

March 11, 2004

RULES AND REGULATIONS

FOR THE

CHESAPEAKE REGIONAL AIRPORT

CHESAPEAKE, VIRGINIA

REVISED
MARCH 11, 2004

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CHAPTER I

GENERAL PROVISIONS

SECTION 1 PURPOSE

1.1 These airport rules and regulations hereinafter referred to as “Rules and Regulations” are adopted to establish the rules and regulations necessary for the management and use of the Chesapeake Regional Airport.

SECTION 2 DEFINITIONS

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

1.2.1 AGL: An altitude expressed in feet measured above ground level.

1.2.2 AIM: Aeronautical Information Manual. A publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot’s instructional and reference manual in the National Airspace System of the United States.

1.2.3 Aeronautical Activities: Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safety of such operations. Aeronautical activities include, but are not limited to: Air Taxi and charter operations, pilot training, aircraft rental, aircraft hanger leasing, sight-seeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sales of aviation petroleum products, repair and maintenance of aircraft, sales of aircraft parts and any other activities which directly relate to the operation of aircraft. In contrast, examples which are not “Aeronautical Activities” include: ground transportation (taxis, car rentals, limousine service, etc.), restaurants, in-flight food catering and auto parking lots.

1.2.4 Airport: Chesapeake Regional Airport and all of the property, buildings, facilities and improvements within the exterior boundaries of such airport as it now exists on the Airport Layout Plan, or as it may hereafter be extended, enlarged or modified.

1.2.5 Airport Manager: That person or persons employed, designated or appointed by the Airport Authority to manage the airport. (See sec 3 of this chapter)

1.2.6 Airport Operations Area (AOA): That surface of the airport used, or intended to be used for landing, take off, taxiing or the maneuvering of aircraft.

1.2.7 Authority: Chesapeake Airport Authority.

1.2.8 City: The city of Chesapeake, Virginia, its designated officials, officers, employees or representatives.

1.2.9 CTAF Common Traffic Advisory Frequency. (123.05Mhz for Chesapeake Muni)

1.2.10 FAA: Federal Aviation Administration.

1.2.11 FAR: Federal Aviation Regulations.

1.2.12 FBO: Fixed Base Operator(s) is a person or entity who has a lease from the Authority, or a sublease approved by the Authority to provide two or more aeronautical service to the public at the Airport.

1.2.13 Heavy Aircraft: An aircraft with a gross weight exceeding 12,500 pounds.

1.2.14 IFR: Instrument Flight Rules, which govern the procedures for conducting instrument flight.

1.2.15 Landside: All buildings and surfaces on the airport used by vehicular and pedestrian traffic that is not part of the AOA.

1.2.16 Light Aircraft: An aircraft with a gross weight less than 12,500 pounds.

1.2.17 MSL: An altitude expressed in feet measured from Mean Sea Level.

1.2.18 Minimum Standards: Those standards established by the Authority as the minimum requirements to be met by an FBO or SASO as a condition for the right to provide aeronautical services to the public at the Airport.

1.2.19 NFPA: National Fire Protection Association

1.2.20 Normal Business Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday, unless modified by the Airport Manager in writing.

1.2.21 NOTAM: "Notice to Airmen" published by the FAA

1.2.22 NTSB: National Transportation Safety Board and its successors.

1.2.23 Person: An individual, corporation, partnership, association or any other legal entity.

1.2.24 Pedestrian, any person afoot.

1.2.25 "Shall". The word "shall" is always mandatory.

1.2.26 Specialized Aviation Service Operations (SASO) are aeronautical service providers that offers a single or limited service.

1.2.27 Ultralight: An aeronautical vehicle operated for sport or recreational purpose which does not require FAA registration, airworthiness certificate or pilot certification. The aircraft can not exceed an empty weight of 254 lbs, an airspeed of 55 kts or have a fuel capacity of more than 5 U.S. gallons.

1.2.28 Unicom: A non-governmental communications facility which may provide airport information at certain airports. Locations and frequencies are shown on aeronautical charts and publications.

1.2.29 VDOA: Virginia Department of Aviation.

1.2.30 WADO: Washington Airports District Office, Federal Aviation Administration.

SECTION 3 AIRPORT OPERATIONS

The Airport will be open to all aircraft 24 hours a day, every day of the year, provided that the Airport may be closed when either the Authority or the Airport Manager determines that an unsafe condition exists. The Airport may remain closed until the unsafe condition has been corrected or no longer exist.

SECTION 4 AIRPORT MANAGER

1.3.1 The Airport Manager is the Authority's representative for airport operations. The Airport Manager or his representative, is authorized to take actions necessary to regulate, benefit and protect the public who use the airport. He shall oversee all aircraft and vehicular traffic, and airport operations consistent with FAA, VDOA regulations, these Rules and Regulations, and the laws of the Commonwealth of Virginia.

SECTION 5 RULES AND REGULATIONS

1.4.1 All users of the Airport shall abide by these Rules & Regulations. In the event of any conflict between these Rules and Regulations and the statute, ordinance, law, rule, regulation, order or ruling of any governmental entity exercising the same or similar jurisdiction, the latter shall prevail.

SECTION 6 SPECIAL EVENTS

1.5.1 No special event, including but not limited to air shows, air races, or other events requiring specialized use of the airport shall be held unless formal written approval, for that event, has been granted by the Authority. See Chapter II, Section 2.1.2 for details.

SECTION 7 COMMON USE AREAS

1.7.1 Common use areas include all runways, taxiways, airport lighting, apparatus or equipment for disseminating weather and wind information, radio or other electrical communication and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All apron taxiways through leased areas shall be considered available for use, in common, by all persons flying or operating aircraft on the Airport and shall be kept clear and available for aircraft traffic. No FBO or other person shall use any common use area for the parking or storing of aircraft, repair, servicing or fueling of aircraft, or for any

other purpose, other than the operation of aircraft, without the prior approval of the Airport Manager. Common use area designations may be changed by the Authority at any time.

SECTION 8 VEHICULAR TRAFFIC AND PARKING

1.8.1 The vehicle laws for of the Commonwealth of Virginia shall apply to all areas of the airport, unless otherwise provided by law. All traffic, informational and warning signs shall be obeyed. Except for emergency and law enforcement vehicles, no person shall take or drive any vehicle on the Airport unless permission has been obtained from the Airport Manager or his representative. This permission is not required for personal vehicles operated to and from a parked aircraft on the tie-down ramp, or to the t-hanger area. The pilot-in-command of parked aircraft, or his authorized representative, must operate the vehicle onto the ramp area.

1.8.2 No person shall operate a motor vehicle on the Airport in a reckless or negligent manner. Except for emergency or law enforcement vehicles, no person shall operate a motor vehicle on the AOA portion of the Airport in excess of 15 miles per hour.

1.8.3 Aircraft shall have the right of way at all times. When vehicles are operating on the AOA, they shall pass to the rear, and well clear of taxiing aircraft.

1.8.4 Parking on the tie-down or transient apron shall be limited to the loading, unloading or servicing of the aircraft. Vehicles shall be parked clear of taxi lanes and parked aircraft so as not to endanger, damage or interfere with such aircraft.

SECTION 9 ADVERTISING AND SIGNS

1.9.1 No signs or other advertising shall be placed upon the airport, structure or improvement thereon without having first obtained written approval from the Authority. The Authority may refuse permission for such signs if it determines that such signs are undesirable, unnecessary or may create a safety hazard.

SECTION 10 ACCEPTANCE OF RULES BY USE

1.10.1 The use of the airport shall constitute an acceptance by the user of these Rules and Regulations, and shall create an obligation on the part of the user to obey these Rules and Regulations.

SECTION 11 RULES AND REGULATIONS MADE AVAILABLE

1.11.1 All persons permitted to do business on the Airport shall keep a current copy of these Rules and Regulations and shall make a copy available to all persons requesting a

copy. A copy shall be posted at all times in a conspicuous public places on the Airport as the Authority may direct.

SECTION 12 PEDESTRIANS

1.12.1 All pedestrians on the Airport shall remain clear of the AOA unless arriving or departing in an aircraft, or escorted by an FBO employee

SECTION 13 STOWAGE OF NON-AVIATION RELATED ITEMS

1.13.1 Non-aviation related items shall not be stored, parked, placed or repaired on airport property and/or property under lease.

1.13.2 Non-aviation related items are defined as: “Any vehicle or item that is not capable of flight or has any direct bearing on the support and/or maintenance of aircraft”.

1.13.3 Owners of items found on the airport that meet the above definition will be notified in writing to remove those items within two weeks of the notification. Should that person or persons fail to comply, the Airport Manager, on direction of the Authority, shall have those item(s) removed at the owners expense. Any lease or permits held by the offending party will be placed under review by the Authority.

CHAPTER II

AIRCRAFT AND AERONAUTICAL OPERATIONS

SECTION 1 GENERAL

2.1.1 Every person operating an aircraft on the Airport shall comply with these Rules and Regulation, and all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the FAA, VDOA and other appropriate governmental agencies. Each person operating an aircraft is responsible for the safety of that operation and the safety of others exposed to such operation.

2.1.2 Anyone proposing to conduct a specialized aeronautical activity at the Airport, other than the activities specifically described and allowed herein, shall submit a request in writing to the Authority, via the Airport Manager, for approval at least two weeks prior to the proposed activity. The written request shall thoroughly describe the activity, and all provisions for ensuring the safety of such operations. The requested aeronautical activity will not be conducted until approval, in writing, has been given by the Authority and until all other prerequisites for conducting such activity have been satisfied.

2.1.3 All pilots of aircraft having radio equipment permitting two-way communications should contact the Airport CTAF on 123.05 MHz to obtain Airport advisory information and announce their intentions when they are within ten miles of the Airport. Pilots having radios permitting reception only should maintain a listening watch on the CTAF frequency.

2.1.4 The attached traffic pattern map (**Appendix A**) is made a part of these Rules and Regulations, and each person operating an aircraft to and from the airport should adhere to these traffic patterns and procedures outlined in the AIM.

2.1.5 All aircraft must follow the appropriate taxiway/runway guidance marking and lighting when operating on the Airport.

2.1.6 Aircraft shall not be operated carelessly or recklessly, nor with disregard of the rights or safety of others.

2.1.7 If the Airport Manager, or in his absence, the designated full service FBO representative, believes the conditions at the Airport are unsafe for takeoffs or landings, it shall be within his authority to issue a NOTAM to close the Airport, or any portion thereof, for what ever time necessary to correct or allow the unsafe condition to pass or be corrected.

SECTION 2 REPORTING REQUIREMENTS

2.2.1. In the event of an aircraft accident the Airport Manager, or in his absence the designated full service FBO representative, shall be immediately notified by the pilot-in-command of the aircraft or any witness thereof that an accident has occurred. Subject to governmental investigations and inspection of the wrecked or damaged aircraft, the owner, pilot-in-command, or the owner's agent or legal representative, shall take immediate action to move the aircraft from the accident scene to a place designated by the appropriate authority. No such aircraft shall be permitted to remain exposed to view on the airport for more than 24 hours after release by the authorities. If the owner of the aircraft fails for any reason to remove the aircraft from the Airport as directed by the Airport Manager, as herein indicated, the Airport Manager shall cause the removal, storage or disposal of such aircraft at the sole expense of the aircraft owner.

2.2.2. In order to promote and maintain safety at the Airport any pilot or FBO is encouraged to promptly report to the Airport Manager any bodily injury requiring medical attention or any damage to property at the Airport or any other accident, incident, occurrence or unsafe practice relating to any aircraft which any one of the above owns, leases, flies, or any Aeronautical Activity in which any are involved. A report is attached as **Appendix "F."** If an accident or incident report is required under NTSB, Part 830, a copy of that information may be submitted to the Airport Manager in lieu of the form in **Appendix "F."**

2.2.3. The following are examples of accidents, incidents, unsafe practices or occurrences that shall be reported promptly to the Airport Manager:

- a. Aircraft landing off the runway without prior permission of the Airport Manager.
- b. Aircraft breaking runway or taxiway lights.

2.2.4. The report shall include the following information:

- a. Location, date and time of incident and the identity of each Person and Aircraft involved.
- b. Nature of any injuries suffered by any Person as a result of the incident and the name and address of any Person injured.
- c. Nature and extent of any property damage occurring as a result of the incident and the name and address of the owner of the damaged property.
- d. A narrative explaining why the incident occurred.

SECTION 3 PARKED AIRCRAFT

2.3.1 No person shall park, store, tie down or leave any aircraft on any area of the Airport other than designated by the Airport Manager.

2.3.2 The pilot or owner of an aircraft shall properly secure the aircraft while it is parked or stored. Pilots or owners are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Pilots or owners shall be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings in the event of high winds or severe weather. Owners of aircraft shall be held solely responsible for any damages or loss resulting from the failure to comply with this paragraph.

2.3.3 Separate areas shall be designated by the Airport Manger for FBO aircraft and itinerant tie-downs. No person shall use any aircraft anchoring or tie-down facilities when such facilities are already in actual use, rented to or designated by the manager for use by another person.

SECTION 4 TAXIING

2.4.1 All aircraft shall be taxied at the lowest possible speed to maintain safe control of the aircraft.

2.4.2 Aircraft awaiting take-off shall stop clear of the runway and in a position so as to have a direct view of aircraft approaching for a landing, giving full right-of-way to such approaching aircraft.

2.4.3 No person shall taxi an aircraft until it has been ascertained by the pilot through visual inspection of the immediate area that there will be no danger of collision with any person or object.

2.4.4 Aircraft on the taxiway preparing for takeoff should hold clear of the runway to allow aircraft which have completed a landing to clear the runway. Aircraft clearing the runway after landing have the right-of-way over aircraft on the taxiway.

2.4.5 Back taxiing on the runway should be done only when no other taxi route is available and traffic conditions permit.

SECTION 5 TRAFFIC RULES

2.5.1 All aircraft departing the airport should climb straight ahead to an altitude of at least 700 feet AGL, or follow local noise abatement procedures as shown in **Appendix B**.

2.5.2 All aircraft remaining in the traffic pattern shall continue to climb to the traffic pattern altitude following procedures as described in the AIM. Helicopters shall maintain an altitude of 500 feet AGL and clear of fixed wing traffic.

2.5.3 Aircraft having flight characteristics incompatible with the above procedures shall be flown at a minimum altitude and airspeed which is safe for that type of aircraft conforming to the traffic pattern as nearly as possible.

2.5.4 Operators of ultralight aircraft must be vigilant for other aircraft operating around the airport at altitudes from 600 ft to 1500 ft MSL. When operating within the traffic pattern ultralight pilots must pay close attention to and conform to the traffic pattern flow as shown in **Appendix C**.

2.5.5 Several residential areas are in close proximity to the Airport and should be avoided to the fullest possible extent. The established Airport traffic patterns should be strictly adhered to in the interest of noise abatement. Posted noise abatement procedures should be followed on all takeoff and landings as shown in **Appendix B**.

SECTION 6 LANDINGS

2.6.1 Aircraft entering the airport traffic pattern shall do so as described in the AIM and published traffic patterns for the Airport. (**Appendix A**)

2.6.2 All aircraft shall turn off the runway when practicable after landing, and taxi only on designated taxiways. See sections 2.4.4 & 2.4.5.

SECTION 7 PARACHUTE OPERATIONS

2.2.1 Persons wishing to use the Airport for a parachute drop area shall obtain the prior written approval of the Airport Manager as required by FAR 105.17. The Airport Manager shall require such safeguards as he deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FARs issued by the FAA. The Authority may establish and charge reasonable fees for this activity.

SECTION 8 ULTRALIGHT OPERATIONS

2.8.1. All persons or organized flying clubs using the Airport will conform to appropriate FAR's and the following restrictions:

2.8.2 All ultralight aircraft will arrive and depart maintaining an altitude of 500 feet or below until 2 miles from the Airport.

2.8.3 All practice air work shall take place at least 2 miles from the airport and to the West and South. Pilots should be aware of the effects of the noise generated by their low flying aircraft and attempt to remain clear of large population areas.

2.8.4 Ultralight aircraft operating to and from the airport shall have operating two way radio communications and will monitor the CTAF at all times within 2 miles of the airport. When entering or departing the traffic pattern the pilot shall communicate his position and intentions as outlined in the AIM.

SECTION 9 AERIAL ADVERTISING - BANNER TOWING

2.9.1 Any Person wishing to use the Airport to pick up or drop an aerial advertising banner shall obtain the prior written approval of the Airport Manager. The Airport Manager shall require such safeguards as he deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies, additional security personnel, facilities and waivers/authorizations to the FARs issued by the FAA. The Authority may establish and charge reasonable fees for this activity.

SECTION 10 GLIDER/SAILPLANE OPERATIONS

Any Person wishing to use the Airport to launch and recover gliders or sailplanes, motorized or non-motorized, shall obtain written permission from the Airport Manager in advance of the operations. This will require advance coordination due to the need for additional personnel and equipment on the Airport to launch and recover the gliders

and/or sailplanes. The Airport Manager shall require such safeguards as he deems necessary to protect the Airport, aircraft using the Airport and the general public. These requirements may include, but are not limited to, bonds, insurance policies and additional security personnel. The Authority may establish and charge reasonable fees for this activity.

CHAPTER III

FIRE PREVENTION

SECTION 1 GENERAL

3.1.1 The purpose of this section is to provide fire prevention Rules and Regulations for persons using the Airport. The City of Chesapeake adopted fire codes are referenced and made a part of these Rules and Regulations along with referenced NFPA regulations.

SECTION 2 FLAMMABLE OR VOLATILE LIQUIDS.

3.2.1 No person shall use flammable or volatile liquids having a flash point of less than 100 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose. The procedures and precautions outlined in the criteria of NFPA pamphlet 410-D (Safeguarding Aircraft Cleaning, Painting and Paint Removal) and NFPA pamphlet 410-F (Aircraft Cabin Cleaning and Refurbishing Operations) are hereby incorporated by reference and made part of this section as if fully set out herein, and shall be adhered to in all cleaning, painting and refurbishing operations using flammable and volatile fluids, including the storage of such fluids. No rags soiled with flammable substances shall be kept or stored in any building on the Airport.

SECTION 3 CLEANING AND LIQUID DISPOSAL.

3.3.1 Fuels, dopes, paints, solvents and acids shall not be disposed of, dumped into drains, catch basins, or elsewhere on or adjacent to the Airport. Such liquids shall be disposed of at an approved waste disposal site off Airport property. Motor oils only may be placed in the oil disposal tank provided on airport.

3.3.2 Hangar floors shall be kept clean and free of oil. The use of volatile or flammable solvents for cleaning of floors is prohibited.

3.3.3 If required by aircraft design, drip pans shall be placed under engines and kept clean.

CHAPTER IV

FUELING OPERATIONS & OWNER SELF-FUELING

SECTION 1 GENERAL

4.1.1 The purpose of this section is to provide aircraft self-fueling Rules and Regulations for persons who service and/or fuel their own aircraft. All aircraft owners who desire to self fuel will apply for an aircraft self-fuel dispensing and handling permit, and provide proof of public liability and environmental impairment liability insurance, if quantities require such insurance. (See **Appendix E** for Permit Application.) Persons who intend to do so, shall do it in accordance with the requirements of the National Fire Protection Association pamphlet 407, (Standard for Aircraft Fuel Service) and FAA Advisory Circular 150/5230-4 (Aircraft Fuel Storage, Handling and Dispensing On Airports). The following shall apply except where applicable codes differ, in which case the latter shall prevail.

4.1.2 No aircraft shall be fueled while it's engine is running or while positioned in a hanger or other enclosed place. Adequate connections for bonding shall be maintained during fueling. Persons may self-fuel aircraft, owned by themselves or their employer, provided such operation is conducted in accordance with NFPA 407 and these Rules and Regulations. Self-fueling shall be conducted in areas so designated by the Airport Manager. An aircraft owner may service his own aircraft, provided he does so personally or with his own full time employee using his own equipment in accordance with the established regulations related to such work. Any aircraft owner utilizing an employee to perform aircraft self-fueling may be required to provide the Authority with evidence of employment in a form acceptable to the Authority. Full service FBO's may fuel aircraft in areas other than the designated self-fueling area.

SECTION 2 FUEL STORAGE.

4.2.1 No fuels shall be stored on Airport property other than the Airport's bulk storage and distribution system (fuel farm) and in the full service FBO mobile aircraft refueling vehicles. When an aircraft is to be self-fueled, all self-fueling equipment and fuel shall be brought onto the Airport to the self-fueling area for the operation and then taken off the Airport. No self-fueling equipment or fuel shall be parked or stored on the Airport after the self-fueling operation.

SECTION 3 FUEL SERVICING VEHICLES.

4.3.1 No person, other than a FBO, approved to dispense fuel, shall dispense fuel into an aircraft except at approved self-serving fueling locations. The FBO shall use only approved servicing vehicles, (hereinafter referred to as "refuelers"), as defined in FAA Advisory Circular 150/5330-4 to dispense fuel at any airport location.

4.3.2 FBO refuelers and their systems shall be maintained and operated in accordance with Environmental Protection Agency (EPA), federal, state and local codes covering fuel dispensing on airports, and NFPA 407. The applicable sections of FAA Advisory Circular 150/5230-4 shall be followed.

4.3.3 The FBO shall purchase and maintain in force insurance that will protect the FBO and the Authority from claims which may arise out of or result from the fueling services performed, whether such services be performed by refueler operator's officers or employees, or by anyone for whose acts any one of them may be liable. The insurance coverage shall be such as to fully protect the Authority and the general public from any and all claims for injury or damage, or both, resulting, or arising from any actions or omissions on the part of the refueler operator, its officers or employees. The refueler operator shall furnish the Authority with a certificate of insurance naming the Authority as an additional insured for all coverage, in addition to updated certificates of insurance reflecting any and all changes to the refueler operator's insurance coverage, including, but not limited to changes in coverage terms, coverage limits, insured risks, agents or insurers. Should any of the coverage be canceled, the issuing company will mail a 30 day written notice of such cancellation to the Authority.

4.3.4 The FBO shall be accountable for any damage, fuel spills or environmental contamination resulting from its negligent operations or equipment malfunction. All such damages shall be paid for by the FBO. Adequate environmental insurance or proof of financial ability to clean up a major spill, must be provided to the Authority prior to bringing a fuel servicing vehicle onto airport property and conducting refueling activity. Refueler operators shall be fully responsible for the protection of all persons, including members of the public, employees of other contractors or subcontractors, and all public and private property which are affected by work performed by or on behalf of the refueler operator.

4.3.5 An annual fee of \$500.00 will be paid to the Authority, by other than FBO's, for a permit to conduct volume fueling operations at the Airport. Volume fueling shall be defined as fueling of more than one owner aircraft or aircraft larger than a single engine type.

4.3.6 Each refueler shall be conspicuously marked in letters of contrasting color, with the word "flammable" on both sides and rear of the cargo tank, and with the wording "emergency shutoff" and other appropriate operating instructions required at the emergency operating devices in letters at least two inches. Each refueler will also be conspicuously marked on both sides and rear with the type and grade of fuel it contains in appropriate color schemes per FAA Advisory Circular 150/5230-4.

4.3.7 A refueler cargo tank shall be supported by, attached to, or be part of the vehicle upon which it is carried.

4.3.8 Refueling with privately owned refuelers shall be conducted only in those areas designated by the Airport Manager.

SECTION 4 CONTRACTS PROHIBITED.

4.4.1 An aircraft owner shall not contract with or permit a second party, such as a fuel service company or fuel contractor, to refuel his aircraft. Refueling by such a second party is considered a commercial aeronautical activity and prohibited.

SECTION 5 FUEL FLOWAGE FEE.

4.5.1 Any self-fueling activity shall pay a fuel flowage fee to the Authority for all fuel pumped in excess of 500 gallons in a calendar year. The flowage fee shall be the same as paid by the FBOs on the Airport. A fuel flow report, invoice or receipt with the appropriate remittance shall be provided to the Authority on or before the 15th of the following month.

4.5.2 All FBOs will pay a flowage on all fuel dispensed at the Airport. The fuel flowage fee shall be set during lease/agreement negotiations with the FBO.

CHAPTER V

AIRCRAFT OWNER SELF MAINTENANCE

SECTION 1 GENERAL

5.1.1 Repairs to aircraft or engines, conducted out of doors, shall be performed in the self maintenance area (**Appendix D**) or an area designated by the Airport Manager.

5.1.2 No person shall allow another person, who is not his employee, onto the airport to perform maintenance on his owned or operated aircraft unless the aircraft requires a repair which cannot be adequately performed by a FBO or authorized contractor providing aircraft maintenance and repair services on the Airport.

5.1.3 All aircraft maintenance shall be conducted strictly in accordance with these Rules and Regulations; federal, state and city safety regulations.

5.1.4 No aircraft engine shall be started on an aircraft unless a competent operator is in control of the aircraft.

5.1.5 No aircraft engine shall be run up unless the aircraft is in such a position that the propeller or turbine engine blast will be clear of all hangers, shops, buildings, persons, aircraft and vehicles in the area, and the flight path of landing aircraft.

SECTION 2 EMPLOYEE

5.2.1 An employee is defined as an individual on the normal payroll of the employer, hired to perform a specific function for that employer. Any aircraft owner utilizing an employee to perform aircraft maintenance may be required to provide the Authority evidence of employment in a form acceptable to the Authority, social security records, corporate identification, etc., shall be deemed acceptable evidence of employment.

SECTION 3 SECOND PARTY

5.3.1 An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform “scheduled” maintenance on his aircraft at the airport unless said company or contractor is authorized by the Authority as defined in these Rules and Regulations.

SECTION 4 ROUTINE MAINTENANCE

5.4.1 The pilot or owner of an aircraft shall not be restricted at any time from performing routine maintenance on or cleaning and servicing his aircraft, as long as it does not violate these Rules and Regulations, nor in any way conflict with city, state or FAA requirements for such work.

SECTION 5 UNSCHEDULED MAINTENANCE

5.5.1 If maintenance or service is required, that is beyond the capability of the owner, then the pilot or owner may contract with a FBO or authorized contractor to provide those services, providing the FBO or contractor has the capabilities and facilities to do the work required and conforms to these Rules and Regulations and FAA standards for such work.

5.5.2 “Unscheduled” maintenance is limited to the following:

- a. Warranted maintenance work that requires repair or additional attention by the warranting company.
- b. A malfunction that prevents the aircraft from being taken to another airport for maintenance.
- c. Maintenance work that requires a specialty service that is not being provided by an existing FBO or authorized contractor operating at the Airport.

CHAPTER VI

PERMITS

SECTION 1 GENERAL

6.1.1. No Person may provide an Aeronautical Service at the Airport unless:

- a. the Person has a FBO or SASO Lease with the Authority or a sub-lease approved by the Authority relating to the Aeronautical Activity.
- b. a Permit has been issued to the Person by the Airport Manager authorizing the Person to provide the Aeronautical Service at the Airport. The requirements of this section do not apply to any FAA designated examiner.

6.1.2. Permits shall be issued by the Airport Manager to any Person who satisfies the conditions for the Aeronautical Activities they wish to provide.

SECTION 2 FLIGHT INSTRUCTORS

6.2.1. Any Person providing flight instruction under FAR Part 61 as a part-time business and having no more than three students at any one time shall provide the Airport Manager with the following to his satisfaction as a condition to the issuance of a Permit:

- a. proof of proper and current instructor's certificate issued by the FAA with appropriate ratings to cover the types of instruction being offered and current medical certificate.
- b. proof of the City of Chesapeake business license if applicable.
- c. proof of aircraft bodily injury and property damage liability insurance in the amount of \$1,000,000 limited to \$100,000 each passenger, naming the Authority as additional insured and with no deductible amount. Coverage shall apply to bodily injury or death, passenger injuries including mental anguish and property damage.
- d. current list of names and addresses of the students receiving flight instruction.
- e. an executed Indemnification Agreement.

SECTION 3 AIRCRAFT REPAIR & INSPECTION SERVICES

6.3.1 Any Person providing aircraft repair and/or inspection services, other than owner-preventive maintenance as defined in FAR Part 43, Appendix A (c) shall provide the Airport Manager with the aircraft registration number and the following to his satisfaction as a condition to the issuance of a Permit:

- a. proof of proper and current certificate issued by the FAA with appropriate ratings to cover the types of repairs or inspection work being offered.
- b. proof of the City of Chesapeake business license if applicable.
- c. proof of General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period. The general liability form shall provide limits of at least the following with no deductible:

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

The Authority is to be included as additional insured.

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

Business automobile liability insurance shall apply to any auto, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$300,000 each accident. Any statutorily required "No-Fault" benefits and uninsured/under insured motorist coverage shall be included.

- d. an executed Indemnification Agreement.

SECTION 4 WARRANTY SERVICE TO CUSTOMERS

6.4.1 Any Person based outside of the boundaries of the Airport and providing warranty service to a customer whose aircraft is located on the Airport shall provide the Airport Manager with the following, to his satisfaction, as a condition to the issuance of a Permit:

- a. proof of proper and current certificate issued by the FAA, with appropriate ratings to cover the types of repairs or inspection work being offered.
- b. proof of the City of Chesapeake business license if applicable.

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

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

The Authority is to be included as additional insured.

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

Business automobile liability insurance shall apply to any auto, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$300,000 each accident. Any statutorily required "No-Fault" benefits and uninsured/under insured motorist coverage shall be included.

- d. an executed Indemnification Agreement.

SECTION 5 FEES

6.5.1 The Airport Manager shall charge and collect a fee of \$100.00 for each permit issued in accordance with this Chapter

CHAPTER VII

INSURANCE

SECTION 1 GENERAL

7.1.1 Each FBO shall maintain the applicable types and amounts of insurance described in this Chapter.

7.1.2 The FBO shall use only responsible insurance companies of recognized standing which are authorized to do business within the State of Virginia. The insurance

companies shall have a Best's rating of at least "A" and a financial size of "Class VII", or better, in the latest edition of Best's Insurance Reports.

7.1.3 Each FBO shall, at the request of the Authority, deliver to the Airport Manager copies of all certificates of insurance for required insurance, any policy amendments and policy renewals, and any additional information related to required insurance. Each policy shall require the insurer to provide to the Authority at least 30 days prior written notice of termination or cancellation.

7.1.4 Each FBO shall submit to the appropriate insurer timely notices and claims of all losses insured under any required insurance policy, pursue such claims diligently and comply with all terms and conditions of required insurance policies. Each FBO shall promptly give the Airport Manager copies of all notices and claims of loss and any documentation or correspondence related to such losses. Each FBO shall make all policies for required insurance, policy amendments and other related insurance documents available for inspection and photocopying by the Airport Manager or the Authority upon reasonable notice.

7.1.5. Each FBO shall maintain the applicable insurance policies described in this Chapter under these Rules and Regulations.

SECTION 2 WORKERS COMPENSATION

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

SECTION 3 GENERAL LIABILITY INSURANCE

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

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

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

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The insurance policy shall provide for contingent liability of the Authority on any claim or loss and the Authority shall be named as an additional insured under FBO's policy of insurance, as the Authority's interest may appear. The FBO shall instruct the insurer to notify the

Authority in writing by certified mail at least 30 days prior to cancellation or refusal to renew any policy. The FBO shall file certificates of all insurance required with the Authority.

Insurance against fire, windstorm or other casualty, including all standard extended coverage available, upon all of the FBO's personal property, together with such medical payments coverage as the FBO may desire. In connection therewith, the FBO holds the Authority harmless against loss or damage to the FBO's person or property by reason of any casualty other than the negligence or fault of the Authority.

SECTION 4 BUSINESS AUTOMOBILE INSURANCE

7.4.1. Business automobile liability insurance shall apply to any automobile, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$300,000 each accident. Any statutorily required "No-Fault" benefits and uninsured/under insured motorist coverage shall be included.

SECTION 5 AIRCRAFT LIABILITY INSURANCE

7.5.1. Aircraft liability insurance shall provide aircraft liability, including temporary substitute aircraft and non-owned aircraft liability, to a combined single limit of at least \$500,000 limited to \$100,000 each passenger per occurrence. Coverage shall apply to bodily injury or death and mental anguish, including passenger injuries and property damage.

SECTION 6 HANGARKEEPERS LIABILITY INSURANCE

7.6.1. Hangarkeepers legal liability insurance coverage shall include protection for those lessees operating a hangar storage or aircraft maintenance/repair service to a limit of at least \$1,000,000 each occurrence.

The Authority is to be included as additional insured.

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

SECTION 7 COVERAGE BY ANOTHER FBO

7.7.1. Any Person providing an aeronautical service to the public at the Airport under the supervision of, or pursuant to an arrangement with, a FBO on the Airport shall not be required to obtain the insurance described above if the insurance policy or policies of the FBO cover that Person to the same extent and in the same amount as the applicable insurance policy described above for the FBO.

SECTION 8 INDEMNIFICATION

7.8.1. Each FBO agrees to indemnify and hold the Authority and each of their officers, officials, representatives, agents, employees, successors or assigns harmless from all claims and liabilities (including, without limitation, legal fees) arising out of the use of the Airport.

CHAPTER VIII

FLYING CLUBS

SECTION 1 GENERAL

8.1.1. All flying clubs desiring to base their aircraft and operate on the Airport must comply with the applicable provisions of these Rules and Regulations. However, they shall be exempt from regular FBO requirements upon satisfactory fulfillment of the conditions contained herein.

SECTION 2 CLUB ORGANIZATION

8.2.1. The club shall be a non-profit entity (corporation, association or partnership) organized for the purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club (or owned ratably by all of its members). The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft.

SECTION 3 FLYING CLUB OPERATIONS

8.3.1. Flying clubs may not offer or conduct charter, air taxi or rental of aircraft operations. They may not conduct aircraft flight instruction, except for regular members, and only members of the flying club may operate the aircraft. No flying club shall permit its aircraft to be utilized for giving flight instruction to any person, including members of the club owning the aircraft, when such person pays or becomes obligated to pay for such

instructions, except when instruction is given by a FBO based on the Airport who provides flight training. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall not be restricted from doing maintenance work on aircraft owned by the club, and the club does not become obligated to pay for such maintenance work except that such mechanic and instructors may be compensated by credit against payment of dues or flight time.

8.3.2. All flying clubs and their members are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the Airport, except that said flying club may sell or exchange its capital equipment.

SECTION 4 APPLICATION AND PENALTIES

8.4.1. The flying club, with its initial application, shall furnish the Airport Manager a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semi-annual basis; evidence of insurance in the form of a certificate of insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) per person for personal injury and property damage and a total limit of One-Half Million Dollars (\$500,000.00), with the Authority as an additional named insured; number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club. The books and other records of the club shall be available for review at any reasonable time by Airport Manager or other representatives of the Authority. The flying club shall make annual certifications to the Authority that its insurance is in force, and the Authority may require certificates at other times to confirm that adequate insurance is in force.

8.4.2. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and the Rules and Regulations.

8.4.3. A flying club which violates any of the forgoing or permits one or more members to do so, will be required to terminate all operations.

CHAPTER IX

AIRPORT MASTER PLAN

SECTION 1 FBO APPROVAL NOT REQUIRED

9.1.1. The Authority may, without the knowledge, consent or approval of any FBO or other person licensed to do business or use part of the airport, make changes in the Master Plan of the airport and in these Rules and Regulations. However, it is the Authority's intent to inform FBO's and other businesses of any such changes which are significant.

CHAPTER X

RESERVATION OF RIGHTS TO INDIVIDUAL USERS

SECTION 1 EXPLANATION OF RIGHTS AND DUTIES IMPOSED

10.1.1. Notwithstanding anything to the contrary contained herein, the following rights, privileges and duties are hereby conferred and imposed upon individual users of the airport facilities, including, but not limited to individual pilots, aircraft owners, tie-down and t-hanger renters.

10.1.2. Each individual user as defined herein shall meet and maintain all requirements, Rules and Regulations for licensing, maintenance and repair of aircraft established by Federal Aviation Regulations, FAA safety bulletins, FAA advisory circulars, Virginia Aviation Law, and all other federal and state Rules and Regulations for licensing, maintenance and repair of aircraft.

10.1.3. It shall be the duty of each individual user of the airport to fully inform himself/herself of, and to keep current on, all federal, state aviation Rules and Regulations, and to completely and promptly comply therewith.

CHAPTER XI

INFRACTIONS AND ENFORCEMENT

SECTION 1 INFRACTION DEFINED

11.1.1 Infraction means any of the following:

- a. A violation of these Rules and Regulations.
- b. In the case of a FBO, giving false or inaccurate information to the Authority or the Airport Manager in connection with the FBO lease or Permit.

SECTION 2 EFFECT OF INFRACTION

11.2.1 Any person who is providing an aeronautical service at the Airport without first obtaining a permit, FBO lease, or SASO lease shall be subject to removal for trespass and denial of access to the Airport for the purpose of providing an aeronautical service by Airport Manager. Denial of access shall be for a minimum period of six (6) months and shall be in writing. If necessary, the Airport Manager shall request assistance from the Chesapeake Police Department in the removal for trespass. Prior to imposing removal and/or denial of access, the Airport Manager shall make every reasonable effort to ensure that the person in question is aware of the nature of the infraction and the actions required to become compliant with the Rules and Regulations. At his discretion, the Airport Manager may allow the person in violation to complete aeronautical service in progress prior to removal and denial of access.

11.2.2. Any infraction by any Person shall result in termination of the contract, agreement or Permit under which such person is operating. Upon termination, such Person shall not be eligible for a new contract or agreement for a minimum period of six (6) months.

SECTION 3 NOTICE OF INFRACTION AND TERMINATION

11.3.1. The Authority, acting through the Airport Manager or another whom it may from time to time designate, shall give notice of termination by sending a letter, certified mail, to the Person at the address listed upon the relevant permit, contract or agreement or at the option of the Authority, at the person's last known address.

SECTION 4 HEARING

11.4.1 Any person whom the Airport Manager has removed from the Airport for trespass, and has been denied access to the Airport to conduct an aeronautical service, may request a hearing before the Authority at the next regularly scheduled meeting of the Authority, provided that the request is made in writing no less than ten (10) days prior to the meeting. At the hearing, the person requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the Authority shall affirm, revoke or modify the denial of access and shall give prompt written notice of its action to the person who requested the hearing. Any determination of the Authority adverse to the person who requested the hearing shall be subject to appeal in accordance with the then-applicable laws of the state of Virginia.

11.4.2. Any Person whose contract, agreement or Permit shall hereafter terminate may request a hearing thereon before the Authority, provided such request is made in writing and received by the Airport Manager within ten (10) calendar days of the date of the

Authority's notice of termination to such Person. The Authority shall mail notice of the date, time and location of such hearing to the Person requesting same, and such notice shall be mailed at least five (5) days in advance of such hearing date. At the hearing, the Party requesting the hearing may appear, may be represented by counsel, and may present evidence. Upon completion of the hearing, the Authority shall affirm, revoke or modify the termination and shall give prompt written notice of its action to the Person requesting the hearing. Any determination of the Authority adverse to the Person requesting the hearing shall be subject to appeal in accordance with the then-applicable laws of the State of Virginia.

CHAPTER XII

MISCELLANEOUS

SECTION 1 SEVERABILITY

12.1.1. In the event any portion of the foregoing division is declared invalid for any reason, the remainder of the provisions shall not be thereby invalidated but shall remain in full force and effect, all parts being declared severable and independent of all others.

SECTION 2 EFFECTIVE DATE

12.2.1. These Rules and Regulations shall be effective thirty days following the date of their approval by the Authority.

Bibliography of Reference Documents

Aeronautical Information Manual

Federal Air Regulations (FAR)

Part 43 Maintenance, Preventive Maintenance, Rebuilding and Alteration.

Part 91 General Operating and Flight Rules

Part 103 Ultralight Vehicles

Part 105 Parachute Jumping

Part 121 Certification and Operations: Domestic, Flag and Supplemental Air Carriers and Commercial Operators of Cargo Aircraft.

Part 135 Air Taxi Operators and Commercial Operators.

Federal Aviation Agency Advisory Circular (AC)

103-6 Ultralight Vehicle Operations, Airports, Air Traffic Control and Weather.

103-7 The Ultralight Vehicle.

105-2C Sport Parachute Jumping.

150/5190-5 Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities

150/5230-4 Aircraft Fuel Storage, Handling and Dispensing On Airports.

Federal Aviation Agency Order (FAAO)

5190.6A Airport Compliance Requirements

National Fire Protection Association (NFPA)

NFPA 407 Aircraft Fuel Servicing

NFPA 409 Aircraft Hangars

Bibliography of Reference Documents cont.

NFPA 410 Aircraft Maintenance

NFPA 415 Aircraft Fueling Ramp Drainage

NFPA 424 Guide to Airport/Community Emergency Planning.

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APPENDIX A
AIRPORT TRAFFIC PATTERN MAP

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APPENDIX B
NOISE ABATEMENT PROCEDURE

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APPENDIX C
ULTRALIGHT TRAFFIC PATTERN MAP

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APPENDIX D

SELF-FUELING AND SELF MAINTENANCE AREA

APPENDIX E

PROCEDURE FOR OBTAINING A SELF-FUELING PERMIT

Any Person wishing to supply and dispense fuel into its own aircraft on the Airport must do so using their own employees and their own equipment, and they must obtain a self-fueling permit from the Airport Manager. Applications for self-fueling permits are available at the Airport Manager's office. The procedure for obtaining a self-fueling permit is as follows:

- a. Submit a completed self-fueling application to the Airport Manager with the required approvals shown below in paragraphs b. & c. together with a check for the fee.
- b. Complete the approved self-fueling training course conducted by the Airport Manager and/or Fire Marshall.
- c. Obtain approval from the Fire Marshall for equipment to be used in the self-fueling operation.

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- d. The Authority reserves the right to require general liability insurance coverage based on type of fueling equipment to be used.
- e. Pay the annual permit fee of \$50.00 and a flowage fee for all gallons over 500 pumped per year.

EXHIBIT F

**ACCIDENT REPORTING FORM
CHESAPEAKE REGIONAL AIRPORT**

In accordance with the accident reporting provisions of the Rules and Regulations governing the operation of the Chesapeake Regional Airport, it is mandatory to report any damage to public property and any injury requiring medical attention. Damage to privately owned property located within the confines of the Airport is to be reported to the owner. The Airport Manager will help you with contacting the owner.

This form is for local Airport usage and does not replace the reporting requirements of NTSB-830 with regard to aircraft accidents and incidents. A copy of a Federal accident report may be submitted in lieu of this report.

1. Name of person _____

Age _____

Address

Phone (H) _____ (W) _____

Date and time of occurrence _____

2. Nature and extent of injuries

Description of accident/injury _____

Name of doctor or hospital_____

3. Kind of property and extent of damage (use reverse for vehicles and aircraft)

Name of owner_____

Address _____

Phone (H)_____ (W)_____

4. Reported to police_____

Report number_____

Name of police department_____

Weather condition(s)_____

5. Vehicle/Aircraft identification (number 1)

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Name of owner _____

Address _____

Phone (H) _____ (W) _____

N Number (or TAG & state) _____
Year & Make

Model _____
Serial number

(VIN) _____

6. Vehicle/Aircraft identification (number 2)

Name of owner _____

Address _____

Phone (H) _____ (W) _____

N Number (or TAG & state) _____
Year & Make

Model _____
Serial number

(VIN) _____

7. Name of Witness _____

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Address _____

Phone (H) _____ (W) _____

8. Name of Witness _____

Address _____

Phone (H) _____ (W) _____

9. Remarks or additional information _____

10. Signature _____ Date _____