

**LOUISA COUNTY AIRPORT**

**FREEMAN FIELD (LKU)**

335 Industrial Drive

Louisa, Virginia 23117

540-967-0050

AIRPORT OPERATING PROCEDURES

AND

MINIMUM STANDARDS

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## CHAPTER I - GENERAL PROVISIONS

### Section 1 - Purpose

These Airport Operating Procedures and Minimum Standards (OPMS) are adopted to establish the necessary administrative, operational and safety requirements for managing and governing the use of the Louisa County Airport (LKU). These OPMS also ensure that Airport tenants and customers operate in a safe and orderly fashion and restrict (or prevent) any activity or action which would interfere with the use of the Airport. The planned, controlled, and professionally engineered growth of the Airport, through VDOA (Virginia Department of Aviation) Airport Improvement Program Grants, is identified as a primary objective to promote economic development and industry in Louisa County. This supplementary economic development and growth will result in additional employment opportunities and provide a superior airport facility for the aviation community. A key purpose of the OPMS is to enhance the ability of the Airport to fulfill its role as a general aviation airport, as described in the Virginia Air Transportation System Plan. These OPMS apply to each user of the Airport.

### Section 2 - Airport Manager

The Airport Manager is responsible for, and authorized to take, all actions necessary to regulate, benefit and protect the public using the Airport, to regulate aircraft and vehicular traffic at the Airport, and to oversee all Airport operations consistent with these OPMS, and the laws of the Commonwealth of Virginia. The Airport Manager is the Industrial Development Authority staff representative for all Airport matters.

### Section 3 - Rules and Regulations

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport shall be conducted in conformity with these OPMS, as well as all pertinent statutes, ordinances, laws, rules, regulations, orders and rulings of the Federal Aviation Administration (FAA), VDOA, the Commonwealth of Virginia, the United States and the National Fire Protection Association (NFPA). In the event of any conflict between these OPMS and any statute, ordinance, law, rule, regulation, order or ruling of any governmental entity cited in this section and exercising the same or similar jurisdiction, the latter shall prevail. The violation of any such statute, ordinance, law, rule, regulation, order or ruling shall constitute a violation of these OPMS, as fully as if such statute, ordinance, law, rule, regulation, order or ruling had been set forth herein.

### Section 4 - Insurance

Each Fixed Base Operator (FBO), shall maintain the types and amounts of insurance described in this Section.

The FBO shall use only insurance companies which are authorized to do business within the State of Virginia. The insurance companies shall have a Best's Rating of at least "B ++ " and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports and during the calendar year to maintain financial conditions as required by the Virginia Bureau of Insurance. The amounts of the insurance shall not be deemed a limitation on the FBO's liability to the County, and if the County or any of its authorized agents, officers, representatives or employees, become liable for an amount in excess of the insurance, the FBO agrees to indemnify, defend, save and hold harmless, the County, its agents, officers, representatives and employees for the whole thereof.

Each FBO shall deliver copies of all certificates for required insurance, any policy amendments and policy renewals and any additional information related to required insurance to the Airport Director. Each policy shall require the insurer to provide the County with at least 45 days prior written notice of termination or cancellation.

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 copying by the Airport Manager or the County, upon reasonable notice.

Each FBO shall maintain the following insurance policies as required insurance under these Rules and Regulations:

Workers Compensation and Employers Liability Insurance. This 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 disability. The total policy limit for disability shall be at least \$500,000.

General Liability Insurance. This insurance must be written on an "occurrence" basis, responding to claims arising out of any occurrence(s) 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 and property damage.

\$1,000,000 each incident for personal and advertising injury.

\$1,000,000 product-completed operation aggregate.

\$1,000,000 general aggregate.

(3) Business Automobile Liability Coverage. 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 \$1,000,000 for each accident. Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.

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

(5) Hangar-keepers Liability Insurance. Hangar-keeper's legal liability coverage shall include protection for those lessees' incident to operating a hangar storage or aircraft maintenance/repair service for at least \$500,000 each loss.

The IDA is to be included as additional insured on all required policies.

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.

(6) Other Insurance. Any Person conducting an Aeronautical Activity for the public at the Airport under the supervision of, or pursuant to an arrangement with, an FBO shall not be required to obtain the insurance described above as long as the insurance policy or policies of the FBO covers that person to the same extent and in the same amount as the applicable insurance policy described above.

Independent Contractors (Flight Instructors and mechanics) authorized by the County to conduct an Aeronautical Activity for the public at the Airport shall provide \$1,000,000 combined insurance for public liability and property damage to protect the operation and the County from legal liability. The insurance companies shall have a Best's Rating of at least B+ and a financial size of Class VII or better in the latest edition of Best's Insurance Reports. Insurance for aircraft registered in Virginia shall be in accordance with Code of Virginia, Title 5.1, Chapter 8.1, including but not limited to Secs. 5.1-88.1 through 5.1 - 88. 6, and is established as the minimum coverage for any insurance not already required in the rules and regulations. This coverage shall be as follows:

- \$50,000 bodily injury or death of one person.
- \$100,000 bodily injury or death of two or more persons.
- \$25,000 property damage protection.
- \$250,000 single limit policy.

#### Section 5 - Reporting Requirements

A pilot or FBO is required to promptly report to the Airport Manager, any bodily injury requiring medical attention, any damage to property at the Airport, or any other accident, incident, occurrence or unsafe practice relating to any aircraft which the above owns, leases, or flies. A report form is attached as APPENDIX "D." If an accident or incident report is required under National Transportation Safety Board (NTSB), Part 830, a copy of that information may be submitted to the Airport Manager in lieu of the form in APPENDIX "D. The owner is responsible for all emergency response costs, salvage costs, and costs to restore or repair Airport property.

The following is a representative list, although not intended to be an inclusive list of accidents, incidents, unsafe practices or occurrences:

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

The report shall include the following information:

- Location, date and time of incident and the identity of each person and aircraft involved.
- Nature of any injuries suffered by any person as a result of the incident, and the name and address of any Person injured.
- 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, and
- A narrative explaining why the incident occurred.

#### Section 6 - Special Events

No special non-County event, including but not limited to air shows, air races, fly-ins, skydiving or other event, requiring the general use of the Airport, other than normal or routine Airport traffic, shall be held unless formal written approval for the event has been granted by the IDA or County. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the IDA/County may require.

Event planning will be in compliance with AC 00-61 and FAA Order 5190.6A.

#### Section 7 - Public Use

The Airport shall be open for public use 24 hours per day, 365 days per year, subject to restrictions due to weather, the conditions of the Airport Operations Area, and special events and like cases, as may be determined by the IDA/County. The Airport is provided by the IDA for the use, benefit, and enjoyment of the public.

#### Section 8 - Common-Use Areas

Common-use areas include all runways for landing and take-off, taxiways, Airport lighting, all apparatus or equipment for disseminating weather and wind information for 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 parallel and connector taxiways shall be common-use areas. All apron taxiways through leased areas shall be considered common-use areas available for use, in common, by each person flying or operating aircraft on the Airport and shall be kept clear and available for

aircraft traffic. Hangar taxi lanes area are also considered common-use areas. No FBO or other person shall use any common-use areas for the parking or storing of aircraft, the repair, servicing or fueling of aircraft or for any other purpose other than the flying and operation of aircraft without the prior written consent of the Airport Manager. IDA employees or full service FBOs are permitted to fuel aircraft in the hangar taxi lanes. Common-use area designations may be changed by the IDA at any time.

#### Section 9 - Vehicular Traffic and Parking

The traffic laws of the Commonwealth of Virginia shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. All traffic, informational, and warning signs shall be obeyed. Except for fire-fighting equipment, ambulance and emergency vehicles, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has been first obtained from the Airport Manager or his designated representative. This permission is not required for personal vehicles operating on the tie-down ramp areas, to and from a parked aircraft, or to the hangar areas by hangar renters. The pilot in command of said aircraft, or his or her authorized representative, must drive the vehicle onto the ramp area. Vehicles shall be insured according to the laws of the State in which the vehicle is registered. Operators of vehicles in violation of these rules shall be subject to arrest and having their vehicles towed, if necessary, at the owner's expense. In addition to the foregoing, the following rules apply to vehicles operated at the Airport:

- No person shall operate a motor vehicle at the Airport in a reckless or negligent manner.
- No person shall operate a motor vehicle in the Airport Operation Area portion of the Airport, in excess of 15 miles per hour, except for fire, emergency, or law enforcement vehicles responding to an actual emergency, or during an emergency exercise.
- Pedestrians and aircraft shall have the right of way at all times.
- Parking shall not be allowed on the apron areas except to load and unload aircraft.

Access to the Airport via security gates is for Airport tenants, their employees, guests or customers, County personnel, law enforcement, Fire Rescue, miscellaneous emergency personnel, State and FAA personnel for maintenance of airport equipment, and contractors. Tenants are responsible for the conduct of their employees, guests and customers, ensuring that they adhere to these Rules and Regulations.

#### Section 10 - Advertising and Signs

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



### Section 11 - Acceptance of Rules by Use

The use of the Airport shall constitute an acceptance by the user of these OPMS and shall create an obligation on the part of the user to obey these OPMS.

### Section 12 - OPMS Made Available

Each person permitted to do business on the Airport shall have read these OPMS, a current copy of which shall be available on the Airport's website or a printed copy may be requested from the Airport Manager.

### Section 13 - Pedestrians

Each pedestrian shall remain behind the fenced operations areas unless engaged in an approved LKU airport operation.

## CHAPTER II - AIRCRAFT OPERATION AND AIRPORT TRAFFIC

### Section 1 - General

Each person operating an aircraft shall comply with and operate such aircraft in conformity with procedures recommended in the Airman's Information Manual (AIM), these OPMS, and all pertinent statutes, ordinances, laws, rules, regulations, minimum standards if applicable, orders and rulings of the FAA, VDOA and other appropriate governmental agencies. Each person operating an aircraft is responsible for the safety of its operation and the safety of others exposed to such operation.

All aeronautical activities, other than the activities specifically described and allowed herein, shall be submitted to the County through the Airport Manager and with the concurrence of the IDA, in writing for approval prior to engaging in such aeronautical activity. The written request should thoroughly describe the activity, the operations, and all provisions for ensuring the safety of such operations. The requested aeronautical activity shall not be conducted until properly coordinated and approved in writing by the Airport Manager and until all other prerequisites to conduct such activity have been satisfied. All approval requests, whether approved or not approved, shall be recorded in the Minutes of the Industry Development Authority.

Each pilot of aircraft having radio equipment permitting two-way communications shall attempt to contact the Airport Unicom on 122.975 to obtain Airport advisory information and announce their intentions when they are within 5 miles of the Airport. Each pilot should also listen to the Automated Weather Observation System on 119.475. Pilots having radios permitting reception only should maintain a listening watch on the Unicom frequency at the Airport when they are within 5 miles of the Airport.

The attached traffic pattern map (APPENDIX "B") is made a part of these OPMS and each person operating an aircraft should comply with these traffic patterns as the recommended procedure, so as not to endanger other aircraft.

Each aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport.

Aircraft shall be operated in a manner consistent with current Federal Aviation Regulations (FARs) and AIM.

If the Airport Manager, or his/her designated representative, believes the conditions at the Airport are unsafe for takeoffs or landings, it shall be within his or her authority to issue a NOTAM to close the Airport, or any portion thereof, until the unsafe condition has been corrected.

In the event that any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be notified immediately by the pilot in command of the aircraft, or the FBO, if the pilot in command is unable to give notice. Subject to governmental investigations and inspection of the wrecked or damaged aircraft, the owner or pilot of the aircraft, or the owner's agent or legal representative shall take immediate action to move the

aircraft from all landing areas, taxiways, ramps, tie-down areas and other traffic areas, and move it to a place designated by the Airport Manager. No such aircraft shall be permitted to remain exposed to view at the Airport for more than 24 hours unless so required by State or Federal authorities. If the owner of the aircraft fails, for any reason, to remove the wrecked or damaged aircraft from the Airport as may be requested by the Airport Manager, the FBO or other contract agencies will be tasked to perform this function. The removal and storage or disposal of such wrecked or damaged aircraft will be at the sole expense of the aircraft owner. Owners of aircraft requiring emergency response may be required to cover the cost of emergency response at the discretion of the County.

Each aircraft owner, operator or lessee shall pay all charges for services received on premises, equipment, or goods leased and/or purchased when due.

### Section 2 - Parked Aircraft and Aircraft Owner Self-Maintenance

No person shall park, store, tie down or leave any aircraft on any area of the Airport other than that designated by the Airport Manager or by a Full Service FBO subject to approval of the Airport Manager.

The pilot or owner of an aircraft shall properly secure the aircraft while it is parked or stored. Aircraft 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. Aircraft pilots or owners shall also be responsible for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of wind or other severe weather. Each aircraft owner shall be held solely responsible for any damage or loss resulting from the failure to comply with this rule.

Snow removal shall be at the discretion of the Airport Manager or his designated representative and will be limited to Runways, Taxiways and paved taxi lanes. Other areas will be cleared as identified in the Airport's Snow Plan.

Separate areas shall be designated by the Airport Manager 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 by, rented to, or designated by the airport management for use by another person.

Repairs to aircraft or engines shall be made in the areas designated for this purpose by the IDA, and NOTAM any part of the landing area, taxiways, ramps or fueling service areas. No person shall allow a person who is not an Independent Contractor on to the Airport to perform maintenance on their owned or operated aircraft. Any aircraft owner using an Independent Contractor to perform aircraft maintenance may be required to provide the IDA evidence of identification in a form acceptable to the IDA. Social Security records, corporate identification, etc., shall be deemed acceptable evidence of employment. An aircraft owner shall not contract with a second party, such as an aircraft maintenance company or contractor, to perform "scheduled" maintenance or inspection on their aircraft at the Airport unless said company or contractor is recognized by IDA as an authorized licensed maintenance

FBO as defined in these OPMS.

"Unscheduled" maintenance is limited to the following:

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

All aircraft maintenance shall be conducted strictly in accordance with these OPMS; all Federal, State, and County fire and safety regulations; all Federal, State, and County Rules and Regulations; Airworthiness Directives, and other applicable rules and regulations. The designated area for owner maintenance is shown in APPENDIX "A."

Aircraft engines may not be started unless a competent operator is in control of the aircraft.

Aircraft engines may not be run up unless the aircraft is in such a position that the propeller or turbine engine blast clears all hangars, shops, other buildings, persons, other aircraft and automobiles or other vehicles, or in the area and the flight path of landing aircraft.

Notwithstanding the above, the Airport Manager shall have the authorization, in her/his reasonable discretion, to control activities that adversely affect the health, welfare and safety of the persons on the Airport.

### Section 3 - Fire Prevention and Aircraft Self-Service Fueling

General – The purpose of this section is to provide fire prevention and self-service fueling OPMS for persons who service or fuel their own aircraft. Persons who intend to use flammable or volatile liquids at the Airport and/or fuel their own aircraft, shall do so in accordance with the requirements of the NFPA 407 Standard for Aircraft Fuel Servicing, and FAA Advisory Circular 150/5230-4 (with change). The following shall apply, except where applicable codes differ, in which case the latter shall prevail.

Flammable or Volatile liquids - 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 chapter 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. Rags soiled with flammable substances shall not be kept or stored in any building at the Airport with the exception of IDA approved aircraft

maintenance facilities, and then only if kept or stored in a manner acceptable to the State Fire Marshal.

Cleaning and Liquid Disposal - No person shall clean any engines or other parts of an aircraft in any hangar with flammable substances. If flammable liquids are used for this purpose, the operation shall be carried out in the open air in the designated owner maintenance area identified in APPENDIX "A." Fuels, oils, dopes, paints, solvents and acids shall not be disposed of or dumped in to drains, on the aprons, catch basins, ditches (on or adjacent to the Airport), or elsewhere at the Airport. Such liquids shall be disposed of consistent with any and all applicable local, state, and federal laws, and with an FBO willing to accept them.

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

Drip Pans - If required by aircraft design, drip pans shall be placed under engines and kept emptied in accordance with EPA regulations.

Fueling Operations - No aircraft shall be fueled or de-fueled while its engine is running, or while in a hangar or other enclosed place. Adequate connections for bonding of electricity shall be continuously maintained during fueling. Persons may self-fuel only such aircraft as they own and provided such operation is conducted in accordance with NFPA 407, and these OPMS. Self-fueling shall be conducted only in those areas designated in APPENDIX "A."

Fuel Storage - No fuels shall be stored on Airport property other than in the bulk storage and distribution system (Fuel Farm) owned and maintained by the IDA except:

The fuel stored in a tank on a IDA maintenance vehicle used for the refueling of grounds maintenance equipment.

The mobile refueling auto gas tank used by the IDA for the purpose of refueling the aircraft refueling vehicles.

A maximum of five (5) gallons may be stored in NFPA approved container for the sole purpose of fueling aircraft or towing equipment.

Fuel Servicing Vehicles - No person may operate fuel servicing vehicles (hereinafter referred to as "refuellers") for the purpose of personally dispensing fuel into an aircraft.

#### Section 4 - Airport Industrial Park Leases

Through-the-fence operations currently are not authorized.

#### Section 5 - Personal Aircraft Sales

Nothing contained herein shall prohibit any person from selling or advertising their own aircraft.

## Section 6 - Non-Commercial Sailplane Operations

General - Although currently there are no commercial sailplane operations at the Airport, the purpose of this section is to establish standard ground operating and safety procedures for the operation of glider aircraft at the Airport should they become necessary in the future. No glider operations are permitted at the Airport without written permission of the Airport Manager. Persons who operate glider aircraft shall comply with all items contained in this section.

Communications - An onboard radio capable of transmitting and receiving local Unicom frequency (122.975) is recommended due to density of traffic. Notification to personnel operating the Unicom base station of the presence of glider operations. for the purpose of pilot advisory information is required.

Standard Operating Procedures - Operator shall submit written standard operating procedures to be reviewed by the Airport Manager and FAA Flight Standards District Office, prior to operating at the Airport.

Ground Operations - Personnel and Equipment - Operator shall not exceed a specified number of motor vehicles (1) and personnel (3) to assist the glider and tow plane pilots while on the runways and taxiways, without written approval from the Airport Manager. Said motor vehicle and personnel shall be pulled back from, remain clear of the runway safety area (250' feet from centerline), and not obstruct any aircraft taxiway, when not required for glider operations. Said motor vehicle must be equipped with yellow rotating light while in use in the AOA. No more than two (2) glider passengers shall be present in the staging areas at one time. Said passenger(s) shall be escorted to and from the staging area to the terminal building by a member of the operating personnel referenced above and said passengers shall remain outside the 250-foot safety area, except while actually acting as passenger(s) in the glider.

Ground Operations - Glider Staging and Recovery - During the staging of the Sailplane for departure, the Sailplane shall be positioned no closer than 200 feet from the runway centerline. The tow plane shall remain behind the yellow hold short lines (250 feet from runway centerline) until the Sailplane has taken to the active runway. Upon return to the Airport, when not required for glider operations, the tow plane should be removed from the active runway and taxiways so as not to impede the flow of other aircraft traffic. The Sailplane must also be removed from the active runway and parallel taxiway as soon as possible. When necessary, the Sailplane and tow plane shall be repositioned onto the grass areas outside the 250 feet safety areas, adjacent to taxiways to yield to taxiing aircraft.

Registration and Acknowledgment of Risk and Liability Agreement - Due to the introduction of personnel onto an active runway, and onto the runway and/or taxiway safety areas, any pedestrian within this area shall be required to register with the airport administration desk in the main terminal, persons operating sail planes shall sign applicable acknowledgment of Risk and Liability Agreement (APPENDIX "C") forms approved by the County Attorney.

## Section 7 - Flying Clubs

Each flying club desiring to base its aircraft and operate at the Airport must comply with the applicable provisions of these OPMS. However, such clubs shall be exempt from regular fixed base operator (FBO) requirements upon satisfactory fulfillment of the conditions contained herein.

Any such club shall be a nonprofit entity (corporation, association or partnership) organized for the express 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 by all of its members). The property rights of the aircraft shall be jointly held and no part of the net earnings of the club will accrue to any member in any manner. The club shall not derive greater revenue from the use of its aircraft, than the amount necessary for the operation, maintenance, insurance, and replacement, upgrading or expansion of its aircraft fleet; except those reserves as may be deemed necessary for the above purposes, which may be accommodated and maintained.

Aircraft owned by the club shall only be operated by club members. The club shall not conduct charter, air taxi, rental or any other commercial operations. The club shall not conduct aircraft flight instruction except for members. Any qualified mechanic who is a 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 mechanics may be compensated by credit against payment of dues or flight time. Maintenance shall be subject to the provisions of section 2.e., Chapter II, of these OPMS. Any qualified Flight Instructor who is a member and part owner of the aircraft owned and operated by the club shall not be restricted from performing flight instruction for members of the club.

Each flying club and its members is 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.

The flying club, with its initial application, shall furnish the IDA 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; evidence of insurance in the form of a certificate of insurance in the minimum amounts required by the state of Virginia; number and type of aircraft; evidence that ownership is vested in the club; and operating rules of the club. Evidence of insurance shall be submitted to the Airport Manager on an annual basis during the renewal month of the policy. The books and other records of the club shall be available for review at any reasonable time by the IDA and the Airport Manager.

The flying club shall comply with all Federal, State and County laws, ordinances, regulations and these OPMS.

If the flying club violates any of the foregoing, or permits one or more members to do so, and

the violation is not corrected within a reasonable time, as determined by the Airport Manager the club shall be required to terminate all operations at the Airport and vacate the Airport.

### Section 8 - Ultralight Vehicles

Before operating from the Airport, the ultralight pilot shall read and adhere to airport policy and traffic pattern procedures.

Ultralight vehicle operators shall maintain, as required by the State of Virginia, a combined single limit liability insurance policy. Operators shall provide proof of insurance upon request of the Airport Manager.

Ultralight Operators wishing to pursue commercial operations, including instruction, must comply with page 33 of this manual.

### Section 9 - Aerial Advertising - Banner Towing

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 deemed 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 IDA may establish and charge reasonable fees for this activity. Any pedestrian activity within the runway and/or taxiway safety areas shall be required to register with Airport Management in the main terminal, and sign applicable acknowledgment of Risk and Liability Agreement (APPENDIX "C") forms approved by the County Attorney.

### Section 10 - Parachute Jumping

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 deemed 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 IDA may establish and charge reasonable fees for this activity. Any pedestrian activity within the runway and/or Alpha taxiway safety areas, shall be required to register with the Airport management desk in the main terminal, and sign applicable acknowledgment of Risk and Liability Agreement (APPENDIX "C") forms approved by the County Attorney.

### Section 11 - Assigned Areas

No person authorized to operate on or conduct business activities at the Airport shall conduct any of its business activities, or park any aircraft, on any areas except those specified in the lease or written agreement. No FBO shall occupy any common use areas



except as authorized by these OPMS or by the County.

**Section 12 - Aircraft Washing**

Aircraft and vehicle washing shall be conducted only in the area designated by the Airport Manager.

**Section 13 - Handling and Storing Hazardous Articles and Materials**

The Louisa County Airport has no cargo handling agent at the Airport. Hazardous cargo, regulated by 49 CFR including explosives, corrosives, and radioactive materials, Must be handled, stored, and transported to and from the Airport in accordance with the hazardous cargo specifications adopted by their company, in accordance with applicable Federal Regulations and prior approval by the Airport Manager.

**Section 14 - Compliance With Safety and Environmental Rules and Regulations**

Each user of the Airport shall comply with all County, Federal, and State safety and environmental Rules and Regulations. A copy of Spill Prevention Control Plan and Stormwater Pollution Prevention Plan shall always be available at the office of the Airport Manager.

## CHAPTER III - INFRACTIONS AND ENFORCEMENT

### Section 1 - Infraction Defined

Infraction means any of the following:

- A violation of these OPMS or a violation of FARs
- In the case of an FBO, a violation of the FBO Lease.
- A violation of a Hangar License Agreement,

### Section 2 - Effect of Infraction

Any infraction may result in a range of actions including warnings, suspensions or termination of the lease, contract, license, or agreement under which such person is operating. Upon termination, such person may be informed as to their eligibility for a new lease, contract or agreement and may be suspended for a determined period or indefinitely from eligibility for a new lease, contract, license, or agreement.

### Section 3 - Notice of Infraction and Termination

The County, acting through the Airport Director or designee, shall give notice of termination by sending a letter, by certified mail, to the person at the address listed upon the relevant lease, contract, license, or agreement or, at the option of the County, to the person's last known address.

### Section 4 - Hearings

Any person whose lease, contract, license, or agreement shall hereafter terminate, may request a hearing before the IDA board, provided such request is made in writing and received by the Airport Manager within ten (10) calendar days of the date of the IDA notice of termination to such person. The hearing officer shall be the Airport Manager or designee. The IDA 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 IDA shall affirm, revoke or modify the termination and shall give prompt written notice of its action, to the person requesting the hearing. Compliance with this hearing process is a prerequisite to initiating any other legal or administrative action.

### Section 5 - General

In addition to any penalties otherwise provided by County ordinance or law, Federal Aviation Regulations, Virginia Aviation Law, and all other rules and regulations of the FAA, any person found to be violating these OPMS may be promptly removed, either temporarily or permanently, from the Airport by the County and/or the Airport Manager.

## CHAPTER IV - RESERVATION OF RIGHTS TO INDIVIDUAL USERS

### Section 1 - Explanation of Rights and Duties Imposed

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 hangarrenters.

Each individual user, as defined herein, shall meet and maintain all requirements, and regulations and standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FAR's), Safety Bulletins, Advisory Circulars, Virginia Aviation Law, and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.

It shall be the duty of each individual user of the Airport to fully inform themselves of, to keep current, and to completely and promptly comply with all Federal, State and Louisa County Regional Airport Operating Procedures.

Nothing contained herein shall restrict or limit the right of individual users to conduct such maintenance and repairs on their own aircraft which are allowed by FAA or these Operating Procedures. However, all such repairs and maintenance shall be conducted strictly in accordance with Federal, State, and County Operating Procedures, circulars, airworthiness directives and requirements, and such maintenance and repairs shall be conducted within areas designated for owner maintenance, in hangars licensed by individual users of the airport, or at authorized repair facilities on the field. Aircraft maintenance conducted in hangars must be approved in writing by the lessor. It is understood that this approval will be withheld if such request is in violation of Chapter II, Section 2, Part e of these Operating Procedures, or other safety related practices identified by the Airport Manager, or State Fire Marshal.

Each airport user shall comply with these OPMS, regarding common use areas, and shall not allow any maintenance or repair activities or any part thereof, to be conducted in said common areas, and shall comply with all safety and fire regulations in effect at the time, and as set forth herein in Chapter 11, Section 6.

## CHAPTER V - RESERVATION OF RIGHTS OF THE AIRPORT OWNER

### Section 1 - Explanation of Rights Reserved

The Industrial Development Authority (IDA) of Louisa County, Virginia, owner and operator of the Louisa County Regional Airport, reserves all rights and powers to adhere to all Federal and State laws, and all contracts it has entered into, including, but not limited to, all Federal and State Grant Agreements with the FAA and VDOA for funding of improvements to the Airport. The IDA also reserves the right to make changes and modifications to these OPMS at any time.

## CHAPTER VI - MISCELLANEOUS

### Section 1 - Severability

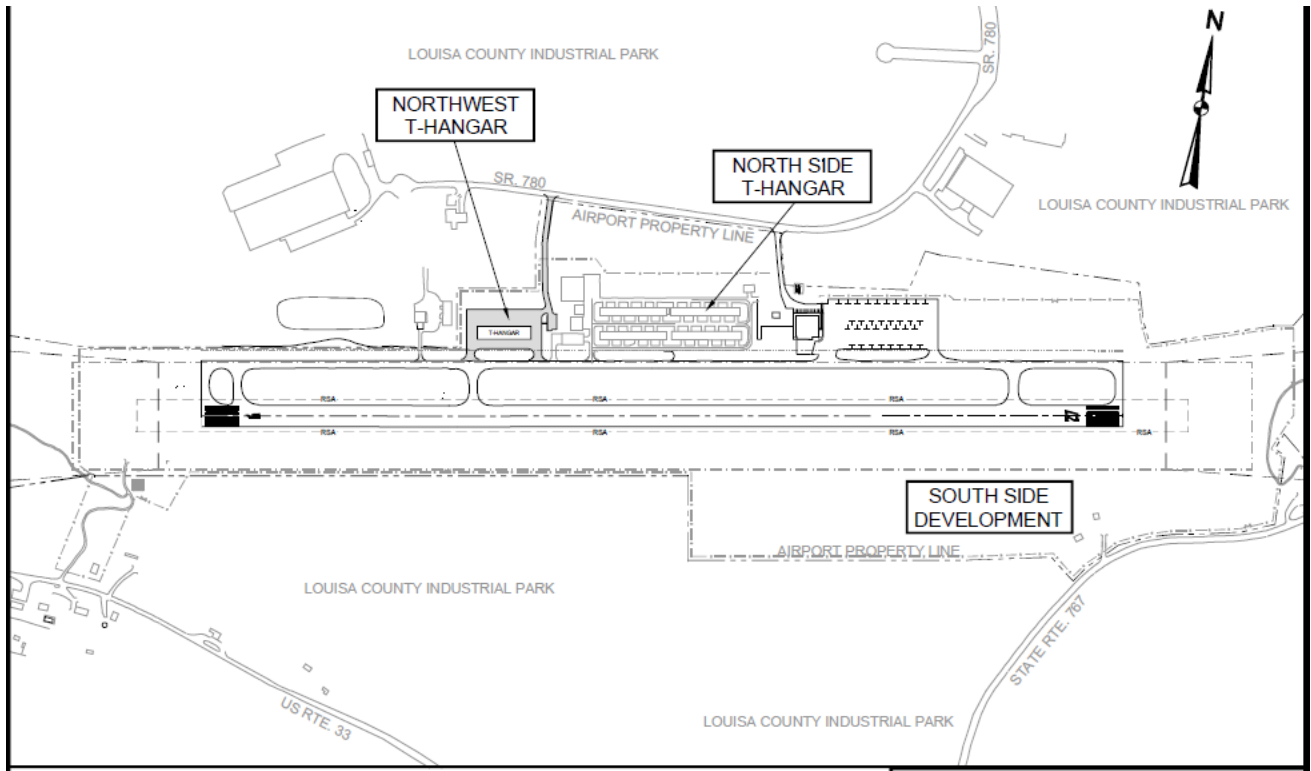
If any provision of these OPMS shall be determined to be invalid, unlawful or unenforceable in any respect, the other provisions of these OPMS shall remain in full force and effect.

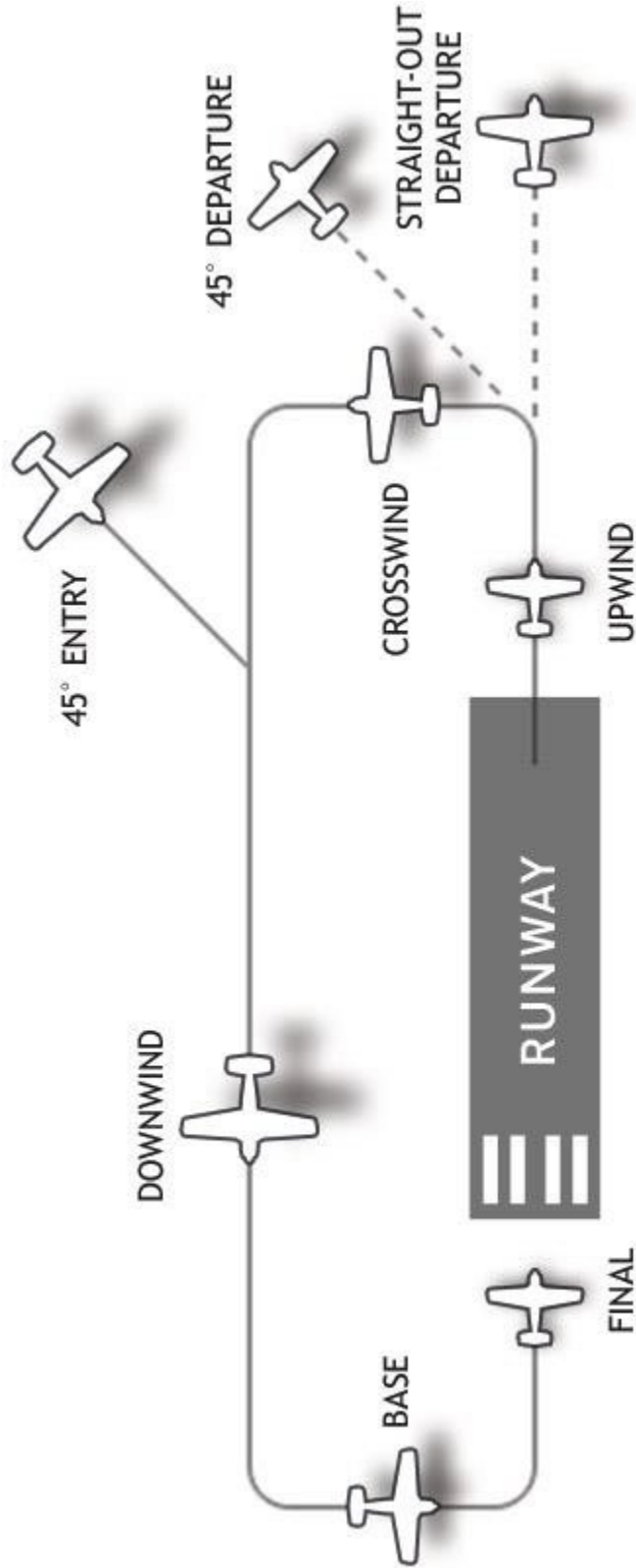
### Section 2 - Effective Date

These OPMS and all subsequent revisions shall be effective on the date of approval by the IDA Chairman. Revisions will be posted for 30 days in the Airport office. A current copy with all revisions can be obtained by contacting the Airport Manager.

# APPENDICES

## APPENDIX A: Airport layout Map





APPENDIX C: Acknowledgment of Risk and Liability Agreement - Runway & Taxiway Safety Area

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ACKNOWLEDGMENT OF RISK AND LIABILITY AGREEMENT -  
RUNWAY AND TAXIWAY SAFETY AREA

As an individual or a business involved in operations, which I have described and attached, requiring pedestrian activity within the runway and/or taxiway safety area at the Louisa County Regional Airport, I acknowledge that my involvement with such activity exposes me to risk of personal injury and property damage from other participants and users of the Airport. In consideration of being permitted to engage in such operation at the Airport, I assume all the risk and liability that may arise from such Operation. I agree (1) to defend, save and hold harmless the IDA, its agencies, officers, employees and representatives (collectively, the "County"), all of the County's FBO's, their officers, managers, agents and employees from and against, any and all liabilities, damages, expenses, causes of action, suits, claims or judgments, and (2) to pay all attorney fees, court costs, and other costs incurred in defending any claims which may accrue against, be charged to, be recovered from, or sought to be recovered from; the IDA or any FBO, their officers, managers, agencies, agents, employees, representatives or officials, by reason of, or on account of, damage to the property of, or the injury to, or death of, any person, arising from my negligence or willful neglect, while involved in any aeronautical or non-aeronautical operation requiring pedestrian activity, within the runway and/or taxiway safety area.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



APPENDIX D: ACCIDENT REPORTING FORM – LOUISA COUNTY REGIONAL AIRPORT

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In accordance with the accident reporting provisions of the OPMS governing the operation of the Louisa County 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.

ACCIDENT / INCIDENT REPORT FORM

TO: Airport Manager

Date: \_\_\_\_\_

1. Person making report \_\_\_\_\_
2. Address \_\_\_\_\_
3. Phone (h) or (c) \_\_\_\_\_ Phone (w) \_\_\_\_\_
4. Date/time incident occurred: \_\_\_\_\_
5. Exact location of incident: \_\_\_\_\_
6. Name of doctor or hospital: \_\_\_\_\_
7. Weather conditions at time of accident/incident: \_\_\_\_\_
8. Kind of property and extent of damage (use reverse for multiple vehicles and aircraft):  
\_\_\_\_\_
9. Name of owner: \_\_\_\_\_
10. Address: \_\_\_\_\_
11. Phone (h) or (c) \_\_\_\_\_ Phone (w) \_\_\_\_\_
12. Person(s) notified \_\_\_\_\_
13. 911 call placed Yes/No: \_\_\_\_\_ Time: \_\_\_\_\_

**14. Vehicle / Aircraft Identification**

Make/model/ year if known \_\_\_\_\_

Registration (N number), Vehicle tag and State \_\_\_\_\_

**15. Witness(es)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**16. Remarks or additional information:**

DRAFT

APPENDIX E: Definitions

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

"AGL" means an altitude expressed in feet measured above ground level.

"AIM" means Airman's Information Manual which is a publication containing basic flight information and air traffic control procedures designed primarily for use as a pilot's instructional manual in the National Airspace System of the United States.

"Aeronautical Activities" means 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 hangar leasing, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale 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.

"Airport" means the Louisa County/Freeman Field Airport (LKU) 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.

"Airport Manager" means the person or their designee, appointed by the IDA to manage the Airport.

"Airport Operation Area" (AOA) means the area of the airport used, or intended to be used, for landing, take off or surface maneuvering of aircraft, including the associated hangars and navigational and communication facilities.

"Approved Airport Layout Plan" means a Fully executed plan that includes approval signatures from the VDOA and IDA, showing boundaries and proposed additions to all areas owned or controlled by IDA for airport purposes, the location and nature of existing and proposed airport facilities and structures, and the location at the Airport for existing and proposed non-aviation areas and improvements therein.

"County" means the County of Louisa, Virginia, and its Board of Supervisors, designated officials, officers, employees or representatives.

"Engine Run-up" means a pre-takeoff check of the performance of the engine, and in aircraft with controllable pitch propellers, the operation of the propeller. This procedure is also used to check the working condition of the magnetos to ensure that each set works satisfactorily and independently of the other.

"Employee" means a person who is on payroll of the IDA.

"FAA" means the Federal Aviation Administration.

"FAR" means Federal Aviation Regulations.

"FBO" means any Fixed Based Operator(s) duly licensed and authorized by written agreement with the IDA, to operate at the Airport under strict compliance with such agreement, and pursuant to these OPMS.

"Flying Club" means a not-for-profit organization established for the personal transportation of its members, and to promote flying for pleasure, and to develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

"FSDO" means the Flight Standards District Office.

"Full Service FBO" means a Fixed Base Operator who provides retail aviation services that may include, but not necessarily be limited to: fuel and oil sales and or aircraft maintenance. The FBO will be duly licensed and authorized by written agreement with the County to operate at the Airport, under strict compliance with such agreement, and pursuant to these Rules and Regulations.

"Heavy Twin" means a multi-engine aircraft with a gross weight exceeding 12,500 pounds.

"IFR" means Instrument Flight Rules which govern the procedures for conducting instrument flight.

"Independent Contractor" means a person or company hired to perform specific services.

"Industrial Development Authority (IDA) of Louisa County" owners of Louisa County Freeman Field airport

"Individual Users" includes individual pilots, aircraft owners, tie-down and hangar renters, transient users, and other individual users of the Airport, whether natural persons or other entities.

"Land side" means all buildings and surfaces used by surface vehicular and pedestrian traffic at the Airport.

"Light Twin" means a multi-engine aircraft with a gross weight of less than 12,500 pounds.

"MSL" means an altitude expressed in feet measured from Mean Sea Level.

"Minimum Standards" means the standards which may from time to time be established by the County, as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity at the Airport.

"NFPA" means the National Fire Protection Association.

"NOTAM" means a "Notice to Airmen" published by the FAA.

"Pedestrian" means any person traveling on foot; or utilizing any other mode of transportation, other than a registered aircraft.

"Proprietary Aeronautical Activity" means an activity, as prescribed by FAA Advisory Circular 150/5190- 2A (Exclusive Rights at Airports), in which the County may engage, while denying others the right to engage in the same activity.

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

Special Fixed Base Operator or "Specialized Aviation Service Operations" (SASO) are aeronautical businesses that offer a single or limited service.

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

"VDOA" means the Virginia Department of Aviation.

## MINIMUM STANDARDS

These Minimum Standards are developed to ensure that all entities engaging, or wishing to engage, in commercial aviation activities at Louisa County Airport (LKU) are provided with a set of equitable standards governing commercial operations at LKU. These standards may from time to time be updated, changed or otherwise revised in order to more accurately reflect current conditions. Entities wishing to engage in commercial activities shall adhere to the following minimum standards.

Independent Contractors (as defined by the OPMS)

Flight instruction may be given by independent flight instructors to persons who own aircraft provided that the flight instructor is licensed to operate by the County of Louisa. The flight instructor must be insured in accordance with the OPMS of LKU and must have written permission from the Airport Manager to utilize the conference/training room for briefing and debriefing.

Mechanic work may be performed by independent aviation mechanics under contract to persons who own aircraft based at LKU, provided that the mechanic is licensed to operate by the County of Louisa and is insured in accordance with the OPMS of LKU. The extent of this work will be limited to aircraft annual inspections and routine maintenance. Major repairs such as engine overhauls, engine changes, or major airframe alterations are prohibited.

Warranty work by the manufacturer, or his representative, is excluded from these limitations.

Specialized Aviation Service Operator (SASO) (as defined by the OPMS) SASOs, must meet the following minimum standards. A SASO must be licensed by the County of Louisa and must be insured in accordance with the OPMS of LKU. If a SASO desires to give flight instruction utilizing their own aircraft, Hot Air Balloon, Ultralight etc., they must lease adequate office space with a minimum of 100 sq. ft. or as determined by the Airport Manager.

Aviation maintenance mechanic working at LKU, must be insured in accordance with the OPMS of LKU.