be the CEO of RIAC, or the person authorized by the President & CEO to act for or on behalf of the President & CEO, with respect to any particular matter.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th edition, January 1, 2010, pp. 121–122.

- CC. **RIAC or Corporation** means a public corporation, governmental agency, and public instrumentality, established pursuant to the provisions of Title 42, Chapter 64 of the Rhode Island General Laws (the Act), which owns and operates the Airports.
- DD. **Airports** means T.F. Green Airport (PVD), North Central State Airport (SFZ), Quonset State Airport (OQU), Block Island State Airport (BID), Newport State Airport (UUU), and Westerly State Airport (WST).
- EE. **RIAC Property** means the land, and developments thereon, either held in fee simple or by leasehold by the RIAC at and upon the Airports.
- FF. **Rules and Regulations** means the policies, procedures, and regulations established and amended occasionally by the President & CEO to govern the safe, orderly, and efficient use of the Airports.
- GG. **Shall** always is mandatory and not merely directory.
- HH. **Space** means the volume of land and existing facilities measured in acres or square feet.
- II. **SASO (Special Aviation Service Operators)** means a commercial aeronautical activity or any entity that provides any one or more of the services listed in Section 9 of these Minimum Standards.
- JJ. **Term** means a period of time in which an agreement is in force.
- KK. **TSA** means the Transportation Security Administration.

SECTION 3
EXCLUSIVE RIGHTS

- A. The granting of an exclusive right to provide aeronautical services at an airport on which federal funds have been expended is forbidden by federal law. An exclusive right is a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. RIAC will not grant any such special privilege or monopoly in the use of RIAC property.

- B. The presence on RIAC property of only one Operator engaged in a particular aeronautical service(s) will not, in and of itself, indicate that an exclusive right has been granted. In accordance with Grant Assurances 22, *Economic Nondiscrimination*, and 23, *Exclusive Rights*, RIAC will not enter into or promote any understanding, commitment, or express agreement to exclude other reasonably qualified Operators. Accordingly, those who desire to enter into an agreement with RIAC to engage in an aeronautical activity should neither expect nor request RIAC to exclude others who desire to engage in the same or similar activities. The opportunity to engage in an aeronautical activity shall be made available to those meeting reasonable qualifications and standards relevant to such activity and as space may be available at each of the Airports for such an activity.

SECTION 4
GENERAL REQUIREMENTS

- A. Each Operator shall meet or exceed the requirements of this section, as well as the standards applicable to the Operator's activities on RIAC property.
- B. Each Operator shall demonstrate, to the satisfaction of RIAC, that they are capable of consistently providing the proposed commercial aeronautical activity or activities in a safe, secure, efficient, prompt, courteous, and professional manner for a fair and reasonable price. This includes, but is not necessarily limited to, demonstrating that the Operator's aviation/business background and experience is appropriate for the proposed commercial aeronautical activities and that the Operator has the resources to realize its business objectives.
- C. Each prospective Operator shall provide evidence, satisfactory to RIAC, of its financial responsibility. The prospective Operator shall also demonstrate financial capability to initiate operations, to construct proposed improvements, and to provide working capital to carry on the contemplated business.
- D. No Operator shall engage in any type of commercial aeronautical activity or service without first obtaining a written agreement from RIAC authorizing such commercial aeronautical activity. Agreements shall include all provisions required by law and obligations placed upon RIAC by all federal and state agencies and any other contracting provisions required by RIAC.
- E. Each Operator shall pay RIAC market rent, fees, and charges based upon the scope of the commercial aeronautical activity being provided to the public.
- F. Operators shall comply with applicable federal, state, and local laws and all rules, regulations, orders, certificates, or permits required by the FAA, TSA, RIAC, the Environmental Protection Agency (EPA), environmental laws, local fire regulations, and any other federal, state, or local agencies and successors having jurisdiction over the Airports and the activities at the Airports, as may currently exist, be developed in the future, or be modified from time to time. Operators shall immediately report to RIAC all violations of applicable federal, state, and local laws, rules, regulations, orders, certificates, or permits whether caused by Operator, or their employees, tenants, customers, guests, or agents including but not limited to Sections 5.3.6, 3.9, and 5.3.7 of the Rules and Regulations related to the careless and/or reckless acts and unauthorized entry onto an AOA. Operators shall further immediately notify RIAC of any unauthorized use of RIAC property for non-aeronautical purposes by employees, tenants, customers, guests, or agents.
- G. Each Operator shall conduct its business in a lawful and sanitary manner including the timely handling and disposal of all solid waste, regulated waste, and other materials. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted upon RIAC property.

- H. Each Operator shall, at its sole expense, provide and maintain all equipment and facilities of the Operator, or facilities leased from RIAC, and shall provide the required services and level of performance as set forth herein.
- I. Each Operator shall, at its sole expense, be responsible for the prompt and thorough removal of snow and ice from all premises, or under the exclusive control of the Operator, to areas at the Airport designated by RIAC for the placement of snow and ice.
- J. Each Operator shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users who wish to avail themselves of the Operator's services. Each Operator shall maintain and operate its business in a first-class manner and shall at all times keep its premises in a safe, clean, and orderly condition, consistent with the business activity contemplated hereunder and the reasonable satisfaction of RIAC.
- K. Each Operator shall provide a standard of service that is at least as high as that which is typical and customary of providers at similarly situated airports. Such standard of service shall include, without limitation, providing equal and responsive service to all users and customers.
- L. Each Operator shall follow all applicable security regulations and requirements established by the federal, state, and local governments and shall abide by all the applicable provisions of the Airport Security Plan, as amended from time to time. Operators at T.F. Green Airport, a commercial service airport, are additionally required to abide by the applicable provisions of the Airport Emergency Plan, including participation in emergency planning processes and exercises as may be required by RIAC. RIAC reserves the right to require that principal officers of an Operator, regardless of level of involvement in the actual operation of the business, and any employee, customer, contractor, or sublessee of the Operator submit to a Security Threat Assessment (STA) and/or criminal history records check (CHRC), including fingerprinting, at the expense of the Operator, dependent upon which area of the airfield or facility direct, unescorted access is required. RIAC may exclude an individual from RIAC property or suspend the authority of an Operator to conduct business at the Airport if the results of the STA and/or CHRC indicate that the individual poses a threat to the Airport, local community, state, or nation.
- M. Each Operator shall lease from RIAC, or provide under terms agreeable to RIAC, for its exclusive use, sufficient property for the services to be offered as set forth in the Leasing Policy, these Minimum Standards, or otherwise, as required by RIAC for the type of services to be offered. Said facility will provide sufficient, adequate, and properly lighted and conditioned space for work areas, office spaces, storage, and a public waiting area that includes access to indoor restroom facilities and public Wi-Fi. Upon the written approval of RIAC, the minimum leasehold/acreage required for each aeronautical service/activity

described herein may be combined where reasonable and practical for an Operator desiring to engage in more than one aeronautical service/activity.

- N. Unless permitted by an existing agreement between RIAC and an Operator, no building, structure, tiedowns, ramps, paving, aircraft taxi areas, or other improvements or additions to the Airport shall be altered, removed, placed, or constructed on the Airport without the written prior approval of RIAC.
- O. Construction of any new Airport facilities or redevelopment of existing facilities shall be subject to the Leasing Policy and all federal, state, and local rules and regulations, including local fire code, zoning, and building regulations.
- P. Each Operator shall provide a sufficient number of properly certificated, rated, and/or trained personnel to carry out their assigned duties for each service provided. Multiple responsibilities may be assigned to personnel to meet the requirements set forth herein. Where more than one activity is being provided by an Operator, multiple uses can be made of aircraft, except aerial applicator (agricultural) aircraft and those aircraft designated as exclusive use by FAA regulations.
- Q. Each Operator shall make its services available to the public in accordance with the operating schedule described herein for each activity being provided.
- R. Subject to existing agreements between RIAC and the Operator, if any, each prospective Operator shall demonstrate to RIAC's satisfaction evidence of its ability to acquire and maintain sufficient insurance coverage as set forth by RIAC for each particular type of commercial aeronautical activity and as provided below:
 - 1. Applicable insurance, including comprehensive general liability insurance covering the Operator and RIAC against all legal liability for injures to persons (including wrongful death) and damages to property caused by the Operator's use and occupancy of RIAC property or otherwise caused by the Operator's activities or operations, shall be in force during the period of any construction of the Operator's facilities and/or prior to the Operator's entry upon the Airport for the conduct of business. Each Operator shall also maintain fire, casualty, pollution liability, cyber liability, business interruption (in sufficient amounts to enable the Operator to meet its rent obligations), flood, and other appropriate types of coverage with insurers acceptable to RIAC, in such amounts as are acceptable to RIAC, including hazard and extended coverage for all leasehold improvements (including building, parking lot, and utilities), chattels, furniture, fixtures, machinery, and equipment located within the Operator's premises.
 - 2. Each Operator shall furnish evidence of compliance with the applicable law with respect to worker's compensation and unemployment insurance. The insurance company, or companies, writing the required policy, or policies, shall be qualified and licensed to transact business in the State of Rhode Island.

3. All insurance that the Operator is required to carry and keep in force shall include RIAC, and the State of Rhode Island, their respective officers, agents, and employees as named additional insured parties, as well as a waiver of subrogation in favor of RIAC.

4. Each Operator shall furnish evidence of compliance with this requirement to RIAC with proper certification that such insurance is in force and will furnish additional certification as evidence of changes in insurance not less than 10 days prior to any such changes, if the change results in a reduction of coverage, and not more than 5 days after such change if the change results in an increase in coverage.

Where more than one aeronautical service is proposed, the minimum limits will vary, depending upon the nature of individual services, but will not necessarily be cumulative in all instances. For example, if three activities are chosen, it would not be necessary for an Operator to carry insurance policies providing the combined total of the minimum limits for each type of operation; however, if one of the selected activities required passenger liability coverage or hangar keeper's liability not required in either of the other two categories, then the Operator would be required to provide insurance on the applicable exposures. As a further example, the minimum limit of property damage on a combination of activities would be the highest minimum limit stated in the grouping chosen. Because of these variables, the applicable minimum insurance coverage on combinations of services will be discussed with the prospective Operator following the submission of their Statement of Interest.

- S. Each Operator shall, to the fullest extent permitted by law, defend, indemnify, and hold RIAC and the State of Rhode Island, their respective officers, directors, employees, agents, affiliates, successors, and assigns harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages, or liabilities, of every kind and character, whether in law or in equity, including, without limitation, costs of investigations, reasonable attorneys' fees, expert witness fees, and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, arising out of or otherwise caused by, directly or indirectly, or in any way related to: (i) any failure by the Operator to perform its obligations in accordance with the terms and conditions of its agreement; (ii) any other breach by the Operator of the terms and conditions of its agreement; or (iii) the acts or omissions of the Operator, or any of its officers, directors, employees, agents, suppliers, business visitors, or guests, in, on, or about RIAC property or in any way related to its agreement. Operator's indemnification obligations under its agreement (in whole or in part) shall not apply to a willful, or reckless act of RIAC or its officers, directors, employees, or agents. For avoidance of doubt, Operator shall not be relieved of the indemnification obligation under its agreement for anything other than a willful or reckless act of RIAC, including without limitation ordinary negligence. The Operator shall give RIAC prompt and timely notice of any claim

made or proceeding instituted that in any way, directly or indirectly, contingently or otherwise, affects or might affect RIAC, and RIAC shall have the right to control, at the Operator's expense, the defense of such claim or proceeding to the extent of RIAC's own interests. Each Operator's indemnity and defense obligations shall survive the expiration or sooner termination of its agreement.

- T. Each Operator shall comply with applicable environmental laws and other applicable environmental regulations as may be required by the State of Rhode Island or adopted and/or amended by RIAC.

SECTION 5
STATEMENTS OF INTEREST TO OFFER COMMERCIAL AERONAUTICAL SERVICES TO THE PUBLIC

- A. Any Entity desiring to offer commercial aeronautical services to the public on RIAC property shall make a written Statement of Interest to RIAC for such permission prior to performing such commercial aeronautical services on RIAC property.
- B. Statements of Interest materials shall consist of all information specified in these Minimum Standards, the Leasing Policy, if applicable, and all documentation deemed necessary by RIAC for a full and complete analysis of the Entity's qualifications and the benefit that will accrue to the aviation public from the Entity's proposed use of RIAC property.
- C. RIAC, in its sole discretion, shall determine whether the Entity meets these Minimum Standards, the Leasing Policy, and qualifications as herein set out and whether such Entity should be granted an agreement in whole or in part and, if so, upon what terms and conditions.
- D. Each Entity shall be solely responsible for satisfactorily providing to RIAC their respective experience, technical ability, and financial responsibility, including the capability to meet the insurance requirements as stated herein.

SECTION 6
PROCESS FOR CONSIDERATION OF STATEMENTS OF INTEREST TO OFFER
COMMERCIAL AERONAUTICAL SERVICES TO THE PUBLIC

A Statement of Interest shall be made to RIAC for permission to provide a commercial aeronautical activity to the public on RIAC property. Statements of Interest shall be in writing and in sufficient detail to discern the complete qualifications of the Entity to perform the proposed commercial aeronautical activity or activities and shall include, at a minimum, the following:

- A. A description of the proposed commercial aeronautical activity or activities including:
1. The name, address, electronic mail address, and telephone number of the primary point of contact for the Entity;
 2. The names and addresses of all management and supervisory personnel, all officers, and directors (if a corporation) and all persons owning, holding, and/or controlling any equity interest, voting rights, or debt of the Entity;
 3. A detailed description of the proposed commercial aeronautical activity or activities, including the proposed date of commencement of the service(s), proposed hours of operation, and proposed schedule of fees and charges therefor;
 4. The proposed structure and amounts of rent and/or revenue to be provided to RIAC;
 5. A map to scale of the amount, configuration, and location of property requested or desired to be occupied;
 6. The size and position of the space to be occupied and the proposed design and terms for the construction of any space and the ownership, leasing, or subleasing thereof;
 7. Descriptions and cost estimates of any proposed capital improvements required to conduct the proposed commercial aeronautical activity or activities, including the Entity's proposed method for financing the same;
 8. The number, type, and basing of aircraft proposed to be provided (as applicable) and/or a detailed description of all equipment and facilities to be provided;
 9. The number of persons proposed to be employed (including the names and qualifications of each person), whether the employees will be Airport-based (full-time, part-time, or seasonal) or transient, and the certifications required, if any, for each person to provide a proposed commercial aeronautical activity or activities;

10. An organizational chart listing the number of positions and staff to be assigned to the Airport, including the professional and technical qualifications of personnel who will manage and/or operate the proposed business; and

11. The types and amounts of insurance coverage to be maintained, as required by RIAC.

- B. A cash flow and a profit and loss projection for the first 5 years of the proposed commercial aeronautical activity or activities, a 3-year historical profit and loss statement, if applicable, and current (within 60 days) balance sheet, all compiled by a licensed Rhode Island Certified Public Accountant. The foregoing information must be presented in a form satisfactory to RIAC and will be reviewed and approved/disapproved by RIAC in its discretion. RIAC shall consider financial statements in evaluating the Entity's financial ability to provide responsible, safe, and adequate service to the public. Information presented in this subsection will be kept confidential by RIAC to the extent provided by law.
- C. A written listing of the assets owned, leased, or being purchased that will be used in the business on RIAC property. Copies of any relevant leases or purchase contracts shall be attached.
- D. Copies of all licenses and permits required by federal, state, and/or local law for the conduct of the proposed business, including licenses and permits required for any personnel who will manage or operate the business or who will perform any services in connection with the proposed business.
- E. A statement of the Entity's past experience in the specified services applied for, including resumes of management and supervisory personnel directly responsible for the proposed operation, together with business, financial, and managerial references. The foregoing information must be presented in a form satisfactory to RIAC and will be reviewed and approved/disapproved by RIAC in its discretion. Information presented in this subsection will be kept confidential by RIAC to the extent provided by law.
- F. A description of the history of the business entity of the Entity, including a listing of all persons holding ownership, control, management, supervisory, or financing debt interest. Information presented in this subsection will be held confidential to the extent provided by law.
- G. Evidence in a form acceptable to RIAC of the Entity's ability to supply a performance bond in the amount equal to 10 percent of the annual rental and/or fees established and agreed upon for conducting the commercial aeronautical activity or activities to be provided (cash may be deposited in lieu of a performance bond) and the required insurance.
- H. A written acknowledgement that the Entity will execute such forms, releases, or discharges as may be required by the FAA and all aviation or aeronautic

commissions, administrators, or departments of all states in which the Entity has engaged in aviation business. The Entity further authorizes the release of information in their files relating to the Entity or its current or proposed operation.

- I. The Statement of Interest shall be signed and submitted by the owner of the business, if a sole proprietorship; every partner if a partnership; every member if an LLC; and the President or CEO if a corporation.
- J. The Entity shall agree to provide any additional information and material necessary or requested by RIAC to establish to the satisfaction of RIAC that the Entity can qualify and will comply with these Minimum Standards.

SECTION 7
ACTION ON STATEMENTS OF INTEREST TO OFFER COMMERCIAL
AERONAUTICAL SERVICES TO THE PUBLIC

Upon receipt of a completed Statement of Interest, along with all supporting documentation submitted in accordance with Section 6, RIAC shall review the same and, if so required, refer the matter to the Board of Directors for consideration.

RIAC may deny any Statement of Interest if, in its sole opinion, any one or more of the following are found:

- A. The Entity does not meet the qualifications, standards, and requirements established by these Minimum Standards.
- B. The Entity's proposed operation will create a safety hazard on RIAC property.
- C. The granting of the requested agreement in the Statement of Interest will require RIAC to spend funds, supply labor or materials in connection with the proposed operation, or the operation is expected to result in a financial loss to RIAC.
- D. The Entity does not meet the requirements of the Leasing Policy.
- E. Inappropriate, inadequate, or insufficient space exists to accommodate the entire commercial activity or activities of the Entity at the time of the Statement of Interest, or no available RIAC property suitable for construction of buildings and facilities exists to accommodate the entire commercial activity or activities of the Entity at the time of the Statement of Interest.
- F. The development or construction on the Airport necessary to accommodate the proposed business does not comply with the most current FAA-approved ALP for the Airport.
- G. The development or use of the area requested by the Entity will result in congestion of aircraft or buildings or will result in unduly interfering with the operations of any then-existing commercial aeronautical activity or activities on RIAC property.
- H. The Entity has either intentionally or unintentionally misrepresented or omitted any pertinent information in the Statement of Interest or in supporting documents.
- I. The Entity has a record of violating the rules and regulations of the Airport or of any other airport, FAA regulations, or any other federal, state, or local statutes, laws, rules, or regulations.
- J. The Entity has defaulted in the performance of any agreement with RIAC or other airport(s).

- K. The Entity does not, in the opinion of RIAC, exhibit adequate financial responsibility to undertake the commercial activity or activities based upon financial information provided.
- L. The Entity cannot provide acceptable surety in the amount required by RIAC.
- M. The Entity cannot provide a performance bond or applicable insurance in the amounts and types required by RIAC for that commercial aeronautical activity or activities.
- N. The Entity has been convicted of any felony or of a misdemeanor involving moral turpitude.
- O. The Entity has requested terms of an agreement that are below the minimum requirements contained in these Minimum Standards or has requested to pay fees, rates, and charges that are below market rent.
- P. The proposed commercial aeronautical activity, activities, or resulting facility proposed to be constructed by the Entity are not in the best interest of the Airports or the public.
- Q. The Entity does not, in the opinion of RIAC, possess the experience or training necessary to undertake the commercial activity based upon the Entity's Statement of Interest and corresponding RIAC review of said material.

SECTION 8
REQUIREMENTS AND STANDARDS FOR FIXED-BASE OPERATORS

- A. **Scope of Services.** FBOs shall provide the following comprehensive range of services to both personal and business, local and itinerant, and users/pilots operating single and multiengine reciprocating, turboprop, and jet aircraft, as applicable:

Service	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Jet A Fuel	Required	Required	Required	Required	Required	NA
100LL Fuel	Required	Required	Required	Required	Required	NA
Line Service	Required	Required	Required	Required	Required	Required
Deice	Required	Required	Optional	Optional	Required	NA
Disabled Aircraft Assistance	Required	Required	Required	Required	Required	Required
Customer Service	Required	Required	Required	Required	Required	Required
Aircraft Maintenance	Optional	Optional	Optional	Optional	Optional	Optional
Aircraft Charter Services	Required	Optional	Optional	Optional	Optional	Optional
Aircraft Sales	Optional	Optional	Optional	Optional	Optional	Optional
Flight Training	Optional	Optional	Optional	Optional	Optional	Optional
Aircraft Rental	Optional	Optional	Optional	Optional	Optional	Optional
Hangar Storage	Required	Required	Required	Required	Required	Optional

FBOs may provide commercial aeronautical activities, either directly or by contract with a third-party SASO, with the exception of aircraft fueling, customer service, and aircraft deicing services. An FBO providing such services, either directly or through a sublease or contractor arrangement, shall comply with the Minimum Standards for the listed SASO as set forth in Section 9. An FBO is to obtain written approval from RIAC prior to subleasing or entering into a contract arrangement with a SASO for the provision of a commercial aeronautical activity or activities.

B. Minimum Standards.

1. Hours of Operation.

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	18 hours per day, daily	10 hours per day, daily	10 hours per day, (April 1 / October 31) 9 hours per day, daily (November 1 / March 31)			

FBOs may alter their business hours only upon prior written approval of RIAC. FBOs shall ensure that at least two fully trained and qualified fuel service personnel are on duty during the hours of operation to provide fuel service as applicable.

2. Premises.

Airport	Building (sq ft)	Apron (sq ft)	Auto Parking
T.F. Green	18,000	140,000	Per local building and zoning code requirements
Quonset State	25,000	150,000	Per local building and zoning code requirements
Newport State	10,000	150,000	Per local building and zoning code requirements
Westerly State	9,000	150,000	Per local building and zoning code requirements
North Central State	25,000	150,000	Per local building and zoning code requirements
Block Island State	5,000	100,000	Per local building and zoning code requirements

Building space shall be contiguous to the aircraft parking apron and meet local code requirements to accommodate a hangar, shop, equipment, and parts storage space, as well as adequate space for offices, public restrooms, and a customer lounge. Building space shall be at least equivalent to the space described above or of sufficient size to accommodate the largest General Aviation Aircraft being serviced by Operator, whichever is greater.

3. Fuel and Lubricants. FBOs shall:

- a. Provide for the sale and into-plane delivery of common and recognized brands of aircraft fuel, lubricants, and other aviation petroleum products. FBOs shall further provide, store, and dispense aviation fuel as follows: (i) Jet-A and/or 100LL octane aviation gasoline from mobile tenders for

dispensing fuel at aircraft parking / tiedown locations; (ii) one or more full-service or self-service fueling islands may be provided at the discretion of an FBO but shall be in addition to, and not a substitute for, mobile fuel tenders at PVD and OQU.

b. Provide, store, and dispense motor fuels necessary to operate ground service equipment required for commercial airline operations and/or other SASOs and FBOs on the Airports.

c. Provide and supply aviation fuel spill kits on the premises for use in the event of a release or discharge of fuel onto paved surfaces of the Airport.

d. Pay a fuel flowage fee as the same may be regularly established by RIAC for all aircraft fuels sold at the Airports.

e. Provide monthly fuel reports, including total gallons of fuel delivered to the FBO by type and category to RIAC.

f. Respond to requests for fuel within 30 minutes of receiving a request.

g. Develop and maintain an Aircraft Fuel Spill Prevention, Countermeasures, and Control (SPCC) Plan, a copy of which shall be provided to RIAC no later than 30 days prior to commencing fueling operations and anytime the SPCC Plan is updated.

4. **Aircraft Fuel Storage Areas.** FBOs shall lease or build and install, maintain, and manage a fuel storage area consisting of underground storage tanks (USTs) or aboveground storage tanks (ASTs) with a minimum aggregate capacity as listed below:

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Fuel Storage Area	Two 20,000-gallon tanks (Jet A); one 12,000-gallon tank (100LL)	One 12,000-gallon tank (Jet A); One 12,000-gallon tank (100LL)	One 12,000-gallon tank (100LL)	One 12,000-gallon tank (100LL)	One 12,000-gallon tank (Jet A); One 12,000-gallon tank (100LL)	NA

All aircraft fuel storage areas shall be provided with filter-equipped aircraft fuel dispensers with separate dispensing pumps and meter systems for each grade of aircraft fuel provided. The design, construction, and operation of fuel storage areas shall conform to the rules and regulations, as well as all applicable federal, state, and local laws and regulations, including the National Fire Protection Association, Air Transport Association (ATA) Specification 103, *Jet Fuel Quality at Airports*, environmental laws, and state regulations pertaining to aircraft fuel spill prevention and containment measures. RIAC shall

have the authority and right to inspect the fuel storage areas at PVD in accordance with 14 CFR Part 139.327.

5. **Line Service.** During the hours of operation noted in Section 9.B.1, FBOs shall provide the following line services:

Service	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Ramp / tiedown parking assistance, including ramp personnel and vehicles as appropriate	Required	Required	Required	Required	Required	Required
Tiedown anchors and ropes / chains	Required	Required	Required	Required	Required	Required
Mobile forced air engine preheat	Required	Required	Optional	Optional	Required	NA
Mobile ground power units with a minimum 14/28-volt, 2,000 ampere surge capacity	Required	Required	Optional	Optional	Required	NA
Aircraft towing services utilizing motor driven draw bar vehicles capable of moving the Airplane Design Group noted herein	Airplane Design Group V	Airplane Design Group IV	Airplane Design Group II	Airplane Design Group II	Airplane Design Group III	Airplane Design Group II
Cabin cleaning	Required	Required	Optional	Optional	Required	Optional
Mobile aircraft anti-ice and deice services conducted in areas authorized by RIAC	Required	Required	Optional	Optional	Required	NA
Aircraft lavatory service	Required	Required	Optional	Optional	Required	NA
Hangar Storage	Required	Required	Required	Required	Required	Optional
Assistance with enplaning and deplaning all aircraft passengers and baggage	Required	Required	Optional	Required	Required	Required

6. **Assistance to Disabled Aircraft.** During normal business hours, provide equipment and trained personnel to remove disabled aircraft for the ADG listed

below from the runways, taxiways, and other areas of the AOA within 30 minutes' notice.

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Airplane Design Group	V	IV	II	II	III	II

FBOs shall perform such service on request of the owner or operator of the disabled aircraft or RIAC. Aircraft with disabled landing gear, flat tires, and/or damaged wheels that require rigging and/or other equipment not generally available from an FBO, or that require expertise that is not expected of line personnel, are exempt; however, FBOs shall provide assistance to such disabled aircraft to their best ability.

7. **Aircraft Maintenance.** Aircraft maintenance service is an optional service for FBOs operating at the Airports. For PVD, FBOs shall provide aircraft repair and maintenance services as described in Section 10.A of these Minimum Standards. The requirements set forth in Section 10.B of these Minimum Standards shall apply to those FBOs offering aircraft maintenance services at OQU, UUU, WST, SFZ, and BID.

8. **Charter Services.** For PVD, FBOs shall provide aircraft charter services in accordance with Section 10.C of these Minimum Standards.

Charter service is an optional service for FBOs operating at OQU, WST, UUU, SFZ, and BID. The requirements set forth in Section 10.C of these Minimum Standards shall apply to those FBOs offering aircraft charter services at OQU, UUU, WST, SFZ, and BID.

9. **Miscellaneous Customer Services.** FBOs shall provide the following customer services: (i) services to facilitate airborne customer requests; (ii) a discrete vending area within the FBO premises with the availability of both hot and cold beverages and prepacked snacks; (iii) discrete flight planning area properly equipped with desks and chairs and containing appropriate wall charts, a current FAA Aeronautical Information Manual, a listing of current and applicable Notice(s) to Airmen, direct communication link with the Automated Flight Service Station, and a monitor for the Automatic Terminal Information Service; (iv) a convenient, comfortably furnished public waiting area that is first-class and representative of a high-end VIP lounge, with adjoining restroom facilities; (v) rental car availability upon request; (vi) aviation-grade inflight oxygen refills upon 24-hour prior request at PVD only; (vii) acceptance of one or more national bank and/or oil company credit cards for fueling, line, and related services; (viii) information regarding noise abatement procedures; (ix) public Wi-Fi; (x) the collection and remittance to RIAC of all general aviation landing fees, parking fees, and international facilities user fees, as applicable; and (xi) at least one courtesy vehicle.

10. **General.** FBOs shall:

a. Provide and maintain, at their sole cost and expense, all equipment, facilities, and aircraft necessary to provide the required commercial aeronautical services and level of performance in a clean and safe condition at all times.

b. Ensure that all personnel shall conduct themselves in a courteous and business-like manner at all times. Personnel who have public/customer contact (excluding pilots, office personnel, marketing personnel, and off-site salespersons) shall have a professional appearance and shall be clothed in attractive uniforms with appropriate insignia and identification media so they may be readily identified by customers.

c. Provide to RIAC a current written statement of the names, general technical qualifications, addresses, telephone numbers, and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, a point of contact with phone numbers for emergency situations shall be provided to RIAC.

d. Train all aircraft fuel handling personnel in the safe and proper handling, dispensing, and storage of aircraft fuel. Acceptable training shall be an FAA-approved safety training course in accordance with the latest version of FAA AC 150/5230-4, *Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports*, the National Air Transportation Association (NATA) Safety First Program, or an equivalent training program acceptable to RIAC. All training records and qualifications shall be provided to RIAC upon request in accordance with 14 CFR Part 139.321, as applicable.

11. **Optional Services.** FBOs shall be authorized, but not required, to provide the following additional commercial aeronautical activities:

a. **Aircraft Sales.** Provided in accordance with Section 10.D of these Minimum Standards.

b. **Flight Training.** Provided in accordance with Section 10.E of these Minimum Standards.

c. **Aircraft Rental.** Provided in accordance with Section 10.F of these Minimum Standards.

d. **Specialized Commercial Flying Services.** Provided in accordance with Section 10.I of these Minimum Standards.

These commercial aeronautical activities may be provided by an FBO through one or more independent contractors, subject to prior written approval by RIAC.

12. **Personnel Standards.** In providing any of the services hereinabove required, or which may be authorized optional, or activities specified elsewhere in these Minimum Standards, FBOs shall also meet or exceed the following standards of conduct, level of service, or personnel guidelines:

a. Select and appoint a full-time manager of its operations. Such manager shall be highly qualified and experienced and vested with full power and authority to act in the name of the FBO in respect to the method, manner, and conduct of the operation of the FBO's services. Such manager shall be available at the Airport during regular business hours, and during the manager's absence a duly authorized subordinate shall be in charge and available at the Airport.

b. At the FBO's sole expense, provide a sufficient number of employees to effectively and efficiently offer the commercial aeronautical activities authorized by RIAC.

c. Control the conduct, demeanor, and appearance of its employees and representatives. Such employees shall be trained by the FBO and shall possess all technical qualifications and hold certificates of qualification, as may be required for such employee to carry out assigned duties. It shall be the responsibility of the FBO to maintain close supervision over its employees to assure the rendering of a high standard of service to each customer of the FBO. Upon reasonable objection from RIAC concerning the conduct, demeanor, or appearance of any such employee, the FBO shall take all steps necessary to remove the cause of the objection.

13. **Insurance.** FBOs shall provide insurance in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

14. **Prohibited Services and Activities.** Except as incidental to its charter or other operations at the premises, FBOs shall not conduct or permit in-flight catering services, ground catering, restaurant, and/or lounge operations on or from the premises without prior written consent of RIAC and with provisions for the payment of rent or percentage of rent as RIAC may prescribe.

SECTION 9
MINIMUM STANDARDS FOR SPECIALIZED AVIATION SERVICE OPERATORS

SASOs may provide one or more of the following commercial aeronautical activities and shall comply with the Minimum Standards described herein. SASOs are encouraged to sublet premises from an FBO; however, if suitable land or premises are not available or cannot be obtained from an FBO, then SASOs may sublease premises from either another SASO or lease directly from RIAC land or existing facilities , if available.

A. Aircraft Repair Station.

1. **Scope of Service.** An Aircraft Repair Station Operator is an Entity that provides maintenance, repair, rebuilding, alteration, or inspection of aircraft or any of their component parts. An Aircraft Repair Station Operator must be certificated by the FAA under 14 CFR Part 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certification. An Aircraft Repair Station Operator may also sell aircraft parts and accessories on a non-exclusive basis.

2. **Minimum Standards.**

a. **Qualifications.** Operators shall be certified by the FAA as an approved repair station and may provide these services as follows: (i) through an FAA-certificated repair station on the premises, (ii) through licensed airframe and powerplant mechanics operating on the premises, or (iii) through contracting with others whose business is located off the premises subject to prior written approval by RIAC.

b. **Personnel.** All persons performing work on aircraft shall hold an airframe, power plant, or an aircraft inspector rating pursuant to FAA regulations. Not less than one trained and certified person who possesses the appropriate FAA certificate(s) for the work being performed as set forth in this category of services shall be on duty during all hours of operation.

c. **Hours of Operation.**

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 per day, 5 days per week (April 1 / October 31) 6 hours per day, 5 days per week (November 1 / March 31)

Operators shall also provide staffing to ensure the availability of service on a call-back basis (not greater than 1 hour) to address after-hour requests for service from customers.

d. **Premises.**

Airport	Building (sq. ft.)	Apron (sq. ft.)	Auto Parking
TF Green	10,000	72,500	Per local building and zoning code requirements
Quonset	10,000	72,500	Per local building and zoning code requirements
Newport State	8,500	16,000 for 5 tiedowns	Per local building and zoning code requirements
Westerly	10,000	18,000	Per local building and zoning code requirements
North Central	5,500	16,000 for 5 tiedowns	Per local building and zoning code requirements
Block Island	3,600	10,000	Per local building and zoning code requirements

Building space shall be contiguous to the aircraft parking apron and meet local code requirements to accommodate a hangar, shop, equipment, and parts storage space, as well as adequate space for offices, public restrooms, and a customer lounge. Building space shall be at least equivalent to the space described above or of sufficient size to accommodate the largest General Aviation Aircraft being serviced by Operator, whichever is greater.

e. **Equipment.** Sufficient equipment, supplies, and parts shall be provided to acquire and maintain certification as an FAA-approved repair station.

f. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

B. **Aircraft Maintenance and Repair (Minor and Specialized)**

1. **Scope of Service.** An Aircraft Maintenance and Repair Operator offering minor and specialized services is an Entity that provides either or both of the following types of aircraft maintenance and repair services:

a. **Minor Maintenance and Repair.** Provides aircraft airframe and engine inspection and maintenance and repair services on general aviation aircraft that are not required to be performed by a repair station certificated under 14 CFR Part 145. Services may include minor aircraft airframe and engine inspection, maintenance and repair, and sale of incidental parts and accessories.

b. **Specialized Minor Aircraft Maintenance and Repair.** Provides the maintenance and repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft, including the sale of new and/or used aircraft radios, propellers, instruments, and accessories.

2. **Minimum Standards.**

a. **Qualifications.** Have on duty at all times during the hours of operation at least one person who is an employee of the Operator and is currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe and power plant certificate and an aircraft inspection authorization.

b. **Hours of Operation.**

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 per day, 5 days per week (April 1 / October 31) 6 hours per day, 5 days per week (November 1 / March 31)

Operators shall provide staffing to ensure the availability of service on a call-back basis (not greater than 1 hour) to address after-hour requests for service from customers.

c. **Premises.**

Airport	Building (sq ft)	Apron (sq ft)	Auto Parking
T.F. Green	10,000	72,500	Per local building and zoning code requirements
Quonset State	10,000	72,500	Per local building and zoning code requirements
Newport State	8,500	16,000 for 5 tiedowns	Per local building and zoning code requirements
Westerly State	10,000	18,000	Per local building and zoning code requirements
North Central State	5,500	16,000 for 5 tiedowns	Per local building and zoning code requirements
Block Island State	3,600	10,000	Per local building and zoning code requirements

d. Building space shall be contiguous to the aircraft parking apron and meet local code requirements to accommodate a hangar, shop, equipment, and parts storage space, as well as adequate space for offices, public restrooms,

and a customer lounge. Building space shall be at least equivalent to the space described above or of sufficient size to accommodate the largest General Aviation Aircraft being serviced by Operator, whichever is greater.

e. **Equipment.** Sufficient equipment, supplies, and parts shall be provided to complete minor repairs, inspections, and preventative maintenance as defined in 14 CFR Part 43, including machine tools, jacks, lifts, and testing equipment.

f. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

C. **Independent Aircraft Maintenance and Repair (Minor and Specialized)**

1. **Scope of Service.** Independent aircraft maintenance and repair operators will be permitted to provide aircraft maintenance services on a part-time basis at times of his or her choosing without meeting the requirements of Sub-paragraph B, and at Quonset State and Block Island State Airports only.

2. **Minimum Standards.**

a. Obtain a Business License as may be required from the jurisdiction in which Quonset State or Block Island State Airports are located.

b. Demonstrate to RIAC that he/she has made arrangements to access adequate non-public space, and if necessary, as approved by RIAC or its representative(s), in which to conduct the proposed activity at a RIAC Airport. The performance of any aircraft maintenance and/or repair within a hangar space must be in compliance with all federal and state safety and environmental regulations, directives, policies and procedures.

c. Obtain an Independent Aircraft Maintenance and Repair Business Permit from RIAC which requires:

i. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.

ii. Proof of a Business License if required.

iii. Written documentation of commercial general liability and property damage insurance in such amounts as required by RIAC and the State of Rhode Island to protect the Operator, RIAC and the State of Rhode Island from legal liabilities resulting from this activity.

iv. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.

v. Written assurance that not more than Forty (40) hours of aircraft maintenance will be provided in any month.

D. **Aircraft Charter.**

1. **Scope of Service.** An Aircraft Charter Operator is an Entity engaged in the business of providing commercial air transportation of passengers or property to the general public for hire under 14 CFR Part 135, either on a charter basis (commercial operation) or as an air taxi operator (using aircraft with fewer than 60 passenger seats). This service is to be offered on a non-scheduled, on-demand basis.

2. **Minimum Standards.**

a. **Qualifications.**

i. Have and maintain during the term of the tenancy at the Airport proper licenses and operate in conformance with all appropriate FAA regulations.

ii. Hold a proper commercial operator certificate and own or have available to it under written lease no fewer than one airworthy aircraft suitably equipped for meeting the requirements of the FAA with respect to the type of operation to be performed and equipped for and capable of use under instrument flight rules (IFR) conditions that meet the requirements of 14 CFR Part 135.

iii. Employ and have on duty during the required operating hours trained personnel in such numbers as are required to meet the Minimum Standards set forth in this category, but never fewer than two FAA-certificated commercial pilots, and otherwise appropriately rated to permit the aircraft charter activity offered by the Operator.

iv. Have available sufficient qualified operating crews or satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and/or furnishing or arranging for suitable ground transportation.

b. **Hours of Operation.**

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 per day, 5 days per week (April 1 / October 31)

						6 hours per day, 5 days per week (November 1 / March 31)
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Operators shall offer on-call services 24 hours daily, 7 days a week.

c. **Premises.** Construct a 6,500 square foot building or lease all or a portion of a building of equivalent size to provide suitable facilities for operations, storage of aircraft, flight planning, a customer lounge, public Wi-Fi, properly lighted and heated restrooms for customers and employees, and storage of aircraft. Provide sufficient automobile parking space in accordance with local building and zoning code requirements. Provide an aircraft parking apron with taxiway access, and sufficient in size for the parking, staging, and maneuvering of two ADG II aircraft.

d. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

E. **Aircraft Sales (New and/or Used).**

1. **Scope of Service.** An Aircraft Sales Operator is an Entity engaged in the sale of new and/or used aircraft through franchises or licensed dealerships or distributorships (either on a retail or wholesale basis) of an aircraft manufacturer and provides such repair, services, and parts as necessary to meet any guarantee or warranty on new and/or used aircraft sold by said Operator.

2. **Minimum Standards.**

a. **Qualifications.** Employ and have on duty during the hours of operation trained personnel in such numbers as are required to meet these requirements in an efficient manner, but never fewer than one person having a current pilot certificate with appropriate ratings for the operation being conducted.

b. **Hours of Operation.**

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 hours per day, 5 days per week	8 per day, 5 days per week (April 1 / October 31) 6 hours per day, 5 days per week (November 1 / March 31)

c. **Premises and Equipment.** Provide 150 square feet of space to provide suitable facilities for office space, flight planning, a customer lounge area, access to public restrooms, and public Wi-Fi. Provide a paved aircraft parking ramp, with taxiway access, sufficient for the parking of aircraft to be used in the operation. Provide sufficient automobile parking space in accordance with local building and zoning code requirements. Have available or have access to at least one fully assembled and certificated-airworthy demonstrator aircraft for each category or class of aircraft sold. Provide necessary and satisfactory arrangements for the repair and servicing of aircraft for the duration of any sales guarantee or warranty period. Servicing facilities may be provided through written agreement with another Operator. Provide or have access to an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted.

d. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

F. **Flight Training.**

1. **Scope of Service.** A Flight Training Operator is an Entity who may provide instruction to pilots in dual and solo flight training, in fixed-wing or rotary-wing aircraft, and any related ground school instruction as is necessary for preparation to taking an FAA written examination and flight check ride for a various category or categories of pilot's licenses and ratings.

2. **Minimum Standards.**

a. **Qualifications.**

i. Be certificated by the FAA in compliance with either 14 CFR Part 61 or 14 CFR Part 141.

ii. Have and maintain during the term of its agreement the proper licenses and operate in conformance with all appropriate FAA regulations.

iii. Employ at least one flight instructor who has been properly certificated by the FAA to provide the type of instruction being offered.

iv. Employ at least one employee who has been properly certificated by the FAA and is capable of providing on-demand ground school instruction sufficient to enable students to satisfactorily pass the FAA written examinations for an instrument rating and commercial pilot's license.

b. **Hours of Operation.**

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 per day, 5 days per week (April 1 / October 31), weather permitting. 6 hours per day, 5 days per week (November 1 / March 31), weather permitting.

c. **Premises and Equipment:**

i. Provide 150 square feet of space to provide suitable facilities to offer a classroom, flight planning area, pilot supply sales, briefing room, and pilot lounge, as well as access to public restrooms, a customer lounge, and public Wi-Fi.

ii. Provide a paved aircraft parking ramp, with taxiway access, sufficient for the parking of aircraft to be used in the operation.

iii. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.

iv. Provide no fewer than two airworthy aircraft suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed. One aircraft must be IFR capable with four seats.

v. Provide an IFR flight simulator capable of simulating flight in a reciprocating-engine aircraft.

vi. Have for sale, and make available for sale to the public, flight training textbooks, manuals, and other miscellaneous pilot supplies, such as plotters, computers, and navigational charts.

d. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC. In addition, student and renter's liability shall be readily available for purchase by students and renters, or Operators shall provide a signed waiver thereof and release of the Operator and RIAC.

G. **Independent Flight Instructor.**

1. **Scope of Service.** Independent flight instructors will be permitted to provide aircraft flight instructions at times of his or her choosing without meeting the requirements of Sub-paragraph E.

2. **Minimum Standards.**

a. Obtain a Business License as may be required from the jurisdiction in which the RIAC Airport is located.

b. Demonstrate to RIAC that he/she has made arrangements to access adequate non-public office space, and if necessary, as approved by RIAC or its representative(s), in which to conduct the proposed activity at a RIAC Airport.

c. Obtain an Independent Flight Instructor's Airport Business Permit from RIAC which requires:

i. Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.

ii. Proof of a Business License if required.

iii. Written documentation of commercial general liability and property damage insurance in such amounts as required by RIAC and the State of Rhode Island to protect the Operator, RIAC and the State of Rhode Island from legal liabilities resulting from this activity.

iv. Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.

v. Written assurance that not more than Forty (40) hours of flight instruction will be provided in any month.

H. **Aircraft Rental.**

1. **Scope of Service.** An Aircraft Rental Operator is an Entity engaged in the rental of aircraft to the public.

2. **Minimum Standards.**

a. **Qualifications.**

i. Have available for rental, either owned or under written lease to the Operator, a minimum of one ADG I aircraft to handle the proposed scope of the operation and sufficient to provide for the public demand.

ii. Have available on a full-time basis at least one flight instructor who is currently certificated by the FAA to provide aircraft checkout training services for customers renting aircraft. Have and maintain during the term of the tenancy at the Airport proper licenses, and operate in conformance with all appropriate FAA regulations.

b. **Hours of Operation.**

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 per day, 5 days per week (April 1 / October 31), weather permitting. 6 hours per day, 5 days per week (November 1 / March 31), weather permitting.

c. **Premises and Equipment.**

i. Provide 150 square feet of space to provide suitable facilities to provide flight planning and pilot supply sales as well as access to public restrooms, a customer lounge, and public Wi-Fi.

ii. Provide a paved aircraft parking ramp, with taxiway access, sufficient for the parking of aircraft to be used in the operation.

iii. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.

iv. Provide a paved aircraft parking ramp, with taxiway access, sufficient for the temporary parking of two ADG I aircraft.

d. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC. Student and renter’s liability shall be readily available for purchase by students and renters, or Operators shall provide a signed waiver thereof and release of the Operator and RIAC.

I. **Aircraft Management Services.**

1. **Scope of Service.** An Aircraft Management Operator is an Operator engaged in the business of providing the management of specific aircraft for aircraft owners, including the maintenance, repair, storage, charter, and renting of the managed aircraft, under a long-term contract.

2. **Minimum Standards.**

a. **Qualifications.**

i. Provide computer hardware and accounting software adequate to maintain on an ongoing basis comprehensive records of all revenues and expenses of the aircraft management operation.

ii. Provide aircraft management services solely through bona fide written, long-term, exclusive management contracts with terms of at least six months and terminable in writing for cause only.

iii. Offer “wet” or “dry” management contracts with or without crew; all management contracts shall be exclusive and comprehensive covering all aspects of aircraft operations, including, without limitation, fees and charges, insurance, maintenance, inspection, and repair, during the period of the contract.

iv. Have trained and uniformed personnel in sufficient number to provide the services desired by their customers.

b. **Premises and Equipment.** Construct a building or lease all or a portion of a building to store, park, or hangar managed aircraft; store equipment; operate the business; and accommodate employee parking requirements. Lease or sublease adequate RIAC property for any aircraft upon which maintenance or repairs are being performed by the Operator.

c. **Hours of Operation.** Have services available as required by customers.

d. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

J. **Commercial Skydiving Operator.**

1. **Scope of Service.** A Commercial Skydiving Operator is an Entity engaged in providing skydiving training and services to the general public.

2. **Minimum Standards.**

a. **Qualifications.**

i. Meet or exceed the basic safety requirements of the United States Parachute Association (USPA), 14 CFR Part 105, and related FAA Advisory Circulars.

ii. Have available on a full-time basis at least one skydiving trainer properly certified by the USPA who holds the appropriate ratings and medical certifications for the skydiving training being provided.

iii. Have available on a full-time basis at least one properly certificated ground school instructor capable of providing on-demand ground school instruction.

b. Hours of Operation.

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 per day, 5 days per week (April 1 / October 31), weather permitting. 6 hours per day, 5 days per week (November 1 / March 31), weather permitting.

c. Premises and Equipment.

i. Provide 2,000 square feet of building space to provide an operations area, as well as access to public restrooms, and public Wi-Fi.

ii. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.

iii. Provide a paved 3,750-square-foot aircraft parking ramp, with taxiway access, sufficient for the parking of one ADG I aircraft.

iv. Provide a drop zone in accordance with the requirements of the USPA, 14 CFR 105, and related FAA Advisory Circulars in a RIAC-approved location.

v. Own, lease, or otherwise have access to equipment, including one fixed-wing single-engine, four place, ADG I aircraft during all hours of operation.

d. Additional Requirements. Each Operator shall adhere to the requirements of 800-RICR-10-00-1, which governs skydiving, and obtain annual certification from RIAC to conduct skydiving operations.

e. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

K. **Specialized Commercial Flying Services.**

1. **Scope of Service.** A Specialized Commercial Flying Services Operator is an Entity engaged in air transportation for hire for the purpose of providing the use of aircraft for any of the following activities:

- a. Commercial glider operations;
- b. Nonstop sightseeing flights are those that operate within a 50-mile radius of an Airport and begin and end at the same Airport.
- c. Aerial application including crop dusting, seeding, spraying, bird chasing, fish spotting, etc.;
- d. Aerial photography or survey;
- e. Power line or pipeline patrol; and
- f. Any other operations specifically excluded from 14 CFR Part 135.

2. **Minimum Standards.**

a. **Qualifications.**

i. Provide, by means of an office, electronic mail address, or a telephone, a point of contact for the public desiring to utilize the Operator's services.

ii. Have in their employ, and on duty during the required operating hours, trained personnel in such numbers as may be required to meet the Minimum Standards herein set forth in an efficient manner, but never fewer than one person holding a current FAA commercial certificate, properly rated for the aircraft to be used and the type of operation to be performed.

b. Hours of Operation.

	T.F. Green	Quonset State	Newport State	Westerly State	North Central State	Block Island State
Hours of Operation	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 hours per day, 5 days per week, weather permitting.	8 per day, 5 days per week (April 1 / October 31), weather permitting. 6 hours per day, 5 days per week (November 1 / March 31), weather permitting.

Hours of operation may be adjusted from time to time by RIAC to accommodate aerial application Operators.

c. Premises and Equipment.

i. Provide 150 square feet of space to offer an office and customer lounge, as well as access to public restrooms, and public Wi-Fi.

ii. Provide sufficient automobile parking space in accordance with local building and zoning code requirements.

iii. Provide a paved aircraft parking ramp, with taxiway access, sufficient for the parking of aircraft to be used in the operation.

iv. In the case of crop dusting, aerial application, or other commercial use of chemicals, the Operator shall provide centrally drained, paved area adequate for all aircraft loading, unloading, washing, and servicing. This area must be built and operated in full compliance with all applicable environmental laws and State of Rhode Island regulations governing such activities. The Operator shall also provide for the safe storage and containment of all chemical material. Such facilities will be in a location on the Airport that will provide the greatest safeguard to the public.

v. Provide and have based on their leasehold, either owned or under written lease to the Operator, no fewer than one airworthy aircraft, suitably equipped for and meeting all the requirements of the FAA with respect to the type of operation to be performed.

vi. In the case of crop dusting or aerial application, the Operator shall provide tank trucks for the handling of liquid spray and mixing liquids. The Operator shall also provide adequate ground facilities and equipment for the safe containment, storage, handling, and safe loading of all noxious

chemicals and materials in compliance with EPA and the State of Rhode Island regulations.

d. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

L. **Commercial Hangar Operator.**

1. **Scope of Service.** A Commercial Hangar Operator develops, owns, and/or manages facilities for the purpose of subleasing conventional and/or T-hangar and tiedown areas to the general flying public.

Note: The lease of RIAC property to an entity, or entities, for the purpose of constructing and/or occupying a hangar for the non-commercial storage of aircraft is not considered a commercial aeronautical activity and is not subject to these Minimum Standards. Said premises are not to be used for any business or purpose other than that authorized by RIAC.

2. **Minimum Standards.**

a. **Hours of Operation.** Provide one full-time person and point of contact to handle tenant matters 24 hours per day.

b. **Premises and Equipment:**

i. Construct buildings in accordance with design, zoning, and construction standards required and established by RIAC for the facility or activity involved.

ii. FBOs seeking to construct conventional multi-aircraft hangars shall lease sufficient RIAC property to construct a minimum 12,000-square-foot hangar.

iii. SASOs seeking to construct conventional multi-aircraft hangars shall lease from RIAC sufficient land to construct a minimum 7,200-square-foot building.

iv. For T-hangars, Operators shall lease sufficient land from RIAC to construct a minimum of 10 units per development project.

v. Provide a paved aircraft parking ramp, with taxiway access, sufficient for the temporary parking and maneuvering of three ADG II aircraft.

vi. Provide a sufficient number and type of fire extinguishers for building(s), as required by federal, state, and local laws and regulations, and towing equipment capable of maneuvering aircraft to and from the hangar.

vii. Provide sufficient customer and employee parking as required by local code and zoning requirements.

c. **Insurance.** Insurance provided for this commercial activity shall be in the types, amounts, and forms as required by RIAC, and as the same may be occasionally modified by RIAC.

SECTION 10
FEDERAL AVIATION ADMINISTRATION REQUIRED AGREEMENT PROVISIONS

Each agreement shall contain the following provisions regarding subordination, emergency leasing to the United States, and non-discrimination, as such provisions may be amended. The language for these provisions is as follows:

- A. Each agreement shall be subordinate to the provisions of any existing agreement between RIAC and the United States, relative to the operation or maintenance of the Airports, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development of the Airports.
- B. During times of war or national emergency, RIAC shall have the right to lease the landing area, or any part of the Airports to the United States government for military or naval use, and if any such lease is executed, the provisions of RIAC's lease with the Operator shall be suspended.
- C. All facilities located on the Airports and developed with federal financial assistance and all facilities usable for landing and taking off of aircraft will be available to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, of the cost for operating and maintaining the facilities used.
- D. As a condition of the use of RIAC property, each Operator shall undertake an affirmative action program as required by FAA regulations, 14 CFR Part 152, Subpart E, "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, to ensure that no person shall on the grounds of race, creed, color, national origin, sex, or handicap be excluded from participation in any employment activities covered in such Subpart E. Each applicable Operator shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by such Subpart E. Each applicable Operator shall require that its covered suborganizations provide assurances to the Operator that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- E. The Operator shall furnish all services authorized or licensed on a fair, equal, and not unjustly discriminatory basis to all users and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that it may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

- F. As required by FAA regulations, 14 CFR Part 152, Subpart E, "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, each Operator for itself, its personal representatives, its successors in interest, and its assignees shall agree that:
1. No person on the grounds of race, creed, color, national origin, sex, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, including participation in any employment activities covered in such Subpart E.
 2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 3. The premises are to be used in compliance with all other requirements imposed by or pursuant to 49 CFR Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.
 4. In the event of breach of any of the above non-discrimination covenants, RIAC shall have the right to terminate the agreement and re-enter and repossess said land and the facilities thereon and hold the same as if said agreement had never been made or issued.