



Rules and Regulations

Morristown Municipal Airport

July 2019

Owned by the Town of Morristown

Operated by:

 **DM AIRPORTS, LTD.**

RECORD OF REVISIONS

CHANGE NUMBER	DATE APPROVED BY AIRPORT OPERATOR	SECTION
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*Please note that the Minimum Standards are currently in process. When complete, they will be included as Appendix C to these Rules and Regulations.

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SECTION 1 – INTRODUCTION

1.1 Purpose

The purposes of these Rules and Regulations are to: (a) protect the public health, safety, interest and general welfare of the Morristown Municipal Airport (Airport) Lessees, Sublessees, Licensees, Permittees, Operators and Users; (b) ensure that operations and activities are conducted in a manner consistent with and as required by the Federal Aviation Administration (FAA) and the New Jersey Department of Transportation (NJDOT); and (c) prevent any activity or action that would interfere with the safe, orderly and efficient use of the Airport.

For the purposes of these Rules and Regulations, the naming convention for the terms Lessee, Sublessee, Licensee, Permittee, Operator and User may differ from the definition of these terms in existing Agreements. Please refer to the Definitions and Acronyms section, which can be found in Appendix B, for the definitions of these terms and how they are applicable to these Rules and Regulations.

These Rules and Regulations may be amended, changed or modified by the Airport Operator as necessary.

1.2 Enforcement

The Airport Operator reserves the right to take any actions it deems necessary or appropriate in the event of any violation of the Airport's Rules and Regulations, including, but not limited to prohibiting or restricting the use of the Airport and its facilities by the person committing such violation.

Under certain circumstances, assistance from the Morristown Police Department, the Hanover Township Police Department or other law enforcement agencies may be requested.

Successful enforcement relies heavily on the full and active cooperation of all Airport Lessees, Sublessees, Licensees, Permittees, Operators and Users. This requires a thorough knowledge and understanding, of applicable Airport Rules and Regulations on a continuing basis.

1.3 Violations

The Airport Operator is vested with the authority to deny or restrict the use of the Airport to any person or Aircraft who violates a Legal Requirement or Airport Rule or Regulation relating to the operation of the Airport. Violations may result in suspension, and/or prohibition of access or use privileges, use of the Airport, termination of Agreements, and/or in being in default of a lease or other agreements.

SECTION 2 – GENERAL

2.1 Airport Aesthetics

All Airport Lessees, Sublessees, Licensees, Permittees, and Operators shall keep the areas for which they are responsible, including aprons, hangars, tie-down spaces, etc., in a clean manner as determined by the Airport Operator.

All Airport Lessees, Sublessees, Licensees, Permittees and Operators are responsible for maintaining appropriate landscaping and maintenance as required in Sections 2.5 and 2.6 of these Rules and Regulations. Damaging or destroying Airport property is strictly prohibited.

2.2 Refuse

No person shall place, discharge or deposit, garbage or any refuse in or upon the Airport except in containers provided for such purpose or in containers or vehicles which the Airport Operator may require any person to provide. Illegal dumping is not permitted.

Lessees of hangars shall provide suitable receptacles for waste. All such waste shall be disposed of in accordance with all applicable Legal Requirements. The Airport shall have no responsibility for the removal of such waste.

2.3 Recycling

All Airport Lessees, Sublessees, Licensees, Permittees, Operators and Users are mandated to recycle in accordance with the current Morris County Municipal Utilities Authority's (MCMUA) requirements. It is the Lessee's responsibility to provide means and methods for their facility to meet MCMUA's recycling requirements.

2.4 Storage of Property

Storage of equipment, tools, supplies, and parts is not permitted outside of an Aircraft, except in hangar facilities or the West Tie-Down (WTD) as specified per their license agreement.

No person shall store or stock material or equipment in such a manner as to constitute a fire hazard.

No person shall store non-aviation merchandise, supplies or equipment other than those items used to fulfill an Agreement.

No person shall keep or store any combustible/flammable liquids, gases, signal flares, lubricating oils, or other similar material in the hangars or in any other location on the Airport, except when properly installed in Aircraft or in rooms or areas specifically approved and suitable for such storage.

2.5 Leasehold Care

All Lessees on the Airport shall keep their leasehold free and clear of debris, rubbish, oil, grease, and other combustible/flammable materials. Lessee will be responsible for damage to facilities, equipment, Property, related appurtenance and other Improvements. Lessee is responsible for all maintenance services for their leasehold.

All Lessees are responsible for maintaining their leasehold in an aesthetically pleasing manner including but not limited to the following:

- Conduct timely landscaping activities, including weed control and leaf removal
- Conduct pavement crack sealing, rejuvenation or rehabilitation, when warranted
- Maintain reflectivity of signs
- Maintain adequate/functioning exterior lighting
- Timely fence/gate repairs

2.6 Fencing, Gates, Signs

Fences, gates, and signs are the sole responsibility of their owner or leaseholder unless otherwise authorized by the Airport Operator. Any incident caused by ineffective fencing or gates, which allows for the access of an unauthorized individual will be the liability of the owner/leaseholder of the gate or fence.

Fences, gates or signs cannot be erected without the written consent of the Airport Operator.

No individual shall disobey any sign posted at the Airport. Fences, gates or signs shall not be tampered with, damaged or destroyed without authorization from the Airport Operator.

2.7 Noise

Non-aviation related noise (e.g. music, etc.) generated on a leasehold shall not create a nuisance or be disruptive in any way to other Airport Users.

2.8 Animals

No animals shall be permitted on the Airport except when en-route to and from Aircraft, when required for special assistance, used for law enforcement purposes or with prior permission of the Airport Operator.

All animals so permitted must be restrained by a leash or confined in such a manner as to be under control at all times.

All pet waste must be removed immediately.

2.9 Airport Security

Compliance with the Airport's Security and Awareness Program is imperative to the safe operation of the Airport.

2.9.1 Airport Security and Awareness Program

Any person using the Airport is subject to the Airport Security and Awareness Program. This program contains Sensitive Security Information (SSI) and is distributed on a controlled basis. SSI regarding the Airport Security and Awareness Program shall not be disseminated in any manner, whether electronically, orally, visually, or in any other manner. For information concerning the Airport Security and Awareness Program, contact the Airport Operator.

2.9.2 Airport ID Badge

Any person not in compliance with the Airport Security and Awareness Program may be denied entry to the Air Operations Area (AOA) or have their access privileges revoked.

Airport ID Badges are required for any person requesting access to the Airport Identification Display Area (AIDA), Aircraft Movement Areas (AMA), or the fuel farm. Airport ID Badges must be visible at all times while working on the AIDA,

AMA and fuel farm. Instructions for obtaining an Airport ID Badge can be found here:

<https://www.mmuair.com/pilots/idbadges>

All Airport ID Badge holders must abide by the Airport's Security and Awareness Training Program. Any person not in compliance with the Airport Security and Awareness Program may be denied entry to the AOA or have their access privileges revoked.

2.9.3 Unauthorized Access

All Lessees, Sublessees, Licensees, Permittees, Operators and Users authorized to utilize space and facilities at the Airport shall see that all gate chains, fences, doors and other public safeguards on their respective property, leasehold or licensed area are used in a manner to protect the public and to prevent unauthorized entry or inadvertent access.

All Lessees, Sublessees, Licensees, Permittees, Operators and Users who have access points to the AOA, whether by personnel doors, vehicle/pedestrian gates or hangar doors are responsible for assuring compliance with the Airport Security and Awareness Program. Under no condition shall access points be left open, unattended or otherwise not under the positive control of the Lessee, Sublessee, Licensee, Permittee, Operator or User.

Any person not in compliance with the Airport Security and Awareness Program may be denied entry to the AOA or have their access privileges revoked.

2.9.4 Non-Compliance

Any person not in compliance with the Airport Security and Awareness Program may be denied entry to the AOA or have their access privileges revoked.

2.10 Commercial Uses

No person shall use the Airport for any Commercial or other purpose except as expressly provided by these Rules and Regulations and the Airport's General Aviation Minimum Standards (Minimum Standards), and if applicable, in any lease, license agreement, permit or other written agreement with the Airport Operator. The Airport's Minimum Standards,

which are considered part of the Airport's Rules and Regulations, are set forth in Appendix C.

2.11 Landing Fees

Landing Fee schedules are available on the Airport's website at:

<https://www.mmuair.com/pilots/mmu-landing-fees>.

Aircraft owned and operated by the United States Government, NJDOT, Lifeguard Air Life Line flights, and Angel Flights are not required to pay Landing Fees.

At present, Based Aircraft are not required to pay Landing Fees. Transient Aircraft are required to pay Landing Fees.

2.12 Solicitation and Advertisements

No person shall solicit funds from the public on the Airport for any purpose, nor shall any person post, distribute or display signs, advertisements, hand-bills, circulars, printed or written material at the Airport for any Commercial purpose except with the written approval of the Airport Operator.

No sign or advertising may be erected without the written consent of the Airport Operator.

No person shall operate a taxicab or other motor vehicle for hire, for the purpose of soliciting or searching for passengers in or upon the Airport.

2.13 Prohibited Conduct

No person shall commit any disorderly, obscene, or indecent act or commit any nuisance on the Airport.

No person shall carry any firearms, explosives, or flammable materials on the Airport without written approval from the Airport Operator and without being in compliance with Legal Requirements.

No person shall operate a vehicle or Aircraft under the influence of alcohol or any controlled substance that impairs, or may impair, the operator's abilities, nor shall any person obviously under the influence of alcohol or any controlled substance be permitted to board any Aircraft except a medical patient under care. It shall be the responsibility of the Owner or operator to ensure compliance with this regulation. Nevertheless, in the event the Airport Operator and/or any federal, state, or local authorities considers any person under

the influence of alcohol or any controlled substance, they shall be entitled to undertake all actions necessary to enforce this restriction.

Camping or staying overnight is strictly prohibited unless written approval has been given by the Airport Operator.

Starting, moving, using or interfering with the safe operation of any Aircraft, vehicle or equipment without the permission of the Owner or direction of the Airport Operator is strictly prohibited.

2.14 Lost and Found

Any person finding lost articles on the Airport shall deposit them with the Airport Operator. Articles unclaimed after ninety (90) days will become the Property of the Airport Operator and will be disposed of at the discretion of the Airport Operator.

2.15 Smoking

No person shall smoke or carry lighted cigars, cigarettes, pipes, e-cigarettes, matches, or other naked flame on any apron, in the hangars, or in any other area on the Airport where "No Smoking" signs are posted, or at a distance of less than 50 feet from any Aircraft, refueling vehicle, fuel carrier, tank vehicle, or storage area for flammable materials.

2.16 Photography

Photography or video recording of any kind on Airport property is prohibited without the express written permission from the Airport Operator.

2.17 Filming

Individuals or companies wishing to film at the Airport must contact the Airport Operator's Communication Department at (973) 538-6400 at least two (2) weeks in advance of the potential filming date. All requests are evaluated on a case-by-case basis. The Airport does not guarantee that all requests will be granted permission. If a request is permitted, approval can take up to ten (10) business days. Any party caught filming on the Airport without expressed written consent from the Airport Operator is subject to removal from the Airport.

2.18 Social Media

Airport Users and visitors to the Airport's social media sites are to be aware that the intended purpose of the social media site is to serve as a mechanism for communication between the Airport, its Users and members of the public. The Airport's social media sites, and its Users and visitors, must adhere to the highest standards of ethics and appropriateness. In addition, comments or posts containing the following forms of content will not be allowed:

- Information that may tend to compromise the safety or security of the Airport or surrounding public
- Images containing Aircraft registration/tail number
- Profane and indecent language or content
- Content that promotes, fosters or perpetuates discrimination, harassment or retaliation
- Conduct or encouragement of illegal activity
- Sensitive or personally identifiable information
- Contains spam or unrelated links to other sites

The Airport monitors comments and postings related to the Airport and reserves the right to remove, hide, report or otherwise block any content that meets the criteria listed above.

2.19 Wildlife Management

No person shall create an attractant for rodents or other wildlife by leaving food or debris in any open and exposed area. A lack of timely landscaping activities can also attract wildlife. Refer to Section 2.5 of these Rules and Regulations for Leasehold Care. It is the responsibility of the Lessee or Licensee to maintain its leasehold areas or WTD space in a manner that does not promote wildlife hazards.

This prohibition shall not apply to action taken by the Airport Operator and its designated agents or Government officials and their Employees or agents, within the scope of their authorized duties, to protect the public health and safety.

2.20 Flight Planning Area (FPA)

Access to the FPA is granted by MMUFTC, LLC, located at 50 Airport Road, Morristown, New Jersey. Designated parking is available in the 50 Airport Road parking lot for use of the FPA.

No Commercial activity is permitted.

2.21 Damage to Airport Property

Any person(s) damaging any Airport infrastructure such as, but not limited to, a light, fixture, sign, curb, pavement, building, etc. by operation of Aircraft or otherwise shall immediately report such damage to the Airport Operator. Lessees or Licensees shall be responsible for notifying the Airport Operator in the event that a hired contractor or other agent has damaged any Airport infrastructure. The person(s) causing the damage will be liable for the repair or replacement of the damaged item.

2.22 Emergencies/Very Important Person (VIP) Visit/Irregular Operations

In the event of an emergency, VIP visit, or irregular operations, Airport Users may not be able to access or leave their leasehold for a period of time while emergency operations, VIP visits or irregular operations are in progress.

Airport Users should stay clear of any accident/incident for safety and security purposes. In the event of an emergency, non-emergency phone calls, or inquiries about the nature of the emergency to the Airport Operator should be avoided.

During an emergency, as access to and from the Airport is via a single lane road, priority shall be given to emergency vehicles and Airport Road should remain clear, if possible. During a prolonged emergency event, the Airport Operator will issue statements regarding the nature of the emergency if it will affect access to the Airport.

2.23 Construction or Alteration of Improvements

No construction or alteration to Improvements are to be made without prior approval from the Airport Operator.

All construction/alterations/Improvements must be presented to and approved by the Airport Operator prior to the initiation of any work.

Any construction/alteration/Improvement that requires permits, must comply with the Construction/Alteration/Improvement Project Requiring a Permit Checklist found in Appendix D.

It is the Airport Operator's policy that whenever earthwork is being conducted on or in the vicinity of the airfield, that the Airport's *Lockout/Tagout Program for Contractors* is implemented. Please contact the Airport Operator for details regarding the Airport's *Lockout/Tagout Program for Contractors*.

Any construction/alteration/Improvement that requires excavation, must also comply with Section 6.15 of these Rules and Regulations.

2.24 Maintenance/Replacement In-Kind Not Requiring Permits

Maintenance of Lessee facilities/grounds and the in-kind replacement of structures that do not require permits, may be conducted without prior approval from the Airport Operator, unless required by the terms of an Agreement.

Any work that will disrupt access Landside and/or airside, involve earthwork, that will require temporary security measures, is in close proximity to a neighboring leasehold or will interfere with normal operations, will require thirty (30) days' written notice to the Airport Operator prior to work commencing.

It is the Airport Operator's policy that whenever earthwork is being conducted on or in the vicinity of the airfield, that the Airport's *Lockout/Tagout Program for Contractors* is implemented. Please contact the Airport Operator for details regarding the Airport's *Lockout/Tagout Program for Contractors*.

Any construction/alteration/Improvement that requires excavation, must also comply with Section 6.15 of these Rules and Regulations.

2.25 Exterior Storage Structures on Lessee Leaseholds

All exterior storage structures on Lessee leaseholds, shall comply with the following requirements:

- Maximum size: 130' square feet
- Anything under 130' square feet must be anchored, if appropriate
- Metal or solid wood sides painted to match the hangar building
- Metal roof painted to match the hangar building
- No windows

- Maximum height: Side wall – 8', Roof – 12'
- Storage buildings or sheds are only permitted in the rear of leasehold (airside)
- The shed cannot be visible from Airport Road
- No utilities

Prior to purchasing an exterior storage structure, the Lessee must submit a letter to the Airport Operator for approval. The letter should include photographs and/or a drawing depicting the proposed exterior storage structure location. In the event the Airport Operator approves the exterior storage structure and its location, notice will be issued to the Lessee via a letter from the Airport Operator. The Airport Operator reserves the right to deny the proposed structure and/or its location.

2.26 Use of Roadways

Airport roadways are to be utilized in a manner that creates free, unobstructed access to Lessee leaseholds and to the Airport as a whole. Roadways should remain clear of any equipment, vehicles or debris that would impede the safe flow of traffic. Roadways may not be utilized for the parking/offloading of equipment, deliveries or vehicles, unless prior authorization is given by the Airport Operator. No person shall abandon any vehicle on an Airport roadway.

2.27 Accidents

In the event of a vehicular accident on Airport property, please notify 911 as soon as practicable. If possible, also notify the Airport Operator at 201-522-8742. Anyone involved in an accident should remain at the vehicle until the appropriate authorities respond. The Airport Operator will assist with traffic control if able.

2.28 Special Events

To host a Special Event at the Airport, interested parties must seek approval from the Airport Operator. A complete Special Event Application Form must be submitted to the Airport Operator for approval at least ninety (90) days prior to the event date.

Non-aeronautical special events that will require approval from the FAA and/or local regulatory authorities will be handled on a case by case basis. The Airport Operator has the right to deny the hosting of a Special Event at the Airport.

The Special Event Application Form is included as Appendix E.

SECTION 3 – LESSEE LEASEHOLD CONSTRUCTION - AIRFIELD

All airfield construction activities must be in conformance with FAA Advisory Circular (AC) 150/5370-2G or the most current version of, *Operational Safety on Airports During Construction*, as well as in conformance with the following, and any other directives given by the Airport Operator.

3.1 Access Roads

Lessee is responsible for the condition of all Airport entrance roads during construction and hauling activities for which they are responsible. The access roads should remain in good condition and free of construction debris. Lessee shall be responsible for the cleaning or repair of any affected roads.

3.2 Construction Site Security

Compliance with the Airport's Security and Awareness Program must be maintained throughout the entire construction project.

3.3 Cranes

Lessees planning to use cranes or other tall equipment must erect it per 14 CFR 77.13(5)(i). All Lessees must have an approved FAA Form 7460 *Notice of Proposed Construction or Alteration* prior to beginning construction. The process for acquiring an approved form can take upwards of ninety (90) days. All Lessees must notify the Airport Operator within twenty-four (24) hours of any cranes or other tall equipment that will be erected.

3.4 Deliveries

The Airport Operator will not accept the delivery of goods or other products for any Lessee or contractor. Lessees must make individual arrangements for the final delivery of all goods. At no time may any section of Airport Road be blocked by trucks or other equipment, including vehicles involved with the delivery of equipment.

3.5 Utilities

Lessees will be responsible for the location of, and protection of, all utility lines. These lines will include, but not be limited to, telephone, natural gas, water, electricity, fiber optic, and airfield lighting. Any breakage to these lines will be repaired at Lessee's expense.

It is the Airport Operator's policy that whenever earthwork is being conducted on or in the vicinity of the airfield, that the Airport's *Lockout/Tagout Program for Contractors* is implemented. Provisions for complying with this program will be discussed as part of the Lessee Improvement program. See Sections 2.23 and 2.24 of these Rules and Regulations.

SECTION 4 – VEHICLE OPERATING REQUIREMENTS

4.1 Vehicle Operating Requirements

All vehicles shall be operated in accordance with the applicable laws and regulations of the jurisdiction(s) in which the Airport is located.

4.2 Speed Limits

Vehicles shall not be driven or operated in excess of posted speed limits:

Airport Road	15 mph
Aprons and Ramps	10 mph
Runways and Taxiways	25 mph, unless situation necessitates otherwise
WTD	15 mph

4.3 Parking

Vehicles shall not be parked on the Airport except in designated parking areas. No person shall park or permit a vehicle to remain stopped contrary to authorized signs, pavement markings or other traffic control devices. No person shall stop or park a vehicle on any shoulder. Vehicles not parked within a designated parking area will be towed at the Owner's expense.

Vehicles such as boats, rafts, jet skis, snow mobiles, antique or vintage cars, etc. are not permitted to be stored at or in a hangar, or on Airport property.

Parking a vehicle in or at a hangar while the Aircraft usually stored in that hangar is flying, is permitted on a short-term basis.

4.4 WTD Parking

Parking is permitted in the Licensee's WTD spot while the Aircraft is in use. Parking is not permitted in or along the grass, or in other WTD Spaces without written permission from the Airport Operator.

4.5 Limitation of Trailered Vehicles

Tractor/semi-trailers may not load or unload on Airport Road without permission from the Airport Operator.

4.6 Authorization to Remove Vehicles

The Airport Operator may remove from any area of the Airport any vehicle which is disabled, abandoned, or parked in violation of this section of these Rules and Regulations, or which presents an unsafe condition. Such removal shall be at the Owner's or operator's expense and the Airport Operator shall not be liable for any damage which may result in the course of such removal.

4.7 Aircraft Movement Area (AMA) Requirements

No person or vehicle may operate in the AMA except in compliance with the Airport Ground Vehicle Operations Program, as outlined in Appendix F.

4.8 Cleaning and Maintenance

All vehicle cleaning and maintenance should be kept at a minimum and limited to aeronautical activities as much as practicable, within a Lessee's leasehold. Lessees may designate an area within their leasehold for vehicle cleaning and maintenance, as long as this area is in compliance with both the Lessee's and Airport's current Stormwater Pollution Prevention Plan (SWPPP).

Minor emergency repairs necessary to remove a vehicle from the Airport are permitted.

SECTION 5 – AIRCRAFT OPERATIONS

5.1 Air Traffic Rules

All air traffic rules and regulations established under the authority of the FAA and the NJDOT shall be followed.

5.2 Based Aircraft

Based Aircraft means an Aircraft in which the Owner or Aircraft Operator is physically located at the Airport with the intent and purpose to remain at the Airport for a period of six (6) months or longer; which, whenever absent from the Airport, its Owner or Aircraft Operator intends to return to the Airport for permanent storage; and whose presence on the Airport is not transitory in nature.

The total number of Based Aircraft listed at any leasehold cannot exceed the total number of Aircraft that can fit within the hangar at any one time unless the primary lease holder is operating as a licensed Fixed Base Operator (FBO) in accordance with Morristown Airport's Minimum Standards.

Aircraft operated primarily as scheduled charter or air carrier, are not considered Based Aircraft.

In order for an Aircraft to be considered a Based Aircraft, one of the following conditions must be met:

1. The Aircraft must be owned or operated by a company or individual with an Agreement for space with the Airport Operator, or
2. The Aircraft must have a Sublease agreement for a minimum of six (6) months with a Lessee who has an Agreement with the Airport Operator for the right to provide Aircraft storage.

If one of the above conditions has been met, then all of the following must be met in order to be considered a Based Aircraft:

1. The Owner or Aircraft Operator must complete a Based Aircraft Registration Application found in Appendix G and provide all of the following information:
 - a. Aircraft type – single engine, multi engine, jet, helicopter
 - b. Aircraft make

- c. Aircraft model
 - d. Aircraft registration (tail number)
 - e. Owner and Aircraft Operator contact information
 - f. A copy of or proof of Sublease indicating term if it is not executed directly with the Airport Operator
 - g. A copy of insurance policy declaration page naming the Airport Operator as additionally insured
 - h. The expiration date of the Aircraft's airworthiness certificate
2. Until such time as all of the information is supplied to the Airport Operator, and all landing fees incurred have been paid, the Aircraft will not be recognized as a Based Aircraft.
3. The Aircraft cannot be based at any other airport according to the FAA National Based Aircraft Inventory Program.
- a. If the FAA advises the Airport Operator that an Aircraft is identified as being based at another airport, a letter will be sent to the applicant.
 - b. If the Aircraft is not yet considered to be based at the Airport:
 - i. It will not be added to the Airport Operator's Based Aircraft Inventory until proof is provided that the aircraft is no longer based at the other airport.
 - ii. Any landing fees incurred while the aircraft is not registered as a Based Aircraft, must be paid.
 - c. If the Aircraft was in the Airport Operator's Based Aircraft Inventory:
 - i. The Aircraft will be removed from the inventory until a new application is submitted with proof that the Aircraft is no longer based at the other Airport.
 - ii. Any landing fees incurred while the Aircraft is not registered as a Based Aircraft, must be paid.

New Based Aircraft Registration Applications are accepted at any time.

If an Aircraft is sold, the Owner/Aircraft Operator must notify the Airport Operator so that the Aircraft can be removed from the Airport Operator's Based Aircraft Inventory and the FAA National Based Aircraft Inventory Program.

If an Agreement or Sublease is terminated, all Aircraft associated with that Agreement or Sublease will be removed from the Airport Operator's Based Aircraft Inventory and the FAA National Based Aircraft Inventory Program.

5.3 Flying Clubs

The following requirements are applicable to any Flying Club operating at the Airport.

5.3.1 General

The Flying Club and its members shall at all times observe the policies, procedures, rules and regulations of federal, state and local authorities, and the Airport Rules & Regulations, that in any way apply to Aeronautical Activities, while conducting activities on and from the Airport.

5.3.2 Ownership

All members of a Flying Club must be bona fide Owners or lessees of the Aircraft or have an ownership interest in the non-profit corporation, partnership or association owning or leasing the Aircraft.

The ownership of the club Aircraft must be vested in the name of the Flying Club or owned by all its members. The ownership interests of the members must be equal; and no part of the net earnings of the club can inure to the benefit of any individual in any form. The Flying Club may not obtain revenue from the use of its Aircraft in excess of the amount needed for the operations, maintenance and replacement of its Aircraft.

5.3.3 Flight Instruction

A Flying Club may permit its Aircraft to be used for flight instruction in a club-owned Aircraft as long as both the instructor providing instruction and person receiving instruction are members of the club owning the Aircraft.

The instructor providing instruction may be compensated by credit against payment of dues or flight time, or by monetary compensation. That individual

may not receive both compensation and waived or discounted dues or flight time concurrently.

Flight instruction must be given by an FAA certified flight instructor who holds a current pilot certificate and current flight instructor certificate with the applicable category and class rating.

5.3.4 Aircraft Registration

Aircraft owned or leased by the Flying Club for the use of its members must be duly registered with the FAA and, if applicable, the State of New Jersey, and must possess a current certificate of airworthiness.

5.3.5 Aircraft Use

Aircraft owned or leased by the Flying Club shall be used by its bona fide members for personal flying only and shall not be used directly for Commercial and/or profit motivated purposes.

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

5.3.6 Aircraft Maintenance

Aircraft owned or leased by the Flying Club must be maintained in accordance with Federal Aviation Regulations and manufacturer's recommendations and specifications. Inspection, maintenance, and repairs of all Aircraft used in Flying Club operations shall be undertaken by FAA certified personnel.

A qualified mechanic who is a member and part Owner of the Aircraft owned and operated by the Flying Club may perform maintenance work on Aircraft owned by the club. The mechanic may receive monetary compensation for such maintenance work or may be compensated by credit against payment of dues or flight time; however, that individual may not receive both compensation and waived or discounted dues concurrently.

5.3.7 Aircraft Records

Upon request of the Airport Operator or its duly designated representative, the Flying Club shall present the certificate of airworthiness and the log for each Aircraft based at the Airport showing the date(s), time flown, and the pilot's name for the most recent twelve-month period.

5.3.8 Proof of Organization Status

Prior to commencing operations from the Airport, a Flying Club must file with the Airport Operator proof that the proposed Flying Club is a not-for-profit organization.

A Flying Club shall submit a copy of its tax return as well as a current member list to the Airport annually.

A current member list shall be provided to the Airport at any time a member joins or exits the Flying Club.

5.3.9 Requirements

Each request to operate a Flying Club must:

1. Present a statement of intent to conform to the Airport Rules and Regulations, as well as those of federal, state, and local authorities.
2. Present a statement that the Flying Club shall defend, indemnify and hold harmless the Town of Morristown, the Airport Operator and any of their Employees or representatives from any penalties for violation of any law, ordinance, or regulation affecting the Flying Club's operation and from any and all claims, suits, losses, damages or injuries to persons or Property of any kind or nature arising out of the activities of the Flying Club or any of its agents or Employees.
3. Present proof of public liability insurance for personal injuries/death and Property damage arising out of any one accident in amounts not less than the following:

Combined Single Limit Coverage: \$2,000,000

Such insurance policies shall name the Airport Operator and the Town of Morristown as additional insureds.

4. Current certificates of insurance covering the above shall be delivered to the Airport Operator before operation of the Flying Club commences, and renewal certification shall be delivered at least thirty (30) days prior to expiration of any such coverage. Each certificate shall name the Airport Operator and the Town of Morristown as additional insureds and shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice to the Airport Operator.
5. Submit a completed Non-Commercial Flying Club Application which can be found in Appendix H.

5.4 Skydive/Parachute Operations

According to AC 105-2E, Section 9, Item 2, skydiving/parachuting operations require the requester to seek authorization to operate in Class B and Class D airspace from FAA Air Traffic Control (ATC). For the Airport, this would require authorization with the New York Terminal Radar Approach Control Facilities (TRACON) for operations in Class B airspace and the Morristown Air Traffic Control tower for authorization in Class D airspace. Refer to 14 CFR §105.25, “Parachute Operations in Designated Airspace”.

5.5 Operation of Aircraft

No Aircraft shall be operated on the Airport in a reckless or careless manner, or without due regard for the rights and safety of others. All Aeronautical Activities at the Airport are to conform with 14 CFR, the Rules and Regulations, directives of the Airport Operator and the FAA, or Air Traffic Control (ATC) personnel. All Aircraft are required to operate in conformance to FAA guidelines.

No airborne radar equipment shall be operated or ground tested on any passenger Ramp or apron area or any area when the directional beam of high intensity radar is within 300 feet or the low intensity beam (less than 50kw output) is within 100 feet of another Aircraft, an Aircraft refueling operation, an Aircraft refueling truck or a flammable liquid storage facility.

5.6 Starting or Running of Aircraft Engines

No Aircraft engine shall be started or run unless a licensed pilot or licensed ground personnel operator is attending the controls.

All Aircraft Operators are required to comply with the Aircraft Engine Run-up Policy, found in Appendix I.

5.7 Taxiing or Movement of Aircraft

All Aircraft shall be taxied at a safe and reasonable speed under full control with due regard for other Aircraft, persons, and property. Aircraft always have the right-of-way, unless in the event of an emergency or Air Traffic Control Tower (ATCT) requests otherwise.

No Aircraft shall be taxied into or out of hangars under its own power under any circumstances.

All Aircraft shall taxi on paved surfaces only.

No Aircraft shall pass another Aircraft on a Taxiway.

5.8 Passenger Enplaning and Deplaning

All loading or unloading of passengers and/or cargo to and from aircraft shall be performed on Ramps or aprons.

Written permission from the Airport Operator is required for overflow passenger enplaning and deplaning on runways and taxiways, which will only be granted in exceptional circumstances.

5.9 Rotary Wing Aircraft

Helicopters shall have braking devices and/or rotor mooring tie-downs applied to the rotor blades when not in use. Helicopters shall not be fueled while rotor blades are in motion.

5.10 Aircraft Radios

Aircraft are required to have a functioning two-way radio to communicate with the ATCT or on the UNICOM frequency when the ATCT is closed.

5.11 Restricted Activities

The following activities are not permitted to land or take off from the Airport, without explicit written permission from the Airport Operator:

- Motorless Aircraft
- Ultralight vehicles
- First flight/test flights (Aircraft performing test flights after major airframe and/or powerplant modifications)
- Lighter-than-air (such as balloons, dirigibles and nonrigid airships)
- Banner/Glider towing
- Model Aircraft/unmanned aerial vehicle (UAV)/unmanned aerial system (UAS)
- Aircraft above certified maximum takeoff weight (MTOW) in excess of published weight

5.12 Securing Aircraft

All Owners and Aircraft Operators are responsible for securing Aircraft, as set forth in AC 20-35C, when parked and/or stored. In no event shall the Airport Operator be liable for any damage resulting to or from an Aircraft that has not been properly secured.

All Aircraft that are parked or stored at the Airport for more than a 24-hour period must use a combination of two (2) locking devices to secure or disable the Aircraft, to reduce its chances of being tampered with or misused, as set forth in the N.J.A.C. 16:54-7.1.

Examples of locking methods that are considered satisfactory include:

- Locking Aircraft entry door
- Locking cockpit door
- Locking hangar door
- Keyed magneto switch
- Keyed starter switch
- Keyed master power switch
- Throttle lock
- Mixture lock

- Locking fuel cut-off
- Locking control surface "gust-lock"
- Propeller lock
- Propeller chain
- Propeller cable
- Locking wheel lock or chock
- Locking tie-down cable
- Lock-in-place pitot tube cover
- "Club" type devices for the control yoke

Pursuant to N.J.A.C. 16:54-7.1, hangar doors must have working locking devices and be closed and locked when they are unattended.

5.13 Emergency Operations

During an Aircraft emergency, all Aircraft shall clear active runways and shall hold their positions as directed by the ATCT. During an Aircraft emergency when the ATCT is closed, the Airport will be closed. Emergency conditions shall not mitigate or cancel these Rules and Regulations.

5.14 Airport Authority to Move Aircraft

Upon request by the Airport Operator, the operator of any Aircraft parked or stored at the Airport shall move such Aircraft from the place where it is parked to any place designated by the Airport Operator. If the Owner or Aircraft Operator, after being notified by the Airport Operator, refuses or fails to remove the Aircraft in a timely manner, the Aircraft may be removed by the Airport Operator at the risk, cost, and expense of the Owner or Aircraft Operator, without liability to the Airport Operator for damage arising from, out of, or related to, such removal.

5.15 Derelict and Disabled Aircraft

Only Aircraft considered airworthy by the FAA shall use the Airport for Aircraft parking, staging, or storage.

Aircraft that are Derelict shall be promptly removed from the Airport by the Owner or Aircraft Operator unless otherwise authorized in writing by the Airport Operator. Any Aircraft that is not in a flyable condition, does not have a current certificate of airworthiness and is not in a state of actively being repaired is considered Derelict. In the event the Airport Operator deems an Aircraft to be Derelict, the Owner or Aircraft Operator will have ninety (90) days to prove otherwise. Proof of airworthiness will consist of an annual inspection and/or a 100-hour inspection, whichever is warranted for that particular Aircraft.

If an Owner or Aircraft Operator fails to provide proof of airworthiness within the above-mentioned timeframe, the Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft. If the Owner or Aircraft Operator, after being notified by the Airport Operator, refuses or fails to remove the Aircraft in a timely manner, the Aircraft may be removed by the Airport Operator at the risk, cost, and expense of the Owner or Aircraft Operator, without liability to the Airport Operator for damage arising from, out of, or related to, such removal.

Owners or Aircraft Operators shall be responsible for the safe and prompt removal of disabled Aircraft and any part thereof from a movement area to a designated non-movement area, unless otherwise required or directed by the Airport Operator, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction. An Aircraft that requires assistance to move from a movement area to a non-movement area is considered to be Disabled.

In the event the Airport Operator determines the Owner or Aircraft Operator is unavailable or unable (or if Owner or Aircraft Operator, after being notified by the authority, refuses or fails) to remove the Disabled Aircraft in a timely manner, the Aircraft may be removed by the Airport Operator at the risk, cost, and expense of the Owner or Aircraft Operator, without liability to the Airport Operator for damage arising from, out of, or related to, such removal.

Whether the Airport Operator is removing a Derelict or a Disabled Aircraft, the Owner or Aircraft Operator will be asked to sign the Aircraft Removal Release Form which can be found in Appendix J.

5.16 Abandoned Aircraft

Abandoned Aircraft are prohibited on the Airport. Any Aircraft that has been found on Airport property in a wrecked, inoperative or partially dismantled condition, or an Aircraft that has remained in an inactive condition for forty-five (45) consecutive calendar days is considered Abandoned.

In the event the Airport Operator determines an Aircraft has been Abandoned, and that the Owner or Aircraft Operator is unavailable or unable (or if Owner or Aircraft Operator, after being notified by the authority, refuses or fails) to remove the Abandoned Aircraft in a timely manner (at Owner's/operator's cost and expense), the Aircraft may be removed by the Airport Operator at the risk, cost, and expense of the Owner or Aircraft Operator, without liability to the Airport Operator for damage arising from, out of, or related to, such removal.

5.17 Hours of Operation

The Airport is a public-use airport and as such is available for Aircraft operations twenty-four (24) hours per day, 365 days a year; subject to restrictions due to weather, the conditions of the AMA, or the presentation of special circumstances and like causes as may be determined by the Airport Operator.

Each Airport facility shall publish their normal hours of operation, in accordance with Airport Rules and Regulations, Minimum Standards or any Agreements.

5.18 Accidents and Incidents Involving Aircraft

Aircraft Operators and Owners involved in an Aircraft accident shall make a full and complete report of the Aircraft accident to the Airport Operator and appropriate agencies in a timely manner, complete any additional required forms and/or reports, and comply with NTSB regulations.

The report shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other agencies having jurisdiction.

Aircraft involved in an Aircraft accident may not be removed from the scene of the Aircraft accident until authorized by the Airport Operator who shall receive authorization from the FAA, NTSB, or other agencies having jurisdiction, as applicable.

Once authorization to remove the Aircraft has been issued, the Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft to return the Airport back to normal operations.

The Airport reserves the right to have an Aircraft involved in an accident removed at the Aircraft Owner/Aircraft Operator's expense without liability for damage that resulted from the removal. Once the Aircraft has been moved, it is the responsibility of the Owner/Aircraft Operator to decide where the Aircraft will be stored or how it will be disposed.

SECTION 6 – ENVIRONMENTAL, SAFETY AND HEALTH STANDARDS

6.1 Oil/Water Separators

All Lessees are required to comply with maintenance requirements outlined in Section 505 of the Hanover Sewerage Authority's Grease, Oil, and Sand Interceptors or Traps Regulations.

6.2 Aircraft Cleaning

Aircraft cleaning must be in compliance with all Legal Requirements.

6.3 Aircraft Maintenance

All maintenance and other operations conducted in any hangar or building on the Airport must conform with applicable Legal Requirements or regulations, local building codes and the requirements of fire, and other insurance policies currently in effect.

6.3.1 Approved Preventative Maintenance Activities in the WTD

An Aircraft Operator may engage in any of the preventative maintenance activities within the licensed WTD space that are permitted under 14 CFR § 43. Notwithstanding the foregoing, the Airport Operator may elect to eliminate specific preventative maintenance activities described herein if the Airport Operator determines that such activity or activities are prohibited under or are inconsistent with any of the Airport Operator's permits.

6.3.2 Approved Exterior Aircraft Washing in the WTD

An Aircraft Operator may engage in the washing of their Aircraft under the following conditions:

- The rinsing or washing is done over a pervious surface (grass, gravel, dirt),
- The wash water does not flow into surface waters or storm sewers,
- Only non-toxic and biodegradable products are used, and
- There is no washing or power washing of engines, motors, or portions of the Aircraft that have leaking fluids.

6.3.3 Doping

"Doping" processes shall be conducted only in designated and properly designed, fireproofed, and ventilated rooms or buildings in which all illumination, wiring, heating, ventilation equipment, switches, outlets, and fixtures, etc. shall be spark-proof.

6.3.4 Painting

The application of paint in small quantities to the exterior of an Aircraft is limited to a total area of less than two (2) square feet in size and is to be performed when the wind velocity is less than five (5) miles per hour. The use of spray guns attached to a compressor is expressly prohibited.

6.3.5 Environmental Protection

Persons performing maintenance or repair activities on an Aircraft which involve the handling of fuel, lubricants, chemicals, or other foreign substances, require a means to prevent the substance from coming into contact with any pavement or grounds.

When sumping fuel, a container approved for holding fuel, which catches all fuel being handled shall be used, and in no event will fuel be permitted to spill or leak onto any pavement or grounds.

Airport Lessees, Sublessees, Licensees, Permittees, Operators and Users shall be fully and exclusively responsible for the proper and lawful handling, storage and disposal of all waste generated by maintenance activities.

6.4 Fire Equipment

No person shall remove any equipment or device used in fire prevention except in case of emergency, fire, or for the purposes of inspection. All such equipment shall be inspected in conformity with local fire codes. Tags showing the date of the last such inspection shall be left attached to each unit.

6.5 Fire Hazards

All hangar doors, emergency exits, pull stations, fire hydrants and pits, hose boxes, and all fire-fighting apparatus and other appurtenances shall be kept clear of obstructions at all times.

Smoking and vaping within fifty (50) feet of any Aircraft, Refueling Vehicle or any fuel storage area is strictly prohibited. Open flames are prohibited without the written permission of the Airport Operator, excluding open flames utilized in the performance of Aircraft maintenance and Aircraft Rescue and Fire Fighting (ARFF) training exercises that require open flames. Open flames required for Aircraft maintenance and ARFF trainings shall be used in a manner that prevents any hazardous conditions.

When the Airport Operator has notified or requested any person on the Airport to correct or eliminate any fire hazard for which such person is responsible, such person shall correct or eliminate such hazard in the manner and within the terms prescribed in the notification or request. If such person contends, they are not responsible for such fire hazard, they shall notify the Airport Operator in writing.

6.6 Explosives or Other Dangerous Articles

Without written prior permission of the Airport Operator, no person shall keep, transport, handle or store at, in or upon the Airport any cargo of explosives or other dangerous articles which are barred from loading in or transportation by civil Aircraft in the United States under the regulations promulgated by the FAA. Any waiver of such regulation by the FAA shall not constitute written permission by the Airport Operator or alleviate the necessity for such permission. Advance notice of at least 24 hours to the Airport Operator is required for any request for permission hereunder.

6.7 Radioactive Materials

No person shall, without prior written permission of the Airport Operator and notice of at least twenty-four (24) hours, store, keep, handle, use or transport at, in or upon the Airport the following radioactive materials:

- Source material (as defined in standards for protection against radiation, promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including, but not limited to, uranium, thorium, or any combination thereof (but not including the "unimportant quantities of source material" set forth in 10 CFR 40.13)

- Special nuclear material (as defined in standards for protection against radiation promulgated by the Atomic Energy Commission, Title 10, Code of Federal Regulations, Part 20) including, but not limited to, plutonium, uranium 233, uranium enriched in the isotope 233 or in the isotope 235, or any material artificially enriched by any of the foregoing;
 - Nuclear reactor fuel elements that are partially expended or irradiated;
 - New nuclear reactor fuel elements;
 - Radioactive waste material;
 - Any radioactive material moving under an Interstate Commerce Commission special permit or Atomic Energy Commission permit and escort.

6.8 Compressed Gases

All compressed gases shall be handled, stored and disposed of in compliance with all applicable Legal Requirements governing such materials, and in a manner to prevent any leaks.

6.9 Lubricating Oils

All lubricating oils shall be handled, stored and disposed of in compliance with all applicable Legal Requirements governing such materials, and in a manner to prevent any spillage.

6.10 Hazardous Materials

All Hazardous Materials shall be handled, stored and disposed of in compliance with all applicable Legal Requirements governing such materials, and in a manner to prevent spillage.

Hazardous Materials may be subject to the requirements of the Emergency Planning and Community Right-to-Know Act (EPCRA) 42 CFR § 116.

6.11 Environmental Incidents

Without limiting the obligations imposed by Legal Requirements or Agreement, if an Environmental Incident occurs during or associated with a party's operations at the Airport, that party shall be responsible for the containment, clean-up, and remediation (if required)

of that Environmental Incident. Costs associated with the containment, clean-up, and remediation (if required) are the responsible party's obligation.

In the event of any Environmental Incident, the party responsible shall immediately notify the Airport Operator, as well as any regulatory agencies/authorities in a manner consistent with all applicable Agreements and Legal Requirements, including, but not necessarily limited to those of the New Jersey Department of Environmental Protection (NJDEP).

Environmental Incidents must be cleaned up immediately and to the satisfaction of the Airport Operator. No Aircraft or vehicular movement shall be allowed in the area until authorized by the Airport Operator.

If the responsible party fails to initiate clean-up activities for an Environmental Incident in a timely manner as deemed by the Airport Operator or if the Environmental Incident is not cleaned up to the satisfaction of the Airport Operator, the Airport Operator may elect to authorize its third-party spill response contractor to respond and to clean up the Environmental Incident. The cost of the Airport Operator's third-party spill response contractor will be the obligation of the responsible party.

Should a fuel spill occur at the Airport, the party responsible shall comply with Section 7.6 of these Rules and Regulations, as well as all applicable Legal Requirements and Agreements.

Each Lessee is required to submit annually to the Airport Operator the name and contact information for its on-call emergency response contractor.

6.12 Environmental Incidents Contained on Leasehold or WTD

Lessees and WTD Licensees are responsible for undertaking all required remedial actions in connection with any Environmental Incident on their leasehold or WTD spot. Environmental Incidents will be cleaned up and/or remediated to the satisfaction of the Airport Operator and in accordance with all applicable Legal Requirements by the responsible party.

Any documentation, reports or correspondence pertaining to the Environmental Incident that are to be submitted by the responsible party to a regulatory agency must be provided to the Airport Operator prior to submitting such documentation, reports or correspondence to the regulatory agency. The Airport Operator has ten (10) business days to review and comment on documentation, reports or correspondence that are to be submitted to a regulatory agency. No documentation, reports, correspondence, etc., are to be submitted to any regulatory agency without prior written permission from the Airport Operator. The

Airport Operator reserves the right to retain its own third-party environmental firm/legal counsel to conduct the review of the responsible party's documentation, reports or correspondence. The Airport Operator also reserves the right to and will seek financial recovery for all remediation and oversight actions taken, whether by the Airport Operator or a third-party environmental firm/legal counsel.

6.13 Environmental Incidents that have Migrated Off of Leasehold or WTD

Environmental Incidents that have left Lessee leaseholds or a WTD spot and have impacted the pavement, soil, stormwater system and/or groundwater off of the leasehold or WTD spot, will be cleaned up and/or remediated to the satisfaction of the Airport Operator and in accordance will all applicable Legal Requirements by the responsible party.

This type of Environmental Incident will be directed to the Airport Operator's third-party environmental firm, and if necessary, to the Airport Operator's legal counsel for oversight at the time that the Environmental Incident is reported to the Airport Operator. The responsible party will work directly with the Airport Operator's third-party environmental firm and/or legal counsel to properly close out the Environmental Incident in accordance with Legal Requirements.

Any documentation, reports or correspondence pertaining to the Environmental Incident that are to be submitted by the responsible party to a regulatory agency must be provided to the Airport Operator and/or third-party environmental firm/legal counsel prior to submitting such documentation, reports or correspondence to the regulatory agency. The Airport Operator and/or third-party environmental firm/legal counsel has ten (10) business days to review and comment on documentation, reports or correspondence that are to be submitted to a regulatory agency. No documentation, reports, correspondence, etc., are to be submitted to any regulatory agency without prior written permission from the Airport Operator.

The Airport Operator reserves the right to and will seek financial recovery for all remediation and oversight actions taken, whether by the Airport Operator its third-party environmental firm/legal counsel.

If the Airport Operator is not satisfied with the remediation/reporting efforts undertaken by the responsible party because the Airport Operator concludes that this work is not in compliance with Legal Requirements, the Airport Operator will retain its third-party environmental firm to properly remediate/report the Environmental Incident. The costs associated with the Airport Operator's third-party environmental firm will be the responsibility of the responsible party.

The requirements set forth above are in addition to any obligation imposed on a Lessee or other party under any Agreement or Legal Requirements.

6.14 Environmental Incidents on the Airfield

If an Aircraft incurs an Environmental Incident on the airfield, it is the responsibility of the Lessee or WTD Licensee, with whom the Aircraft was most recently parked/serviced/fueled to address the Environmental Incident. As this Environmental Incident has occurred on the airfield, it is imperative that the Environmental Incident be cleaned up as soon as possible. If the Lessee is unable to provide clean-up services in a timely fashion as deemed by the Airport Operator, the Airport Operator will provide clean-up services and the cost incurred will be the responsibility of the Lessee or WTD Licensee.

Environmental Incidents on the Airfield will be considered an “Environmental Incident that have Migrated Off of Leasehold or WTD” as described in Section 6.13, with the Lessee or WTD Licensee as the responsible party.

6.15 Historic Fill Material

Historic Fill Material is present at various locations on the Airport, which was deposited during development of the Airport to raise the topographic elevation of the site. Historic Fill Material is defined as non-indigenous material, deposited to raise the topographic elevation of the site, which was contaminated prior to emplacement, and is in no way connected with the operations at the location of emplacement and which includes, without limitation, construction debris, dredge spoils, incinerator residue, demolition debris, fly ash, or non-hazardous solid waste. Historic Fill Material was used extensively throughout the State of New Jersey, particularly, along industrialized waterfront areas in North-Eastern and South-Western New Jersey. The Historic Fill Material at the Airport may contain contaminants including polynuclear aromatic hydrocarbons (PAHs) and metals at levels in excess of NJDEP’s applicable Soil Remediation Standards.

Since regional Historic Fill Material has been documented at the Airport, the Airport is currently identified as a known contaminated site and a Licensed Site Remediation Professional (LSRP) has been retained. The Airport-wide Historic Fill Material is currently being remediated under the NJDEP’s Site Remediation Program, under PI Nos. 011041 (Activity No. LSR110002) and 425183 (Activity No. LSR120001). Institutional (Deed Notice) and Engineering controls (i.e. fencing), are the proposed remedial actions. Additionally, a Classification Exception Area (CEA) and Well Restriction Area (WRA)

have been instituted at the Airport to document the presence of impacted groundwater associated with the Airport-wide Historic Fill Material.

As remediation is currently occurring at the Airport under the NJDEP's Site Remediation Program and a LSRP has been retained regarding Historic Fill Material, the Airport Operator has an affirmative obligation to ensure that all Legal Requirements regarding Historic Fill Material at the Airport are met. This obligation requires all Lessees to notify the Airport Operator and their LSRP of any proposed excavation activities, regardless of size and to abide by all Legal Requirements pertaining to Historic Fill Material.

Any Lessee conducting excavation activities will be required to fill out the Excavation Notification Form found in Appendix K in its entirety and submit the form to the Airport Operator and their LSRP at least ten (10) business days prior to commencing any excavation activities. Incomplete forms will not be accepted.

All media including but not limited to soil, groundwater, and concrete must be managed and disposed of in accordance with current NJDEP protocols.

Dewatering of groundwater may not be discharged to surface water or the storm sewer system without appropriate permits. If dewatering activities are anticipated, a dewatering plan must be submitted to the Airport Operator and LSRP at least ten (10) business days prior to commencing dewatering activities. The dewatering plan must be approved by the Airport Operator and their LSRP prior to commencing dewatering activities. The Lessee is responsible for obtaining any dewatering permits which may be required from the NJDEP prior to the withdrawal of groundwater. Groundwater may be temporarily stored on-site for off-site disposal. Groundwater planned for off-site disposal must be sampled in accordance with the approved facility's sampling requirements. Laboratory data and supporting documentation must be provided to the Airport Operator and LSRP for review and approval before any groundwater is transported off-site.

Any fill (soil/gravel) brought onto the Airport must be certified clean fill in accordance with the NJDEP Fill Material Guidance. Clean fill sources must be approved by the Airport Operator and the LSRP prior to fill being brought on-site. Documentation regarding clean fill must be provided to the Airport Operator and their LSRP at least ten (10) business days prior to bringing fill on-site. Alternative fill material from off-site sources will not be accepted.

Soil can be returned to the area from which it was removed from (i.e. excavation) without sampling. If soil or concrete is planned for off-site re-use or disposal, the material must be sampled in accordance with NJDEP's Fill Material Guidance or in accordance with the approved receiving facility's sampling requirements. Laboratory data and supporting

documentation must be provided to the Airport Operator and LSRP for review and approval before any soil or concrete is transported off-site. Off-site reuse of soil or concrete from the Airport as Alternative fill is not permitted. Any concrete (removed from above or below grade) that is planned for off-site recycling must be sampled in accordance with the NJDEP Guidance for Characterization of Concrete and Clean Material Certification for Recycling.

A Materials Handling Plan (MHP) must be submitted to the Airport Operator and its LSRP for review at least ten (10) business days prior to commencing excavation activities if media is planned for off-site disposal. The MHP will describe the material sampling procedures, names of testing laboratories to be used and a list of proposed disposal facilities including analytical requirements and applicable operating permits. The MHP, which includes disposal facilities, must be approved by the Airport Operator and the LSRP prior to the transportation of any media from the Airport.

Please refer to the Excavation Notification Form in Appendix K for further instructions and Completion Reporting requirements regarding excavation activities.

Lessee is responsible for all costs associated with the preparation and completion of the required documentation/reporting/permitting, etc. as detailed in this section, as well as all sampling and disposal costs for all media being disposed of off-site. The Airport Operator reserves the right to and will seek financial recovery for all environmental oversight actions taken, whether by the Airport Operator or the LSRP.

SECTION 7 – FUELING OPERATIONS

7.1 Aircraft Fueling and Defueling

Aircraft fueling and defueling shall be conducted in accordance with these Rules and Regulations, approved fire code, applicable National Fire Protection Association (NFPA) regulations, applicable FAA regulations, and all other applicable Legal Requirements, including Spill Prevention, Control and Countermeasure (SPCC) regulations promulgated by the Environmental Protection Agency (EPA).

All persons conducting fueling/defueling operations shall be trained in accordance with all applicable Legal Requirements.

Fuel delivered, stored or dispensed by a FBO or Self-Fueling Permittee (Permittee) shall fully comply with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel) and/or ASTM D 1910 (Avgas), as applicable. Ensuring the quality of the fuel is the sole responsibility of such FBO or Permittee.

Aircraft fueling can only occur on a leasehold, unless otherwise authorized by the Airport Operator.

7.2 Overflow/Venting Prevention

Persons engaged in the fueling and draining of Aircraft shall exercise extreme care to prevent overflow of fuel and or venting of fuel.

7.3 Fire Prevention

Adequate fire extinguishers shall be within ready reach of personnel engaged in fueling and draining operations.

7.4 Refueling Vehicles

7.4.1 General

- Refueling Vehicles will be inspected prior to entry into the fuel farm. All Refueling Vehicles must be in good working order and free from leaks for entry to be granted into the fuel farm. Any Refueling Vehicle observed to be

leaking will not be allowed into the fuel farm until documentation has been provided to the Airport Operator stating that the leak has been repaired.

- All Refueling Vehicles are subject to quarterly inspections by the Airport Operator.
- Records must be kept for all applicable permits for each Refueling Vehicle and made available to the Airport Operator during quarterly inspections.

7.4.2 Spill Response Kit

All Refueling Vehicles are required to have a spill response kit on board that includes at least the following:

- 2 Booms (3"x 12')
- 2 Booms (3" x 4')
- 5 lbs Loose Sorbent
- 10, 18" x 18" pads
- 4, 1-liter pillows
- 1 box Chemical-Resistant Gloves
- 1 pair Chemical-Resistant Overgloves
- 1 pair of Goggles and/or safety glasses
- 2 Disposable Bags
- 1 PPE set consisting of coveralls and over boots
- Non-sparking Shovel
- Non-sparking Broom
- PVC drain cover

7.4.3 Fire Extinguishers

Each Refueling Vehicle must have two (2) fire extinguishers mounted to each side of the vehicle with a rating of at least 20-BC.

7.4.4 Markings and Labels

Each Refueling Vehicle shall have a sign on each side of the vehicle and on the rear of the vehicle to identify the product within the Refueling Vehicle. The sign shall have letters at least three (3) inches high and shall be of a color contrasting sharply with the sign background for visibility. The words “flammable” and the name of the product carried, such as “JET-A” or “AvGas”, shall appear on the sign.

A “no smoking” sign shall be posted prominently in the cab of each Refueling Vehicle.

Emergency fuel shutoff controls shall be placarded “Emergency Fuel Shutoff” in letters at least two (2) inches high and shall be a color that contrasts with the placard background for visibility. The method of operation of the emergency fuel shutoff control shall be indicated by an arrow or the word “push” or “pull”, as appropriate.

7.4.5 Maintenance of Equipment

Fueling hoses and draining equipment shall be maintained in a safe, sound, and non-leaking condition at all times.

Maintenance of equipment must must be conducted within a Lessee’s leasehold. Lessees may designate an area within their leasehold for equipment maintenance, as long as this area is in compliance with both the Lessee’s and Airport’s current SWPPP.

All equipment maintenance in any hangar on the Airport must conform with applicable Legal Requirements and regulations, local building codes and the requirements of fire, and other insurance policies currently in effect.

Maintenance records must be made available to the Airport Operator upon request.

7.4.6 Bonding/Grounding Devices

All hoses, funnels, and appurtenances used in fueling and draining operations shall be equipped with a grounding device to prevent ignition of combustible/flammable liquids.

7.5 Refueling Vehicle Operators

7.5.1 Training and Identification

All Refueling Vehicle operators must be trained in Fire Extinguisher Training, Hazardous Materials Awareness, Level 1 and Hazardous Materials Operations, Level 2 in accordance with the New Jersey State Police Office of Emergency Management.

All Refueling Vehicle operators must complete Fuel Farm Interactive Employee Training (IET) as administered by the Airport Operator, before being allowed access to the fuel farm.

All Refueling Vehicle operators must have a current Airport ID Badge with a fuel farm endorsement.

All Refueling Vehicle operators must complete the fuel farm safety briefing with an authorized Operations Coordinator and become familiar with emergency procedures.

All of the training required in this section must be current and proof of training must be provided to the Airport Operator before access to the fuel farm is granted.

7.5.2 Fuel Farm Operations

The deadman control must be held at all times by the Refueling Vehicle operator.

All sources of ignition including, but not limited to matches, lighters, and cigarettes, must be extinguished prior to entering the fuel farm.

Drip pans must be placed under the pump hose fitting by the Refueling Vehicle operator prior to refueling activities.

Refueling Vehicles must be bonded prior to connecting any fueling hose or vapor recovery hose.

Refueling Vehicle operators must wear safety glasses/goggles, high visibility vest/clothing, closed-toe boots or shoes, and chemical resistant gloves while at the fuel farm.

Unless intrinsically safe, all cell phones and radios must be turned off.

Refueling Vehicle operators may not sit in the Refueling Vehicle during refueling activities. Refueling Vehicle operators must monitor the fueling activities from outside of the truck at all times and be alert for leaks and spills.

7.6 Fuel Spills

All fueling activities shall be conducted in compliance with all applicable Legal Requirements, rules, regulations and Agreements governing such activities, and in a manner to prevent fuel spillage.

Any party who has a fuel spill shall be responsible for the containment, clean-up, and remediation (if required) of that spill. Remediation should be conducted in accordance with all applicable Legal Requirements. Fuel spills are considered Environmental Incidents (see Section 6.11).

7.6.1 Small Fuel Spill

A small fuel spill is identified as having any of the following conditions:

- Less than 5 gallons
- Less than 10 feet in any direction
- Smaller than 50 square feet
- The source can be shut off
- It does not present and does not have the potential to present a hazard to any persons or Property
- The spill is containable

7.6.2 Major Fuel Spill

A major fuel spill is identified as any one of the following:

- 5 gallons or more
- 10 feet or more in any direction
- 50 square feet or more
- The source cannot be shut off
- It presents or has the potential to become a hazard to any persons or Property
- The spill is not containable

7.7 Fuel Spill Notification

In the event of a fuel spill, the party responsible should immediately notify their supervisor and the Airport Operator at (201) 522-8742. They should provide the Airport Operator with the following information:

- The location of the spill
- The type of fuel spilled
- How much fuel was spilled
- If there is an ignition source present
- If the spill is a hazard to persons or Property
- If the spill has been contained

The party responsible must also make the proper notifications to regulatory agencies/authorities in a manner consistent with all Legal Requirements, applicable rules and regulations, including, but not necessarily limited to 40 CFR Part 110, *Discharge of Oil regulations*; 40 CFR Part 112, *Oil Pollution Prevention regulations*; or N.J.A.C. 7:1E-5, *Discharge Notification Response and Reporting requirements*. Without limiting the scope of the foregoing, all fuel spill prevention and control measures required by NFPA 407, *Aircraft Fuel Servicing 1996* (as may be amended) shall be observed.

7.8 Non-Commercial Self-Fueling (Jet and Avgas)

Any person wishing to engage in self-fueling activities must obtain a Self-Fueling Permit from the Airport Operator prior to commencing self-fueling activities. A Permittee shall comply with these Rules and Regulations as well as all Legal Requirements.

Fuel delivered/dispensed by a Permittee shall fully comply with quality specifications outlined in ASTM D1655 (Jet fuel) and/or ASTM D1910 (Avgas), as applicable. Ensuring the quality of the fuel is the sole responsibility of the Permittee.

Any Environmental Incident incurred by a Permittee shall be the sole responsibility of the Permittee. The Rules and Regulations in Section 6.0, in their entirety will be applicable to an Environmental Incident by a Permittee.

SECTION 8 – WINTER OPERATIONS

8.1 Aircraft Chemical Deicing/Anti-Icing

All Aircraft deicing/anti-icing activities must be in compliance with the Airport Operator's and individual Lessee's SWPPP. For information on the Airport Operator's SWPPP contact the Airport Operator at (973) 538-6400. Aircraft deicing is only allowed in designated areas such as a Deicing Pad. A Deicing Pad Area map is provided as Appendix L.

8.2 Pavement Deicing

8.2.1 Airside Chemicals

Only chemicals approved by the FAA Advisory Circular 150/5200-30C or the most current advisory circular may be used. At present, these include the following:

- Potassium Acetate (liquid)
- Potassium Formate (liquid)
- Sodium Formate (solid)
- Sodium Acetate (solid)
- Heated sand

8.2.2 Landside Chemicals

Only the following chemicals and substances are approved for pavement deicing Landside:

- Sodium Chloride (Rock Salt)
- Calcium Chloride
- Lithium Chloride
- Sand

8.3 Plowing

Lessees shall be responsible for plowing their leaseholds at their own expense in a timely manner. Lessees shall not pile snow in a manner that obstructs Aircraft passage on Taxiways, Taxilanes, or runways. Access to the Taxiways in order to conduct snow removal operations shall be coordinated with the Airport Operator. Lessees shall not plow snow onto plowed Taxiways, Taxilanes, runways, roads, or Ramps.

Lessees shall provide proof of insurance for contractors involved in snow removal operations.

Snow must remain on the Lessee's leasehold. The Airport Operator reserves the right to push snow back onto a leasehold and/or to bill Lessee for the Airport Operator or their third-party snow removal contractor's time to move the snow.

The above requirements are in addition to those required in any Agreement.

8.4 WTD Snow Removal Operations

Licensees of the WTD can have their spot shoveled or plowed. Snow should not be plowed or shoveled into the aisle. Care should be taken to not create wing tip issues for other Airport Users.

SECTION 9 – INTERNATIONAL ARRIVALS

9.1 U.S. Customs & Border Protection Apron

9.1.1 Arrival & Departure

All Aircraft arriving and departing the United States Customs & Border Protection (USCBP) Apron shall follow the marshalling instructions of ground personnel.

9.1.2 Taxiing Weight Category

Any Aircraft that has a maximum gross landing weight (MGLW) of 58,500 pounds or more is not allowed to turn around on the USCBP Apron under its own power. A tug must be arranged to turn Aircraft in this weight category.

9.1.3 Turning on the Customs Apron

Any Aircraft with a wingspan greater than 65 feet or a length greater than 85 feet may not turn around on the USCBP Apron under its own power. A tug must be arranged to turn Aircraft greater than the above defined parameters.

9.1.4 Fueling Operations

All fueling operations are prohibited on the USCBP Apron without written permission from the Airport Operator.

9.2 Regulated Garbage

All Regulated Garbage must be collected from all International flights, pursuant to 7 CFR Part 330 and 9 CFR 94.5.

Regulated Garbage must be placed in a leak-proof plastic bag and given to an authorized representative of the Airport Operator, who will then dispose of it in compliance with their agreement with USCBP.

SECTION 10 – NOISE ABATEMENT

10.1 General

The Noise Abatement Program at the Airport is a voluntary program set forth by the Airport Operator to mitigate the impact of Aircraft on surrounding communities. It is not intended that the procedures herein shall in anyway abrogate the authority and responsibility of the pilot-in-command to assure the safe operation of the Aircraft.

Noise abatement signs explaining departure procedures appear at the approach end of all runways. Noise abatement procedures can be found on the Airport's website at: <https://www.mmuair.com/pilots/noise-abatement-procedures>.

10.1.1 Closed Traffic Operations

- No touch-and-go operations on Runway 31 at any time.
- No closed traffic operations (touch-and-go, stop-and-go, full stop taxi-back) on any runway between the hours of 2200 local and 0830 local.
- No touch-and-go operations or low approach for military, turbojet, or turboprop Aircraft at any time.

10.1.2 Instrument Flight Rules (IFR) Departures

IFR departures should be conducted as directed by the ATCT; however, the use of the National Business Aviation Association's (NBAA) Noise Procedures is highly recommended.

10.2 Fixed Wing Aircraft Weighing 12,500 Pounds or Greater

10.2.1 Traffic Pattern Altitude

The traffic pattern altitude is to be flown at 1700' Mean Sea Level (MSL).

10.2.2 Visual Flight Rules (VFR) Departures

Runway 5	Climb runway heading until reaching 1700' MSL before proceeding on course.
Runway 23	Climb runway heading until reaching 500' MSL, then climb on a heading of 210 degrees until reaching 1700' MSL before proceeding on course.
Runway 13	Climb runway heading until reaching 500' MSL, then climb on a heading of 100 degrees until reaching 1700' MSL before proceeding on course.
Runway 31	No jet Aircraft departures unless wind exceeds 16 knots. Execute a climbing 10-degree left turn until reaching 1700' MSL before proceeding on course.

10.2.3 VFR Arrivals

Runway 5	Maintain 1,700 ft MSL or higher as long as practical. Use minimum flap setting and delay extending landing gear until established on the final approach. Use thrust reduction techniques and minimize rapid revolutions per minute (RPM) changes.
Runway 23	Published Route 80 Visual Approach preferred. Maintain 1,700 ft MSL or higher as long as practical. Use minimum flap setting and delay extending landing gear until established on the final approach. Use thrust reduction techniques and minimize rapid RPM changes.
Runway 13	No jet arrivals, unless wind velocity exceeds 16 knots.
Runway 31	Left Traffic Pattern. Maintain 1,700 ft MSL or higher as long as practical. Use minimum flap setting and delay extending landing gear until established on the final approach. Use thrust reduction techniques and minimize rapid RPM changes.

10.2.4 Route 80 Visual Approach

- Follow procedure as published by the FAA
- Procedure not available at night.

10.3 Fixed Wing Aircraft Weighing 12,500 Pounds or Less

10.3.1 General

All Runways: climb upwind at Vy or Vx, or combination thereof, use a crab angle to maintain extended centerline of the runway. Climb to 900' MSL (300 feet below traffic pattern altitude (TPA)) and initiate turn to crosswind leg. Continue climbing to 1200' MSL and complete a standard traffic pattern.

10.3.2 Traffic Pattern Altitude

The traffic pattern altitude is to be flown at 1200' MSL.

10.3.3 VFR Departures

Runway 5	Climb runway heading until reaching 1200' MSL before proceeding on course
Runway 23	Climb runway heading until reaching 1200' MSL before proceeding on course
Runway 13	Climb runway heading until reaching 1200' MSL before proceeding on course
Runway 31	As soon as feasible, execute a climbing 10-degree left turn until reaching 1200' MSL before proceeding on course.

10.3.4 VFR Arrivals

Runway 5	Left traffic pattern
Runway 23	Left traffic pattern
Runway 13	3 mile straight-in approach
Runway 31	Left traffic pattern

10.4 Rotary Wing Aircraft

Helicopters arriving/departing the Airport should overfly either Route 24, Route 10, Route 287, or Columbia Turnpike, avoiding densely populated residential areas when possible. If the Columbia Turnpike Route must be flown, Aircraft Operators should make every effort to avoid the area south of Columbia Turnpike and remain as high as possible.

- When crossing noise-sensitive areas, maintain a minimum altitude of 2,000 feet
- Use gradual and smooth control movements

10.4.1 Departures

- Departing Taxiways intersection Alpha and Echo or Runway 5: When able, fly runway heading until reaching 1000' MSL before proceeding on course.
- Departing Taxiways intersection Bravo and Charlie or Runway 31: When able, climb to 1000' MSL within the Airport boundary before proceeding on course.

10.4.2 Arrivals

Taxiways intersection Alpha and Echo or Runway 5, and Taxiways intersection Bravo and Charlie or Runway 31: When able, maintain at or above 1000' MSL until over the Airport boundary before descending.

10.5 Engine Run-Ups

All Aircraft Operators are required to comply with the Aircraft Engine Run-up Policy, found in Appendix I.

APPENDIX A

GENERAL PROVISIONS

General Provisions

Purpose

The primary purpose of these Rules and Regulations is to provide Airport Lessees, Sublessees, Licensees, Permittees, Operators and Users with a document representing a compendium of rules, regulations, policies, procedures, and general information governing their activities at the Airport. These Rules and Regulations are designed to protect the public health, safety, interest, and general welfare of the Operators, Lessees, Sublessees, Licensees, Permittees, consumers, and Users of the Airport and to restrict or prevent any activity or action which would interfere with the safe orderly, and efficient use of the Airport by its Operators, Lessees, Sublessees, Licensees, Permittees, consumers, and Users.

Definitions

The terms defined in the Appendix (Definitions and Acronyms) are identified throughout the Rules and Regulations by the use of capital letters. These terms shall be construed as defined therein, unless a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa and the use of pronouns of any gender shall include any other gender. Words or phrases that are not defined shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

Authority

The Rules and Regulations set forth herein are enforceable pursuant to the statutory and other authority granted to the Federal, State and Local authorities and to the Airport Operator to adopt and enforce regulations for the use and operation of the Airport. These Rules and Regulations are in addition to any obligations and requirements imposed in any lease, license agreement or other Agreement with the Airport Operator to which any person is a party.

For the safe and efficient operation of the Airport and the safety and convenience of the public, Airport Operator personnel are hereby vested with the authority to institute day-to-day operating procedures not inconsistent with these Rules and Regulations. In addition, if, in the opinion of the Airport Operator, a safety or other emergency condition arises, the Airport Operator may impose temporary restrictions or requirements that are different from and more restrictive than these Rules and Regulations.

Statement of Policy

It is the desire of the Airport Operator to plan, operate, develop and manage the Airport in such a manner to: (a) protect and promote the health, safety, security and general welfare of the public at the Airport, (b) encourage the provision of the type, level and quality of General Aviation services, products and facilities desired by the public at the Airport, (c) to ensure the safe and efficient operation of the Airport; and (d) ensure the Airport's long-term financial health.

For situations not specifically addressed in the Rules and Regulations, the Airport Operator is authorized to make such policies, standards, rules, and regulations as may be warranted given the situation and/or circumstances pertaining to the use of the Airport.

As set forth by the FAA, by way of the Airport Sponsor Assurances, any airport developed with federal grant assistance is obligated to operate for the use and benefit of the public and shall be made available to all types, kinds and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

Non-Discrimination

In accordance with 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended or reenacted, in the use of the Airport or its Improvements, no person shall discriminate against any person or class of persons by reason of race, religion (creed), color, national origin, sex, gender expression, age, marital status, military status or physical handicap, in any of the Airport's activities or operations.

Airport Management

Pursuant to the 1982 Lease, the Airport Operator has full authority to manage and operate the Airport, to adopt and enforce Rules and Regulations and Minimum Standards, to enter into Agreements with Lessees, Sublessees, Licensees, Permittees, Operators and Users of the Airport, and to take all other actions necessary and appropriate to ensure the operation of the Airport as a public use airport in a manner consistent with all applicable requirements and regulations of, and agreements with, the Federal Aviation Administration and the New Jersey Department of Transportation.

Effective Date

These Rules and Regulations shall be in effect and shall remain in effect as of July 10, 2019.

Compliance with Legal Requirements and Agreements

All entities leasing, occupying and/or developing Airport land or Improvements, or engaging in an Aeronautical Activity at the Airport shall comply, at the entity's sole cost and expense, with all applicable Legal Requirements including those of Federal, State and Local governments and any other agency having jurisdiction over the Airport.

Compliance with the Airport's Rules and Regulations shall not excuse any entity from compliance with any responsibility and/or obligation that the entity may have under any existing or future agreement.

Services to Be Provided on a Reasonable, and Not Unjustly Discriminatory, Basis

All entities engaging in any Aeronautical Activity at the Airport, in which services are being furnished to the public, shall:

- 1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all Users thereof, and
- 2) Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

Conflicting Legal Requirements and Agreements

If a provision of these Rules and Regulations is found to be in conflict with any provision of any applicable Regulatory Measure or Agreement, or any provision of an existing or future Agreement, the provision that establishes the higher or more stringent requirements shall prevail.

Right to Self-Service

An Owner or the Owner's Employees may perform services that may include fueling, maintenance, or repair on the Owner's Aircraft utilizing the Owner's vehicles, equipment, and resources (self-service). An Owner who engages in self-service activities may not perform services for compensation or hire. The right to engage in self-service activities is conditioned upon compliance with applicable regulatory measures and Minimum Standards.

Fines or Penalties

Entities shall have the responsibility to pay any fine or penalty levied against entity, individually and collectively, and its representatives, officers, officials, employees, agents and volunteers as a result of entity's failure to comply with any applicable provision of these Rules and Regulations or any other regulatory measure.

Severability

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of these Rules and Regulations, or any part thereof, is, for any reason, held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction or other competent agency, such decision will not affect the validity or effectiveness of the remaining portions of these Rules and Regulations.

Subordination of Activities

These Rules and Regulations are subject and subordinate to the provisions of any existing or future Agreement between the Airport Operator and/or the Town and the Federal, State, and Local Governments, relative to the planning, operation, development and management of the Airport and are specifically subordinated to, and shall be construed in accordance with the Airport Sponsor Assurances.

Notices, Requests for Approval, Applications and Other Filings

Any notice, request for approval, application or other filing required or permitted to be given to or filed with the Airport Operator and any notice or communication required or permitted to be given to or filed with any existing or prospective Airport Lessee, Sublessee, Licensee, Permittee, Operator or User shall be in writing and signed by the entity giving such notice. All documents shall be hand delivered or sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email) and shall be deemed effective when actually received by the Airport Operator or the entity at its place of business or such other address as may have been provided, including received electronically.

Amendments

These Rules and Regulations may be supplemented, amended, or modified from time to time and in such a manner and to such extent as is deemed necessary by the Airport Operator.

The Airport Operator may issue special rules, standards, notices, regulations, directives, restrictions or conditions from time to time as may be warranted.

Variance and Exemption

Requests for variances or exemptions from any provision of these Rules and Regulations shall be in writing and submitted to the Airport Operator. Requests must state the specific provision of these Rules and Regulations for which the variance or exemption is sought, a description of the proposed variance or exemption, the reason for the proposed variance or exemption, the anticipated impact on the Airport as well as Airport Users, Lessees, Sublessees, Licensees, Permittees, Operators and the public, and the duration of the proposed variance or exemption.

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

The Airport Operator has the authority, but is not obligated to approve variances or exemptions to these Rules and Regulations when special conditions or unique situations exist.

Prior to the Airport Operator approving or denying a request for variance or exemption, the Airport Operator shall conduct a review of all relevant information, including those items described above as well as any other information that may be requested or required by the Airport Operator.

Approval or denial of a variance or exemption by the Airport Operator shall be reasonable and not unjustly discriminatory. Approval or denials of a variance or exemption by the Airport Operator shall be provided in writing within sixty (60) calendar days from the receipt of the written request.

If a variance or exemption is approved by the Airport Operator, the variance or exemption shall only apply to the special condition or unique circumstance of the particular case for which the

variance or exemption is granted and only for the specified duration of time. Any approval can be with conditions.

An approval by the Airport Operator of a variance or exemption shall not serve to supplement, amend or alter these Rules and Regulations.

Requests for a variance or exemption can be denied in accordance with Section “Possible Grounds for Rejecting Application” of these General Provisions.

Rights and Privileges Reserved

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities. In addition to the following rights and privileges, the Airport Operator reserves the rights and privileges outlined under Federal and/or State Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

Nothing contained with these Rules and Regulations shall be construed to limit the use of any area of the Airport by the Airport Operator (its representatives, employees, agents and volunteers) or to prevent any Federal, State or local personnel from acting in official capacities.

The Airport Operator reserves the right to allow the use of the Airport by others pursuant to applicable Legal Requirements pertaining to the Airport and such use.

The Airport Operator reserves the right to designate specific areas of the Airport for activities in accordance with the currently adopted Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly and efficient use of the Airport.

It is the policy of the Airport Operator that any occupancy, use, and/or Improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient use of the Airport. Nothing contained in these Rules and Regulations shall require or obligate the Airport Operator to apply to the FAA for approval of the revision of the ALP on behalf of a current or prospective Airport Lessee, Sublessee, Licensee, Permittee, Operator or User.

The Airport Operator reserves the right to develop and make any Improvements and/or repairs at the Airport that it deems necessary. The Airport Operator will provide advance notice of the date and time to affected parties that such development, Improvements, and/or repairs will be made. The Airport Operator shall not be obligated to reimburse or compensate any Airport Lessee, Sublessee, Licensee, Permittee, Operator or User, or any other entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, Improvement, and/or repair.

The Airport Operator and its representatives, employees, agents and volunteers shall not be responsible for loss, injury, or damage to persons or Property at the Airport related in any way to any natural disaster or illegal activity.

During time of war or national emergency, the Airport Operator shall have the right to enter into an agreement with the United State Government for military use of part or all of the landing area, the publicly owned air navigation facilities, and/or other areas or facilities at the Airport. If any such agreement is executed, any agreement between the Airport Operator and an Airport Lessee, Sublessee, Licensee, Permittee, Operator or User, insofar as it is inconsistent with the agreement between the Airport Operator and the United States Government, shall be suspended, without any liability on the part of the Airport Operator to the Airport Lessee, Sublessee, Licensee, Permittee, Operator or User.

The Airport Operator is under no obligation to provide financing and/or make any Improvement to Airport land and/or Improvements to facilitate any development to consummate an Agreement proposed by a current or prospective Airport Lessee, Sublessee, Licensee, Permittee, Operator or User. The Airport Operator is also under no obligation to (a) pursue Federal, State, or other available funds to contribute to such development or (b) provide matching funds to secure such funding.

The Airport Operator reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interests of the Airport, its users, and the public, including preserving the assets of the Airport, protecting the safety and security of the people who work at and/or use the Airport, and maintaining the integrity of the Airport's mission, vision and goals for the Airport.

Possible Grounds for Rejecting Application

In this section, the term “activity” is inclusive of all Commercial Aeronautical Activities, Non-Commercial Aeronautical Activities, and non-aeronautical activities.

Airport Operator may reject any proposal, request for variance or exemption, assignment, change in majority ownership, encumbrance, or application for any one or more of the following reasons (as determined by the Airport Operator).

The entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Airport Operator.

The proposed activities and/or Improvements would create a safety or security risk at or on the Airport or constitute a hazard, obstruction, or danger to air navigation.

The Airport Operator would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the Airport Operator is unwilling and/or unable to expend or supply.

No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity at the time of the proposal or application submittal, nor is such availability contemplated within a reasonable timeframe.

The proposed activities and/or Improvements do not comply with the Airport Master Plan or ALP currently in effect or anticipated to be in effect.

The entity's occupancy, use or development of Airport land and/or Improvements is likely to be detrimental to the public, will result in congestion of Aircraft and/or will interfere with activities/access of any existing Airport Lessee, Sublessee, Licensee, Permittee, Operator or User.

The entity has intentionally or unintentionally misrepresented or omitted material facts in a proposal, application and/or supporting documentation.

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

The entity or any officer, director, agent, representative, shareholder or employee thereof has a record of violating Legal Requirements applicable to the Airport and/or the entity's proposed activity.

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

The entity does not exhibit adequate financial capability, capacity or responsibility to undertake and sustain the proposed activity.

The entity cannot obtain a bond or insurance of the type and amounts required by the Airport Operator for the proposed activity.

The entity seeks terms and conditions that are inconsistent with the Rules and Regulations and/or any request for qualifications and/or proposals (or any other document) issued by the Airport Operator.

The entity's proposed activity and/or the proposed activity or use is inconsistent with the mission, visions and goals of the Airport or any Sponsor Assurances.

Any other reason consistent with the rights and obligations of the Airport Operator and/or the Airport Sponsor.

Airport Non-Liability

The Airport Operator, the Town of Morristown, and their agents and employees shall not be liable for loss, damage, or injury to persons or Property arising from accident, incident, or mishap of any nature whatsoever and/or from any cause whatsoever to any individual, entity, Aircraft or Property occurring on the Airport or in connection with the use of any Airport facilities.

Acceptance of Conditions at Airport

All persons using the Airport shall do so at their own risk. Each person shall at all times release, hold harmless, and indemnify the Airport Operator and/or its agents and employees from any and all responsibility, liability, or damage resulting to any person or Property without incident to the manner in which the Airport is operated, constructed or maintained. The use of the Airport by any person for any purpose shall be, in itself, an acknowledgment that such person accepts the conditions at the Airport.

APPENDIX B

DEFINITIONS & ACRONYMS

Definitions & Acronyms

Abandoned - Any Aircraft that has been found on Airport property in a wrecked, inoperative or partially dismantled condition, or an Aircraft that has remained in an inactive condition for forty-five (45) consecutive calendar days.

Aeronautical Activity (Activity) – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft. Any activity which contributes to, or is required for, the safety of such operations. Any activities which have a direct relationship to the operation of Aircraft or the operation of the Airport.

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

Agreement – A written contract (e.g., lease agreement, license agreement, permit, etc.), enforceable by law, executed by both parties, between DM and another entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities at or related to the Airport.

Aircraft - A device that is used or intended to be used for flight in the air.

Aircraft and Passenger Liability – Insurance coverage pertaining to bodily injury, Property damage, and passenger injury for all owned, leased or operated Aircraft.

Aircraft Design Group – A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:

Group I: Up to but not including 49 feet

Group II: 49 feet up to but not including 79 feet

Group III: 79 feet up to but not including 118 feet

Group IV: 118 feet up to but not including 171 feet

Group V: 171 feet up to but not including 214 feet

Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance – Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear, tires, and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance – The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Movement Area (AMA) - The runways, Taxiways, and other areas of an airport that Aircraft use for taxiing, takeoff, and landing, exclusive of loading Ramps and parking areas, and that are under the control of an air traffic control tower, as shown in Appendix F.

Aircraft Operator – A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise) for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of an airport.

Air Operations Area (AOA) - Includes the runways, Taxiways, Ramps, aprons, parking areas, helipads, hovering routes, and Tiedown areas.

Aircraft Rescue and Firefighting (ARFF) - A special category of firefighting that is the first response to an airport emergency, in which ARFF creates a path for evacuation and rescue and then extinguishes or neutralizes any fire or explosion followed by giving additional assistance as needed.

Airframe and Powerplant Mechanic (A & P Mechanic) – A person who holds an Aircraft mechanic certificate with both airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport – All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be modified at Morristown Municipal Airport (MMU).

Airport Layout Plan (ALP) – The FAA approved drawing, as may be amended from time to time, which reflects an agreement between the FAA and DM depicting the physical layout of an airport and identifying the location and configuration of current and proposed runways, Taxiways, buildings roadways, utilities, nav aids, etc.

Airport Operator – DM AIRPORTS, LTD. (DM), responsible for the administration and day-to-day operation and management of the Airport.

Airport Sponsor Assurances – Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Air Traffic Control Tower (ATCT) – The control tower and associated services operated by the Federal Aviation Administration to promote the safe, orderly and expeditious flow of air traffic.

Applicant – An entity desiring to use land and/or Improvements at the Airport to engage in an Aeronautical Activity and who shall apply in writing and in the manner or form prescribed herein for authorization to engage in such Activities at the Airport.

Based Aircraft – An Aircraft in which the Owner or Aircraft Operator is physically located at the Airport with the intent and purpose to remain at the Airport for a period of six (6) months or longer; which, whenever absent from the Airport, its Owner or Aircraft Operator intends to return to the Airport for permanent storage; and whose presence on the Airport is not transitory in nature.

Business Automobile Liability – Insurance coverage pertaining to bodily injury and Property damage by licensed vehicles arising out of (or relating to) the use, loading, and unloading of owned, non-owned, or hired vehicles.

Certified Flight Instructor (CFI) Professional Liability – Insurance coverage pertaining to bodily injury and Property damage not only during dual flight instruction, as well as after instruction has been given.

Commercial – For the purpose of securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.

Commercial General Liability – Insurance coverage pertaining to bodily injury, personal injury, Property damage, contractual liability, products and completed operations and, if applicable, use of unlicensed vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Unlicensed vehicles operated on the movement area will require coverage in an amount not less than that identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Common Traffic Advisory Frequency (CTAF) – Radio frequency designed for the purpose of carrying out airport advisory practices while operating at the Airport when the ATCT is closed.

Contiguous – Land and/or Ramp that shares an edge or boundary or is separated by no more than a Taxilane or roadway.

Courtesy Vehicle – A vehicle used to transport persons, baggage, or goods, or any combination thereof, on the Airport or between the Airport and off-airport locations such as hotels, motels, or other attractions for which no charge is levied (no compensation is paid).

Derelict - Any Aircraft that is not in a flyable condition, does not have a current certificate of airworthiness and is not in a state of actively being repaired.

Deicing Pad – A designated area on the Airport where deicing or anti-icing operations are conducted for Aircraft, which area has been designed to capture and collect residual deicing fluids from those operations into an underground storage tank.

Disabled – An aircraft that requires assistance to move from a movement area of a non-movement area.

Employee – Any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee. The determination of status between an Employee and an independent contractor shall be made according to current IRS codes.

Environmental Incident – Any discharge or release of a Hazardous Material or Non-Hazardous material at the Airport.

Environmental Liability Insurance– Insurance coverage pertaining to liability for bodily injury, Property damage, and environmental damage resulting from releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

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

Federal Aviation Administration (FAA) – A component of the U.S. Department of Transportation that sets standards for pilots, the air-worthiness of all civilian Aircraft, inspects and licenses such Aircraft, and regulates civilian and military air traffic through its

air traffic control centers. It also investigates air accidents and in response may establish new rules.

Fixed Base Operator (FBO) – A Commercial Operation engaged in the sale of products and services and the renting or subleasing of facilities consistent with the Airport's General Aviation Minimum Standards.

Flight Planning Area (FPA) – A designated area in the 50 Airport Road building for any pilot with authorization from the building's current Lessee to conduct flight planning activities.

Flight Training – The training, other than ground training, received from an authorized instructor in an Aircraft.

Flying Club - An association of two or more individuals duly organized as a non-profit corporation, partnership, or association under the laws of the State of New Jersey or of another State and authorized to do business in New Jersey, for the purpose of owning one or more Aircraft for use by its membership for pleasure flying or personal business use. Personal business use means occasional business trips made by members of the Flying Club. No Commercial activities of any kind shall be conducted by a Flying Club.

General Aviation – All aviation with exception of Air Carriers and the military.

General Aviation Minimum Standards (Minimum Standards) – Primary Management and Compliance Document that sets forth those qualification, standards, and criteria established as the minimum requirements to be met as a condition for the right to engage in Commercial Activities at the Airport, as may be amended from time to time. The Minimum Standards are incorporated as part of the Airport's Rules and Regulations, and attached as Appendix C.

Hangar Keeper's Legal Liability – Insurance coverage pertaining to Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Historic Fill Material – non-indigenous material, deposited to raise the topographic elevation of the site, which was contaminated prior to emplacement, and is in no way connected with the operations at the location of emplacement and which includes, without limitation, construction debris, dredge spoils, incinerator residue, demolition debris, fly ash, or non-hazardous solid waste.

Hazardous Materials – A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

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

Incursion – Any occurrence at the Airport involving the incorrect presence of an Aircraft, vehicle, or person on the protected area of a surface designated for the landing and take-off of Aircraft.

Independent Operator – An entity offering aeronautical service(s) but without an established place of business on the Airport.

Jet Fuel – Fuel commonly utilized to power turbine-engine (Turboshaft, Turboprop, and Turbojet) Aircraft.

Landing Fee – A fee charged to Transient Aircraft for utilizing the Airport, except as otherwise provided by an Agreement.

Landside – The portion of the Airport used for activities other than the movement of Aircraft, such as vehicle access roads and parking.

Legal Requirements – All applicable federal, state, county, and local laws, codes, ordinances and regulations.

Leased Premises – The land and/or Improvements used exclusively under Agreement by an Operator, Lessee, or Sublessee.

Lessee – An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Licensee – A person, company, or organization that enters into a valid West-Tie-Down License Agreement with the Airport Operator.

Refueling Vehicle – Non-road licensed trucks containing fueling equipment used to transfer aviation fuels from the fuel farm to Aircraft.

Non-Commercial – Not for the purpose of securing earnings, income, compensation (including exchange or barter of goods and services), and/or profit.

Non-Commercial Self-Fueling – Fueling by the Permittee of Aircraft owned or exclusively leased by the Permittee for one (1) year or more, using fueling equipment owned by the Permittee, using resources acquired by the Permittee and subject to the restrictions set forth in the Rules and Regulations.

Non-Movement Area – Taxilanes, aprons, and Ramps that are not controlled by air traffic control, where vehicles and Aircraft can operate, as shown in Appendix F.

Non-Visibility Area – An area of the Airport that is not visible from the ATCT, as shown in Appendix F.

Operator – An entity that has entered into an Agreement with the Airport Operator to engage in Commercial Aeronautical Activities at the Airport.

Owner – The registered legal Owner of an Aircraft according to FAA records or a vehicle according to applicable state Department of Motor vehicle records.

Primary Management and Compliance Documents (PMCDs) – A compendium of rules, regulations, standards, and policies that govern the development, operation, and management of the Airport, as may be amended from time to time.

Property – Any tangible or intangible possession that is owned by an entity or a person.

Ramp – Those paved areas of the Airport within the AOA designated by the Airport Operator for parking, loading, unloading, fueling, or servicing of Aircraft.

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

Refueling Vehicle – Any vehicle used for transporting, handling, or dispensing of fuels and lubricants.

Regulated Garbage – As defined under 7 CFR 330.400 and 9 CFR 94.5, includes all waste material derived in whole or in part from fruits, vegetables, meats, or other plant or animal material, and other refuse or any character whatsoever that has been associated with any material. Regulated Garbage was generated on board, or removed from any means of conveyance during International movements, and includes food scraps, table refuse, galley refuse, food wrappers or packaging materials and other waste material from stores, food preparation areas, passengers' or crews' quarters, dining rooms or any other areas on means of conveyance. Regulated Garbage also includes meals and other foods that were available for consumption by passengers or crew on an Aircraft but were not consumed. Garbage that is commingled with Regulated Garbage becomes Regulated Garbage.

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

Rules and Regulations – Primary Management and Compliance Document that sets forth the rules and regulations for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

Security and Awareness Program – A document developed by Operators to ensure the safety and security of people and Property at the Airport.

Self-Fueling Permit – An executed written agreement between the Permittee and the Airport Operator which authorizes self-fueling activities.

Self-Fueling Permittee (Permittee) – An entity who has a permit to engage in self-fueling activities, with the confines of the Self-Fueling Permit, at the Airport.

Special Event - A public, private or non-profit activity that requires the use of Airport property for purposes that are uncommon to normal Airport operations and which requires special arrangement, permits and/or planning.

Specialized Aviation Service Operations (SASO) – A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or flight training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Student and Renter Liability – Insurance coverage pertaining to bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

Sublease – An agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and for which, the Airport Operator has given proper consent.

Sublessee – An entity that has entered into a Sublease with an Operator or Lessee, that is authorized (by the Airport Operator) to engage in Aeronautical Activities at the Airport.

Taxilane – A taxiway designed for low speed and precise taxiing. Taxilanes are usually, but not always, located outside the movement area, providing access from taxiways (usually an apron taxiway) to aircraft parking positions and other terminal areas. Taxilanes are differentiated from a Taxiway by the required Object Free Area requirements stipulated by the FAA.

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

Tiedown – An area paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and related are located.

Transient Aircraft – Any Aircraft utilizing the Airport for occasional or temporary purposes which is not based at the Airport.

Town - Town of Morristown, New Jersey.

U.S. Customs and Border Protection Apron – An Apron designated specifically for the use of the U.S. Customs and Border Protection to clear International arrivals.

User – Lessees, Sublessees, Operators, Licensees, Permittees, Employees, contractors, subcontractors, and visitors and all other persons or entities that use the Airport.

West Tie-Down (WTD)– A designated Aircraft parking area with tie-down anchors, which are licensed by the Airport Operator on a month-to-month basis.

ACRONYMS

AC	ADVISORY CIRCULAR
AIDA	AIRPORT IDENTIFICATION DISPLAY AREA
ALP	AIRPORT LAYOUT PLAN
AMA	AIRCRAFT MOVEMENT AREA
AOA	AIR OPERATIONS AREA
ARFF	AIRCRAFT RESCUE AND FIRE FIGHTING
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ATC	AIR TRAFFIC CONTROL
ATCT	AIR TRAFFIC CONTROL TOWER
CFI	CERTIFIED FLIGHT INSTRUCTOR
CSR	CUSTOMER SERVICE REPRESENTATIVE
CTAF	COMMON TRAFFIC ADVISORY FREQUENCY
DM	DM AIRPORTS, LTD.
EPA	ENVIRONMENTAL PROTECTION AGENCY
EPCRA	EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT
FAA	FEDERAL AVIATION ADMINISTRATION
FBO	FIXED BASE OPERATOR
FPA	FLIGHT PLANNING AREA
IET	INTERACTIVE EMPLOYEE TRAINING
IFR	INSTRUMENT FLIGHT RULES
LST	LINE SERVICE TECHNICIAN
MCMUA	MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY
MGLW	MAXIMUM GROSS LANDING WEIGHT
MMU	MORRISTOWN MUNICIPAL AIRPORT
MSL	MEAN SEA LEVEL

MTOW	MAXIMUM TAKEOFF WEIGHT
NBAA	NATIONAL BUSINESS AVIATION ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION AGENCY
NJDEP	NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
NJDOT	NEW JERSEY DEPARTMENT OF TRANSPORTATION
NTSB	NATIONAL TRANSPORTATION SAFETY BOARD
PAH	POLYNUCLEAR AROMATIC HYDROCARBON
PMCD	PRIMARY MANAGEMENT AND COMPLIANCE DEPARTMENT
RPM	REVOLUTIONS PER MINUTE
SASO	SPECIALIZED AVIATION SERVICE OPERATIONS
SOP	STANDARD OPERATING PROCEDURES
SPCC	SPILL PREVENTION CONTROL AND COUNTERMEASURES
SMS	SAFETY MANAGEMENT SYSTEMS
SSI	SENSITIVE SECURITY INFORMATION
SWPP	STORMWATER POLLUTION PREVENTION PLAN
TPA	TRAFFIC PATTERN ALTITUDE
TRACON	TERMINAL RADAR APPROACH CONTROL FACILITIES
TSA	TRANSPORTATION SECURITY ADMINISTRATION
UAS	UNMANNED AERIAL SYSTEM
UAV	UNMANNED AERIAL VEHICLE
USCBP	UNITED STATES CUSTOMS & BORDER PROTECTION
VIP	VERY IMPORTANT PERSON
VFR	VISUAL FLIGHT RULES
WTD	WEST TIE DOWN

APPENDIX C

MINIMUM STANDARDS*

*Please note that the Minimum Standards are currently in process. When complete, they will be included as Appendix C to these Rules and Regulations.

APPENDIX D
CONSTRUCTION/ALTERATIONS/IMPROVEMENT PROJECT
REQUIRING A PERMIT CHECKLIST

Construction/Alterations/Improvement Project Requiring a Permit Checklist

1. Pre-coordination of proposed construction/alteration/Improvement project with Airport Operator.
2. Airport Operator will review proposed project and will provide comment.
3. Schedule New Jersey Department of Environmental Protection (NJDEP) Pre-Application Meeting, if applicable.
4. Advise Airport Operator of date of Pre-Application NJDEP meeting, as an Airport Operator representative will be attending.
5. Provide Airport Operator with new proposed plan and NJDEP application package.
6. Airport Operator will review and provide comment.
7. Lessee will prepare and coordinate the submittal of Federal Aviation Administration (FAA) Form 7460 with the Airport Operator.
8. Lessee makes final civil plan set submittal to Airport Operator *prior* to submitting anything to the Town of Morristown.
9. Airport Operator will issue approval letter and will coordinate with Lessee for submission to the Town of Morristown.
10. Lessee to submit complete set of architectural and mechanical drawings to Airport Operator for approval (this can happen at any time during the process).
11. Once civil drawing set is approved by both the Airport Operator and the Town of Morristown, the Lessee can then submit for construction permits from Hanover Township.
12. Lessee to submit the Morris County Soil Conservation District (MCSCD) Soil and Sediment Control Plan and application to the Airport Operator for approval before submittal to MCSCD.
13. Once all permits have been obtained by Lessee, Lessee must request a pre-construction meeting with Airport Operator prior to commencing work. The Airport Operator, Lessee and Lessee's contractor must be present.
14. Prior to any materials (asphalt, soil, concrete, etc.) leaving the site, approval must first be obtained from the Airport Operator. Refer to Section 6.15 of the Rules and Regulations for more information.
15. All fill material (soil, gravel, etc.) being brought on-site must be approved by the Airport Operator *prior* to bringing material on-site. Refer to Section 6.15 of the Rules and Regulations for more information.

APPENDIX E
SPECIAL EVENT APPLICATION FORM



Special Event Application Form

To host a Special Event at the Airport, Airport Lessees must seek approval from the Airport Operator. A Special Event is defined as a public, private or non-profit activity that requires the use of Airport property for purposes that are uncommon to normal Airport operations and which requires special arrangement, permits and/or planning.

Non-aeronautical Special Events that will require approval from the Federal Aviation Administration (FAA) and/or local regulatory authorities will be handled on a case by case basis. The Airport Operator has the right to deny the hosting of a Special Event at the Airport.

Requirements

1. **Insurance** – Lessee must provide proof of insurance that is in effect at the time of the requested Special Event. At a minimum, liability insurance of not less than \$1,000,000 combined single limit coverage per each occurrence and aggregate is required, which will name the Airport Operator and the Town of Morristown, as additional insureds. Depending on the nature of the Special Event, the Airport Operator reserves the right to impose additional insurance coverage requirements.
2. **Rules** – The Lessee must ensure that all Special Event guests adhere to the Airport Rules and Regulations.
3. **Application** – The Lessee must have an approved Special Event Application Form issued by the Airport Operator in his or her possession at the time of the Special Event.
4. **Required Attachments** – The following documents must be submitted to the Airport Operator in order for your Special Event to be considered:
 - **Event Site Plan** – Location of Special Event and timeline of events to occur.
 - **Vehicle Parking Plan** – Detailed description of where vehicles will be parked and how many vehicles are expected.
 - **Crowd Control Plan** – Detailed description of guest access to Special Event, security measures to be implemented and how many guests are expected.
 - **Signage Plan** – Location and type of sign to be displayed for wayfinding purposes.
 - **Clean-up/Litter Control Plan** – Lessee is responsible for leaving all areas in same conditions as found and for all trash/debris to be picked up.

Depending on the nature of the proposed Special Event, the Airport Operator may request additional information.

This completed form and any corresponding documentation must be submitted to the Airport Operator at least ninety (90) days prior to the event date for approval by the Airport Operator.

DM AIRPORTS, LTD.
8 Airport Road
Morristown, NJ 07960
Phone: (973) 538-6400
Fax: (973) 538-6947

Lessee agrees to indemnify, defend and hold harmless the Airport Operator and its Employees and the Town of Morristown against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the Airport Operator may incur, sustain or be subjected to on account of loss or damage to Property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the property, employees, subcontractors, agents and guests of each party hereto) arising out of or in any way connected to this application or occupancy, operation, maintenance, enjoyment and use of the Airport property under this application.

Signature: _____ Date: _____

Certificate of Insurance:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____
Event Site Plan:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____
Vehicle Parking Plan:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____
Crowd Control Plan:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____
Signage Plans:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____
Clean-up/Litter Control Plan:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____
Other:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Date Received: _____

Approved: YES NO
☐ ☐

Airport Operator Representative: _____ Date: _____

APPENDIX F
AIRPORT GROUND VEHICLE OPERATIONS PROGRAM



Airport Ground Vehicle Operations Program

Morristown Municipal Airport

Operated by:

 **DM AIRPORTS, LTD.**

April 11, 2019

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SECTION 1 – AIRCRAFT MOVEMENT AREA (AMA) DRIVING RULES AND REGULATIONS

1.1 Applicability

These Rules and Regulations apply to all Users of, and persons on any portion of, the property owned or controlled by the Airport Operator. No persons are exempt from the Airport Ground Vehicle Operations Program requirements for operating a vehicle on the AMA. Lessees shall be responsible for the dissemination of, accessibility to, and compliance with these Rules and Regulations by their Employees.

These Rules and Regulations may be amended, changed, or modified by the Airport Operator as necessary.

1.2 Violation of Rules—Penalties and Suspension of Driving Privileges

Any person who does not comply with any of the provisions of these Rules and Regulations, or any lawful order issued pursuant thereto, will be subject to progressive penalties for repeat violations. These penalties may include denied use of the Airport by the Airport Operator in addition to the penalties described pursuant to Legal Requirements.

1.3 Penalties

Penalties for failure to comply with the Airport Ground Vehicle Operations Program may consist of written warnings, suspension of AMA driving privileges, and/or revocation of AMA driving privileges.

1.4 Right to Assess Penalty

Based on an evaluation of the circumstances or the severity of an incident or incidents, the Airport Operator reserves the exclusive right to assess any penalty it deems appropriate at any time to any individual authorized to operate a vehicle on the AMA without regard to prior operating history.

1.5 Suspension of Privileges

Grounds for suspension include, but are not limited to the following:

- Excessive speeding
- Reckless driving
- Deviating from Air Traffic Control Tower (ATCT) directions
- Allowing unauthorized access to any part of the Airport in which access authorization is required
- Blocking or leaving access control doors/gates open
- By-passing any security system
- Interfering with security/operations personnel, police or police procedures
- Failure to possess and display an Airport ID Badge while in the Airport Identification Display Area (AIDA)
- Failure to swipe an Airport ID Badge in the badge reader when entering through a vehicle gate
- Driving a vehicle in the AMA without the required beacon/flag

Any violation of the Airport Ground Vehicle Operations Program will result in a written notice being sent to both the violator and their respective badge coordinator.

Suspension of AMA driving privileges shall be no less than thirty (30) calendar days and can be as severe as being permanently revoked.

1.6 Written Warnings

The Airport Operator will provide a copy of all written warnings issued to an individual, no matter the severity of the violation, to the company owning or in possession and control of the vehicle or vehicles involved in the violation(s).

1.7 Remedial Airport Driver Training

The Airport Operator shall require any individual found in violation of the Airport Ground Vehicle Operations Program to complete remedial airfield driver training and to pay an administrative fee of \$50.

1.8 Vehicle Operator Requirements

Vehicle operators must complete the Interactive Employee Training (IET) Airport Driver Training Program before operating a vehicle in the AMA. Once completed, IET training is valid for one (1) year.

No vehicle shall be operated in the AMA unless the following conditions are met:

- The driver is authorized to operate the vehicle and holds a valid vehicle operator's license.
- The driver's IET Airport Driver Training is current.
- The driver properly displays an Airport ID Badge with an AMA endorsement.

Persons operating or driving a vehicle in the AMA shall operate at a safe speed that does not exceed 25 miles per hour. Factors including, but not limited to, weather and visibility shall be taken into consideration when determining safe operating speed.

Unless otherwise directed by the ATCT, the vehicle operator shall yield right-of-way to any and all Aircraft in motion.

The vehicle operator must receive permission from the ATCT before entering the AMA and must monitor the appropriate frequency the entire time they are operating. During the hours the ATCT is closed, the vehicle operator must announce their position and intentions on the Common Traffic Advisory Frequency (CTAF) before proceeding on the AMA and maintain communication with other traffic.

Vehicle operators who are not in communication with the ATCT may operate in the AMA when escorted by a vehicle in compliance with the Airport Ground Vehicle Operations Program and as long as the vehicle remains under the control of the escort vehicle. Should the lead vehicle lose

communications with the ATCT, the vehicle under escort shall remain with the lead vehicle at all times.

No person shall park, or leave unattended, vehicles or other equipment in any safety area, grass area or in a manner that obstructs or interferes with operations in the AMA.

1.9 Vehicle Regulations

The Airport Operator will limit vehicle access in the AMA to those vehicles necessary for Airport operations. Mobile refuelers, maintenance vehicles, tugs, passenger vans, and other vehicles will be permitted in the AMA only when the job duties of that vehicle require AMA access. Determining the need for a vehicle to be in the AMA will be at the sole discretion of the Airport Operator.

The Airport Operator must approve Lessee vehicles operated on the AMA.

No vehicle shall be operated in the AMA unless it has proper licensing and registration in New Jersey or is a qualified off-road vehicle that is not normally operated on public streets but has received the approval of the Airport Operator.

No vehicle shall be permitted in the AMA unless the following conditions are met:

- It is in sound mechanical condition
- It has unobstructed forward and side vision from the driver's seat
- It has the appropriately rated and inspected fire extinguishers (service vehicles and mobile refuelers)
- It has operable headlamps and brake lights
- It is free from leaking fluids
- It is free from vehicles parts dragging on the ground
- Its tires are filled with proper air pressure
- It is equipped with a horn
- It has operating brakes

Trailers and semi-trailers are not permitted in the AMA unless they are equipped with lights or reflectors on all sides and have a proper braking system.

Vehicles operating in the AMA shall be equipped with an operating rotating or flashing amber beacon or flag.

No vehicle shall pass other vehicles, Aircraft under tow, or taxiing Aircraft while operating in the AMA unless otherwise directed by the ATCT.

Carts or pieces of equipment being towed or carried after darkness must have side and rear reflectors or rear lights.

Tugs shall tow no more carts, pods, or containers than are practical, under control, tracking properly, and safely. Positive locking couplings are required for all towing vehicles and equipment.

SECTION 2 - DRIVING IN THE AMA

Vehicle operators who have access to the AMA require training and vigilance since there are dangers associated with this area that are not present on Ramps or aprons. Vehicle operators who have access to the AMA must be cognizant of the meaning of airfield signs, markings, and lighting configurations.

2.1 Taxiways

2.1.1 Designations

Aircraft use Taxiways to move to and from the Ramps and the runways. Taxiways are designated by letters such as A, B, C, etc.

2.1.2 Lighting

Taxiways are lighted with blue edge lighting.



Fig.1 Taxiway Light

2.1.3 Signs

The signs used on Taxiways are direction, destination, and location.

Direction and destination signs have black lettering and a directional arrow or arrows on a yellow background. The arrow indicates the direction to that Taxiway, runway, or destination.



Fig 2. Taxiway Directional Sign

Location signs have yellow lettering on a black background. The location sign below indicates that the vehicle operator is located on Taxiway K.



Fig.3 Taxiway Location Sign

2.1.4 Markings

Pavement markings on Taxiways are always yellow. A Taxiway centerline is painted on all Taxiways. On the edges of some Taxiways, there is a solid, double yellow line or double-dashed line. If pavements are usable on both sides of the line, the lines will be dashed; if not, the lines will be solid.



Fig. 4 Taxiway Centerline

Runway holding position markings are located across each Taxiway that leads directly onto a runway. These markings are made up of two solid yellow lines and two broken yellow lines and denote runway holding position markings. These markings are always co-located with a runway holding position sign. A vehicle operator must not cross from the solid-line side of the marking without first obtaining clearance.



Fig. 5 Runway Holding Position Marking

Non-movement area boundary markings consist of two yellow lines (one solid and one dashed). The solid line is located on the non-movement area side, while the dashed yellow line is located on the movement area side. A vehicle operator is not to cross from the solid-line side without first contacting the ATCT and obtaining a clearance to operate in the AMA.



Fig. 6 Non-Movement Area Boundary Marking

2.2 Runways

2.2.1 Designations

Runways are always designated by a number such as 5 or 23. The number indicates the compass heading of the runway. An Aircraft taking off on runway 23 is headed 230 degrees which is a southwest direction.

2.2.2 Lighting

Runways are lighted with a variety of colored lights.

Runway edge lights are white. If the runway has an instrument approach, the last 2,000 feet of the runway will be amber in color.



Fig. 7 Runway Edge Light

Runway end/threshold lights are split lenses that are green/red. They mark the beginning/end of the runway.



Fig. 8 Runway End/Threshold Lights

2.2.3 Signs

Mandatory holding position signs for runways have white numbering/lettering on a red background. These are located at each entrance to a runway and at the edge of the runway safety area and are co-located with runway holding position markings. Do not proceed beyond these signs until clearance is given by the ATCT to enter onto the runway.



Fig. 9 Runway Holding Position Sign

Runway distance remaining signs provide distance remaining information to pilots during takeoff and landing operations. They have white numbering on a black background. The number on the sign provides the remaining runway length in 1,000-foot increments.



Fig. 10 Runway Distance Remaining Sign

2.2.4 Markings

Pavement markings on a runway are white. Runway threshold markings, runway aiming point markings, runway designation markings, runway touchdown zone markings, runway centerline markings, and runway side stripes are white. The only nonwhite lines on a runway are yellow lead-in/-off lines that extend from the Taxiway center line to the runway centerline.

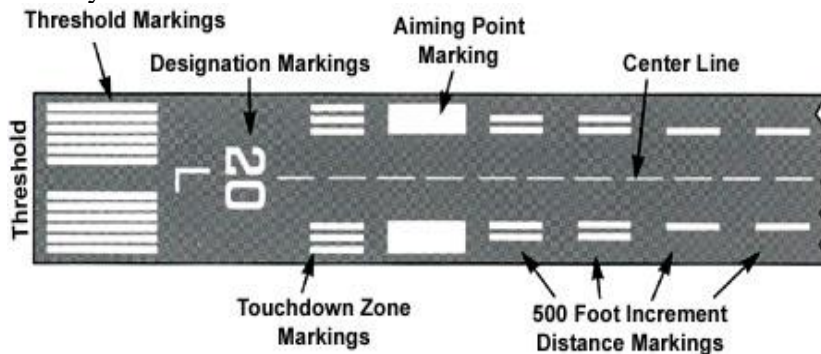
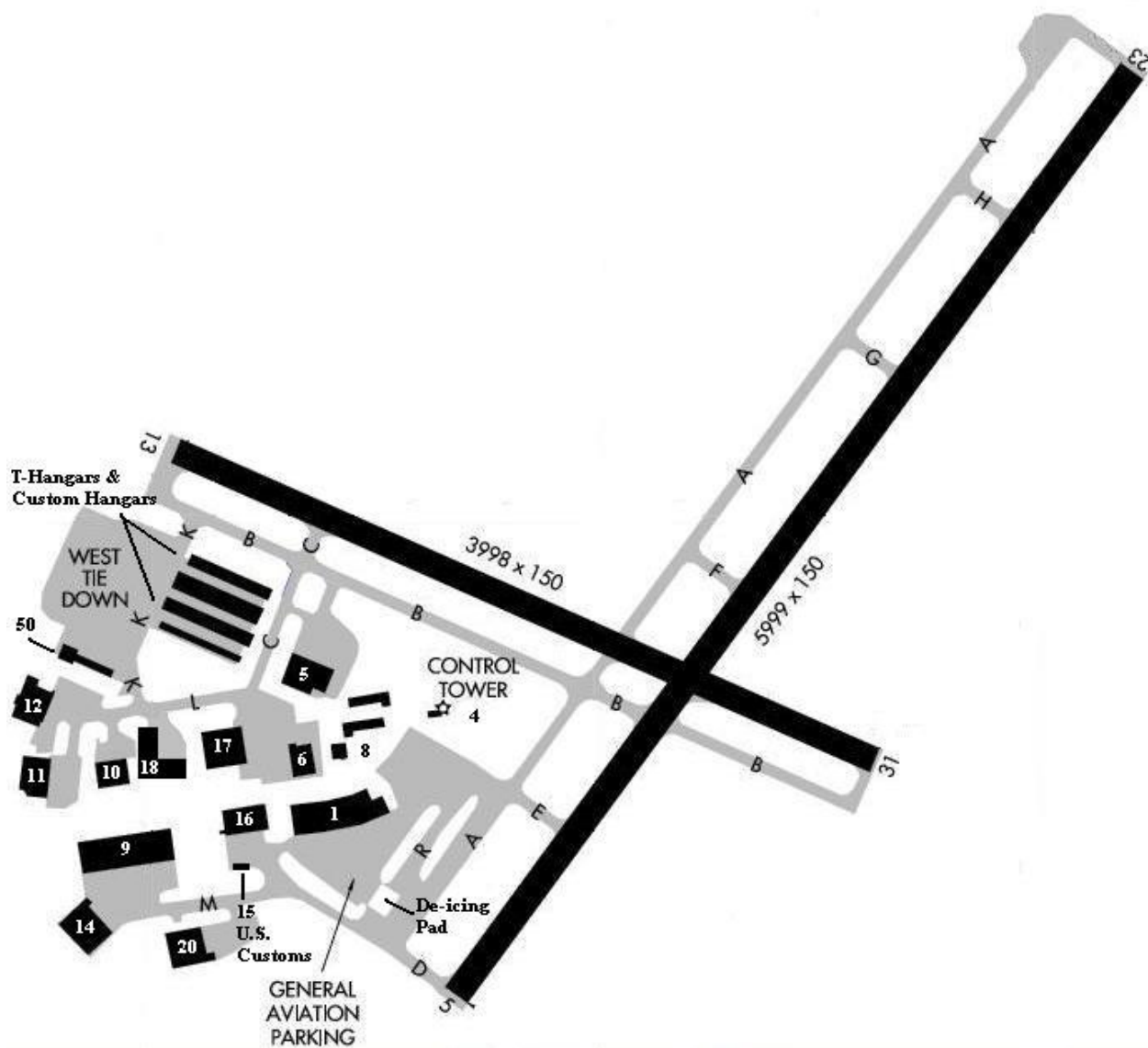


Fig. 11 Runway Markings

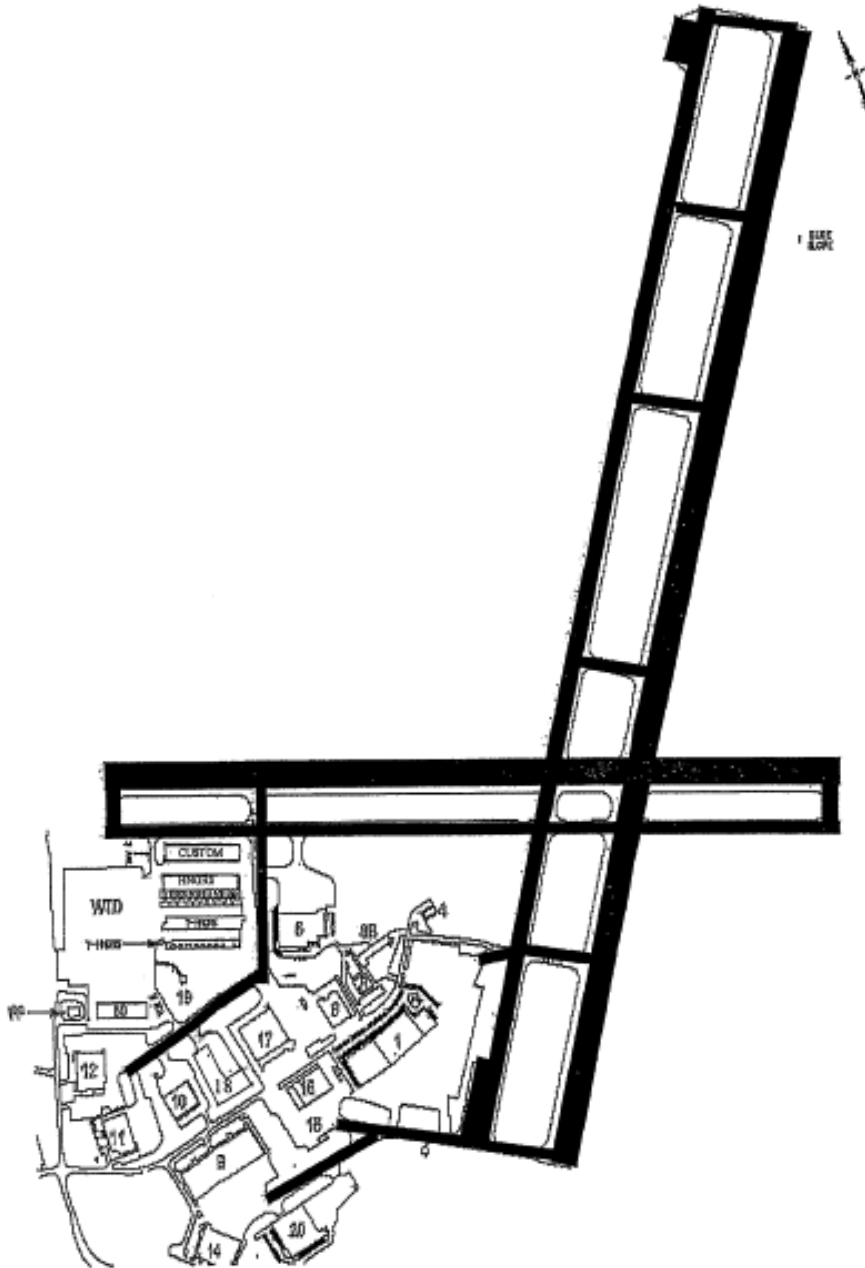
2.3 Airport Diagram



2.4 AMA

Areas shaded in black are designated as the AMA.

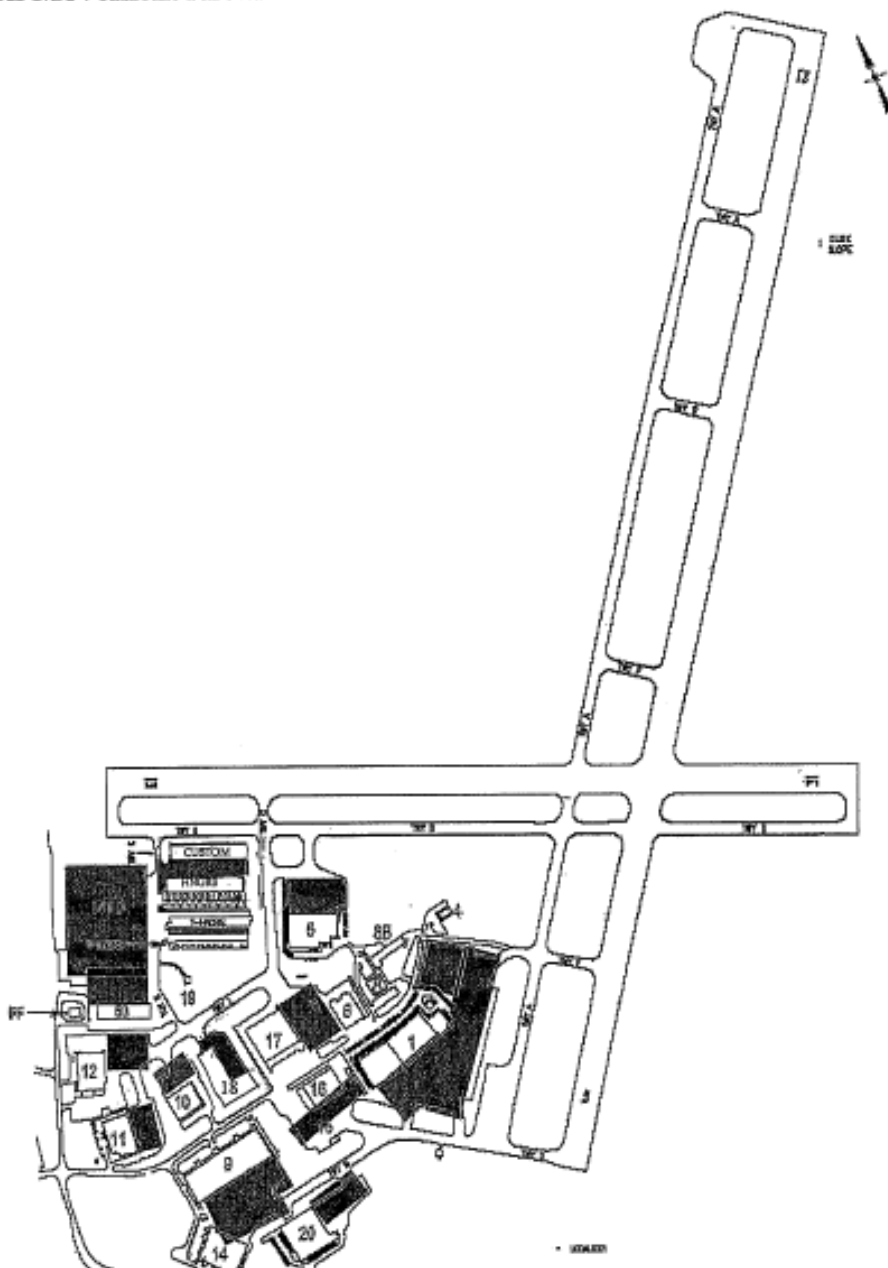
Movement Areas



2.5 Non-Movement Areas

Areas shaded in black are designated as the Aircraft Non-Movement Areas.

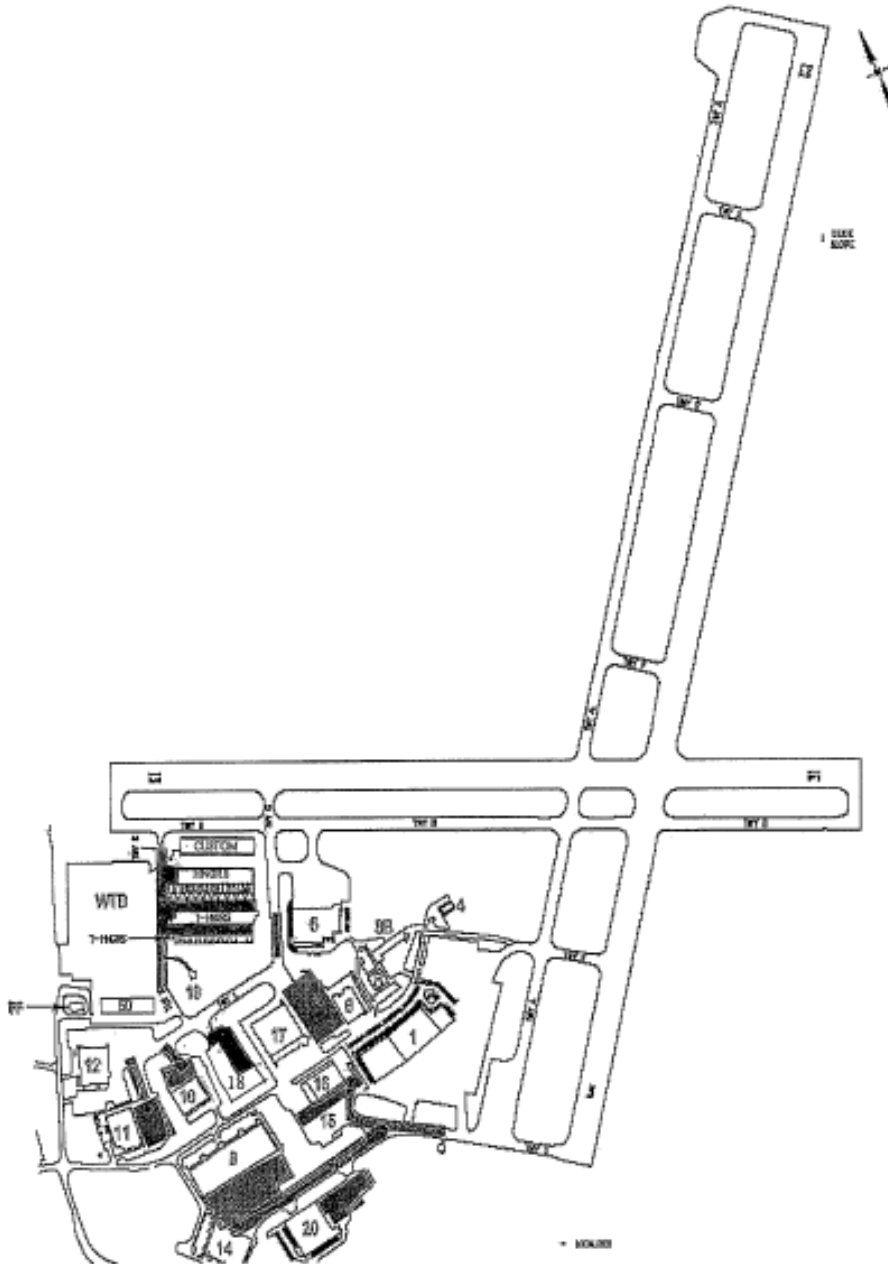
Non Movement Areas



2.6 Areas of Non-Visibility

The areas shaded in black are designated as the areas of Non-Visibility.

Areas of Non Visibility



2.7 Safety

Operating within the AMA requires the vehicle operator to exercise extreme caution as Aircraft are always moving, and noise levels are high.

Vehicle operators should—

- Watch cockpit blind spots; pilots typically cannot see behind or below the Aircraft.
- Avoid wake turbulence, which can blow debris or overturn vehicles.
- Be aware and avoid moving propellers that can cause damage, injury, or death.
- Be aware of other vehicle movements; you may not hear them approaching due to Aircraft engine noise.
- Yield to Aircraft and emergency vehicles, unless otherwise directed by the ATCT.
- Remain vigilant of surroundings and operating boundaries during poor weather conditions such as snow, fog, or rain. There are additional risks present under night time and low visibility conditions that might obscure visual cues, roadway markings, and Airport signs.

2.8 Incursions

Runway Incursions are primarily caused by error in one or more of the following areas:

- Pilot/ground vehicle/controller communications
- Lack of Airport familiarity
- Loss of situational awareness

An example of an Incursion is a vehicle at an airport with an operating ATCT straying onto a runway in front of an Aircraft causing the pilot to take action to avoid a collision.

When driving on the airfield, vehicle operators need to always be aware of their location and the meaning of all pavement markings, lights, and signs.

SECTION 3 – COMMUNICATIONS

3.1 Communications

Vehicle operators must be able to speak and understand English to communicate with the ATCT and be able to follow ATCT directions.

3.2 ATCT Clearance

Any vehicle driving in the AMA must be in contact with the ATCT or capable of monitoring and transmitting on the CTAF. Vehicle operators must always monitor the appropriate radio frequency when in the AMA. Permission must be requested and clearance given prior to driving in the AMA. A vehicle that is equipped with a radio may escort vehicles without radios. When a part of the AMA has closed via the Notice to Airmen (NOTAM) system, vehicles may traverse that area without ATCT contact but must be escorted if their travels require them to cross an active movement area.

3.3 ATCT Frequencies

Vehicles needing access to the AMA shall contact ground frequency at 121.7. When the ATCT is closed, the CTAF should be used to announce a vehicle operator's intentions when operating within the AMA on frequency 118.1.

3.4 ATCT Hours of Operation

The ATCT at the Airport is open from 0645L – 2230L.

3.5 Phraseology

Vehicle operators must contact the ATCT ground controller each and every time they proceed onto or leave the AMA. When proceeding into the AMA, vehicle operators must tell the controller three things:

- WHO you are
- WHERE you are
- WHAT your intentions are

Vehicle operators must always give Aircraft and ground control transmissions priority unless an emergency exists. Some typical transmissions are as follows:

- “Morristown ground, Signature tug at hangar nine. Request permission to proceed to hangar one via Taxiways Mike, Delta and Romeo.”
- “Morristown ground, FTC tug at the customs ramp with Aircraft in tow. Request permission to proceed to FTC via Taxiways Delta, Alpha, Bravo, Charlie, Lima and Kilo.”

Reply transmissions may be brief, such as:

- ATCT: “Signature tug, proceed to hangar one, hold short of Taxiway Romeo.”
- Vehicle Operator: “Signature tug proceeding, and will hold short of Taxiway Romeo.”
- ATCT: “Signature tug, proceed to hangar one via Taxiway Romeo.”
- Vehicle Operator: “Signature tug, proceeding via Taxiway Romeo.”

NOTE: If you are unsure what the controller has said, or if you do not understand an instruction, you should ask the controller to repeat it. Good communication only occurs when each party knows and understands what the other is saying.

3.6 Common Use Phrases

What Is Said	What It Means
Acknowledge	Let me know you have received and understand this message
Advise Intentions	Let me know what you plan to do
Affirmative	Yes
Correction	An error has been made in the transmission, and the correct version follows
Go Ahead	Proceed with your message. This does not mean to drive ahead.
Hold/Hold Short	Phrase used during ground operations to keep a vehicle or Aircraft within a specified area or at a specified point while awaiting further clearance from air traffic control.
How do you hear me?	Question relating to the quality of the transmission or to determine how well the transmission is being received.
Immediately or without delay	Phrase used by the ATCT when such action compliance is required to avoid an imminent situation
Negative	“No” or “permission not granted” or “that is not correct”
Out	The radio conversation is ended and no response is expected
Over	My radio transmission is ended, and I expect a response
Read Back	Repeat my message to me
Roger	I have received all of your last transmission
Stand by	Means the controller or pilot must pause for a few seconds, usually to attend to other duties or a higher priority. Also means to wait as in “stand by for clearance.” The caller should reestablish contact if a delay is lengthy.
Unable	Indicates inability to comply with a specific instruction, request, or clearance.
Verify	Request confirmation of information
Wilco	I have received your message, understand it, and will comply with it.

3.7 Phonetic Aviation Alphabet

Because some letters have similar sounds, like B and P, the international aviation industry uses the following words to reduce confusion. For example, Taxiway B would be referred to as Taxiway Bravo on the radio.

A	Alpha	N	November
B	Bravo	O	Oscar
C	Charlie	P	Papa
D	Delta	Q	Quebec
E	Echo	R	Romeo
F	Foxtrot	S	Sierra
G	Golf	T	Tango
H	Hotel	U	Uniform
I	India	V	Victor
J	Juliet	W	Whiskey
K	Kilo	X	X-Ray
L	Lima	Y	Yankee
M	Mike	Z	Zulu

3.8 Inoperative Radio Procedures

Vehicles in the AMA with a problem reaching the ATCT or one that has a radio malfunction should contact the Airport Operator at (201) 522-8742. Airport Operations will respond to your location and escort you back to your ramp.

3.9 ATCT Light Gun Signals

The ATCT has a backup system for communicating with Aircraft or ground vehicles if their radios stop working. The controller has a light gun in the tower that can send out different colored lights to tell the pilot or vehicle operator what to do. In the event contact is lost with ATCT and you are not able to reach Airport Operations, wait for the light gun signals. If a vehicle operator experiences a radio failure in the AMA, the operator should pull into the grass as quickly and safely as possible, turn the vehicle toward the tower, and start flashing the vehicle headlights and wait for the controller to signal with the light gun.

Light gun signals, and their meaning, are as follows:

Steady Green	Okay to cross runway or Taxiway
Steady Red	STOP!
Flashing Red	Move off the runway or Taxiway
Flashing White	Go back to where you started
Alternating Red and Green	Use extreme caution

APPENDIX G
BASED AIRCRAFT REGISTRATION APPLICATION



Based Aircraft Registration Application

Owner/Aircraft Operator Company Information	
Name	Telephone # ()
Street Address/PO Box	Hangar #
City, State, and Zip Code	

Emergency Contact(s)		
Name	Telephone # ()	Email Address
Name	Telephone # ()	Email Address

Aircraft Information					
	Tail Number	Make	Model	Type (Single Engine, Multi Engine, Jet, Helicopter)	Airworthiness Certificate Expiration Date
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

I certify that this information is accurate and complete to the best of my knowledge.		
Name	Signature	Date

Submit with this application:

1. A copy of or proof of Sublease indicating term if it is not executed with the Airport Operator, and
2. A copy of insurance policy declaration page naming the Airport Operator as additionally insured.

Mail, Fax, or Email to:

DM AIRPORTS, LTD.
 Attn: Operations Department
 8 Airport Road
 Morristown, NJ 07960

Fax: (973) 538-5850

Email: Opsonduty@mmuair.com

For DM AIRPORTS, LTD. Use Only:			
Based Aircraft Registration Application Received	Date:	By:	
Proof of Lease or License Agreement Received	Date:	By:	
Copy of Insurance Policy Received	Date:	By:	
Entered into FAA National Based Aircraft Inventory Program	Date:	By:	
Entered into DM Based Aircraft Inventory	Date:	By:	
Removed from Based Aircraft Inventory	Date:	By:	
Reason (Circle one):	Lease or License Agreement Terminated	FAA Notification	Sold
Other _____			

APPENDIX H
NON-COMMERCIAL FLYING CLUB APPLICATION



Non-Commercial Flying Club Application

Owner Information			
Name <input style="width: 95%;" type="text"/>	Telephone # <input style="width: 95%;" type="text"/>		
Street Address/PO Box <input style="width: 95%;" type="text"/>	Hangar # <input style="width: 95%;" type="text"/>		
City, State, and Zip Code <div style="display: flex; justify-content: space-between;"> <input style="width: 33%; border: none; border-bottom: 1px solid black;" type="text"/> <input style="width: 15%; border: none; border-bottom: 1px solid black;" type="text"/> <input style="width: 33%; border: none; border-bottom: 1px solid black;" type="text"/> </div>			
Emergency Contact(s)			
Name <input style="width: 95%;" type="text"/>	Telephone # <input style="width: 95%;" type="text"/>	Email Address <input style="width: 95%;" type="text"/>	
Name <input style="width: 95%;" type="text"/>	Telephone # <input style="width: 95%;" type="text"/>	Email Address <input style="width: 95%;" type="text"/>	

Aircraft Information				
	Tail Number	Make	Model	Type
1	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
2	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
3	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
4	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
5	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	

I certify that this information is accurate and complete to the best of my knowledge.		
Name <input style="width: 95%;" type="text"/>	Signature <input style="width: 95%;" type="text"/>	Date <input style="width: 95%;" type="text"/>

1. Please submit with this application all of the requirements as outlined in Section 5.3.9 “Requirements” of the Airport’s Rules and Regulations.
2. Mail, Fax, or Email to:

DM AIRPORTS, LTD.
 Attn: Operations Department
 8 Airport Road
 Morristown, NJ 07960

Fax: (973) 538-5850

Email:
Opsonduty@mmuair.com

APPENDIX I
AIRCRAFT ENGINE RUN-UP POLICY



AIRCRAFT ENGINE RUN-UP POLICY

Morristown Municipal Airport

Operated by:

 **DM AIRPORTS, LTD.**

July 9, 2019

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SECTION 1 – GENERAL

These regulations are set forth in order to reduce potential engine maintenance run-up noise impact on the communities surrounding the Airport, or any damage to Property or persons. The Airport Operator recognizes the need for engine maintenance run-ups to ensure flight safety. Aircraft Operators must in turn recognize the impact an engine run-up can have on the surrounding community and other Airport Users, and plan their engine run-up activities accordingly.

1.1 Permission for Jet Aircraft

At no time shall any Aircraft conduct a jet engine run-up without the permission of the Airport Noise Abatement Officer or other authorized representative of the Airport Operator. All run-ups will be conducted at a safe distance from any runway or taxiway light fixture, sign, etc. All Airport Users will be required to conform to this policy whenever a jet engine run-up is to be conducted.

1.2 Approved Run-up Locations for Jet Aircraft

The standard run-up area is on Runway 31, midway between the threshold and the intersection with Runway 5-23. Aircraft must be positioned approximately parallel to Runway 5-23, with the nose pointed to the northeast and engines pointed to the southwest (refer to Map A). If Runway 31 cannot be used, the run-up block of Runway 23 is the next preferred location. Aircraft must be marshaled into position by a representative of the Airport Operator, so as not to impact nearby fencing or the approach path to Runway 23.

Other locations as identified on Map A, may be assigned as weather or Air Traffic Control (ATC) considerations necessitate. Aircraft shall be similarly positioned with the engines pointed to the southwest, unless otherwise directed by Airport Operator.

1.3 Approved Run-up Locations for Piston Aircraft

Piston Aircraft will perform an engine run-up in a location assigned by the Air Traffic Control Tower (ATCT).

At no time are aircraft permitted to conduct aircraft engine run-ups in the West-Tie Down (WTD) or between any hangar rows.

SECTION 2 – REQUIRED INFORMATION FOR JET ENGINE RUN-UPS

The Operator of each aircraft requesting approval for an engine run-up must provide the following information:

1. Operator name
2. Aircraft owner
3. Type of aircraft
4. Aircraft registration number
5. Time the run-up is to begin
6. Total expected time of run-up operation
7. Engine power settings anticipated
8. Approximate time duration at power settings anticipated
9. Reason for engine run-up

SECTION 3 – DAYTIME JET ENGINE RUN-UP

Each operator shall contact the Airport Operations Office at (973) 538-3366 ext. 116, to obtain verbal approval for an engine maintenance run-up which is scheduled to occur during daytime hours. A signed form is not mandatory, however, all information contained on Form No. 1: Daytime Run-up Coordination, must be provided in order to receive verbal approval. Form No. 1 is located at the end of this document. When approval is granted, a run-up area will be assigned according to the prevailing conditions. Operators are required to proceed to the assigned area to conduct their run-ups.

The run-up will cease immediately in the event that the operator is so instructed.

SECTION 4 – NIGHTTIME JET ENGINE RUN-UP

Approval will be granted only in cases where the run-up is required in conjunction with a life-threatening emergency, such as an air ambulance or organ transport flight. Approval can only be granted by an Airport Director.

Between the hours of 0600 L and 2300 L (seven days a week), requests for permission to conduct a nighttime jet engine run-up must be directed to the Airport Operations Office at (973) 538-3366 ext. 116. Between 2300 L and 0600 L Aircraft Rescue and Fire Fighting (ARFF) should be contacted at (973) 538-3366 ext. 129. The ARFF officer on duty will assist the Aircraft Operator in contacting the appropriate Airport Operator representative.

In addition to telephone notification, the operator must submit a completed copy of Form No. 2: Nighttime Run-up Coordination Form. Form No. 2 is located at the end of this document. Unless precluded by the nature of the emergency, the form must be completed, signed and submitted to the Airport Operator Operations Office at least 12 hours in advance of the engine run-up.

Upon approval by an Airport Director, a run-up area will be assigned according to the prevailing conditions.

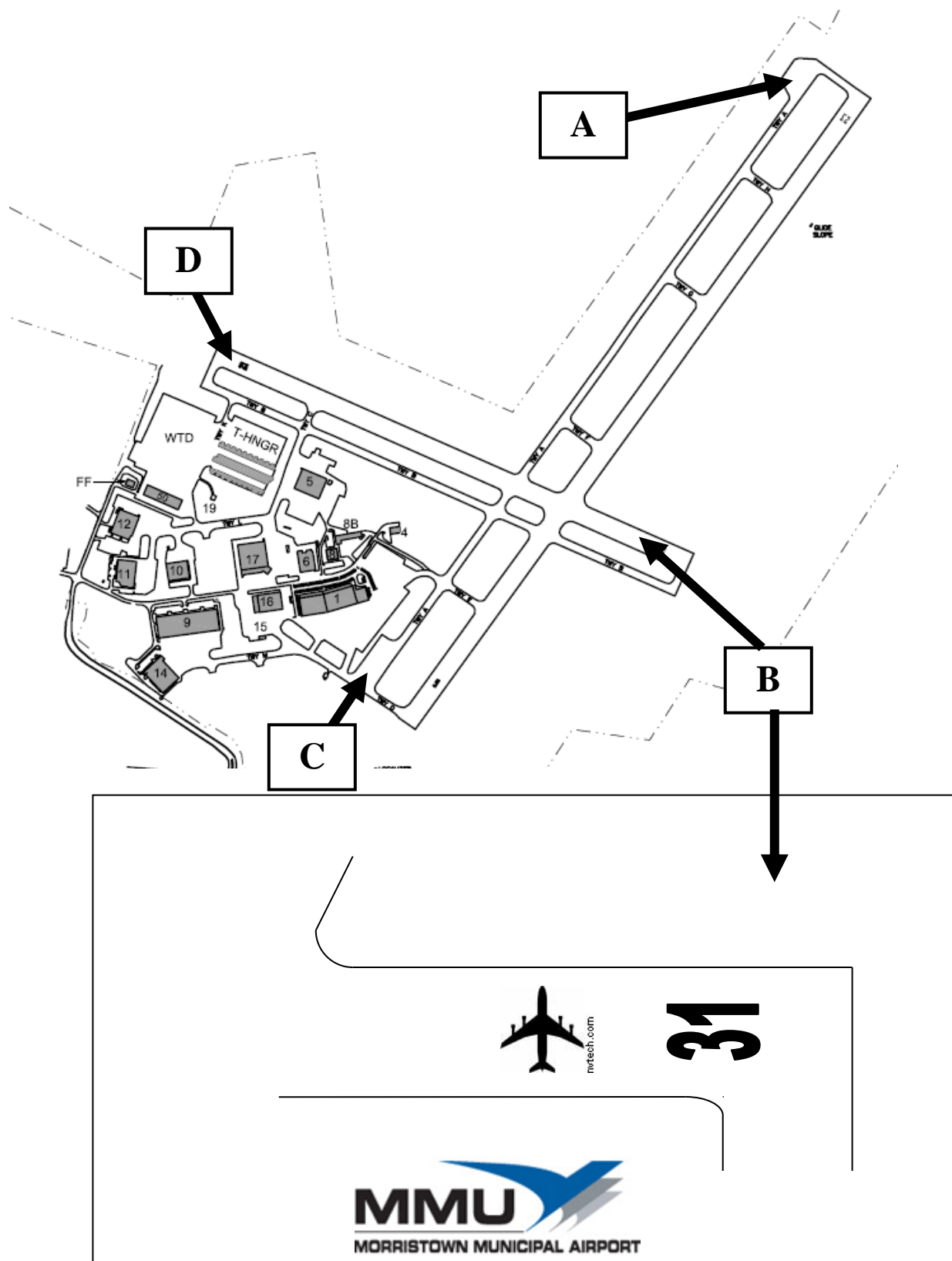
The run-up will cease immediately in the event that the operator is so instructed.

4.1 Emergency Nighttime Run-up Notification

If approval is granted for an emergency run-up during nighttime hours, the police departments in Hanover Township, Florham Park, and Morristown will be notified by the Airport Operator. This will be accomplished via FAX using Form No. 3. Form No. 3 is located at the end of this document. If permission to conduct the run-up is granted when the Airport Operations Office is closed, then the Airport official approving the run-up will notify the (3) police departments via telephone.

SECTION 5 – MAPS & FORMS

MAP A



FORM NO. 1**DAYTIME RUN-UP COORDINATION FORM****(0830L – 2000L)**

All Aircraft Owners/Aircraft Operators are required to coordinate all engine run-up activities with the Airport Operations Office. Please call (973) 538-3366 (Ext 116) or fax (973) 538-5850 your request, including all information below for coordination.

To be completed by Airport Operations:

Date: _____ Time: _____ Initial: _____

Information to be provided by Owner/Aircraft Operator:

RUN-UP INFORMATION

Aircraft Operator Name: _____

Aircraft Owner: _____

Requested Date and Time of Run-up: _____ AM / PM

Type of Aircraft: _____

Aircraft Identification #: _____

Anticipated Engine Power:

✈ Setting _____ Duration _____ Minutes

✈ Setting _____ Duration _____ Minutes

✈ Setting _____ Duration _____ Minutes

Reason for Engine Run-up: _____

APPROVAL

Noise Abatement Officer: _____ Date: _____

Run-up Area Assigned: A B C D Other

**FORM NO. 2****NIGHTTIME RUN-UP COORDINATION FORM
(2001L – 0829L)**

This form must be completed at least 12 hours prior to all engine run-up activities occurring between the hours of 2001L to 0829L. Please fax, (973) 538-5850, or deliver the completed form to Airport Operations for approval. This form must be approved by an Airport Director.

To be completed by Airport Operations:

Date: _____ Time: _____ Initial: _____

Information to be provided by Owner/Aircraft Operator:

RUN-UP INFORMATION

Aircraft Operator Name: _____

Aircraft Owner: _____

Requested Date and Time of Run-up: _____ AM / PM

Type of Aircraft: _____

Aircraft Identification #: _____

Anticipated Engine Power:

✈ Setting _____

Duration _____ Minutes

✈ Setting _____

Duration _____ Minutes

✈ Setting _____

Duration _____ Minutes

Reason for Engine Run-up: _____

APPROVAL

Noise Abatement Officer: _____ Date: _____

Run-up Area Assigned: A B C D Other

**FORM NO. 3****FAX NOTIFICATION OF AIRCRAFT ENGINE RUN-UP**Distribution:

- | | | |
|--------------------------|------------------------------------|----------------------|
| <input type="checkbox"/> | Hanover Township Police Department | |
| | FAX # 973-428-1543 | Phone # 973-428-2512 |
| <input type="checkbox"/> | Morristown Police Department | |
| | FAX # 973-267-7647 | Phone # 973-538-2200 |
| <input type="checkbox"/> | Florham Park Police Department | |
| | FAX # 973-377-9118 | Phone # 973-377-2200 |

Date: _____

Time: _____

Please be advised that an emergency engine run-up will be necessary at the Morristown Municipal Airport at approximately:

Date: _____ Time : _____

We estimate the duration to be: _____ minutes.

Should you have any questions or comments, please call the airport at (973) 538-3366 (Ext.122). If no one is available to answer your call leave a message, and someone will return your call as soon as possible.

Airport Director or Deputy Director

APPENDIX J
AIRCRAFT REMOVAL RELEASE FORM

**DM AIRPORTS LTD.**
 8 Airport Road
 Morristown, NJ 07960
 (973) 538-6400

AIRCRAFT REMOVAL RELEASE FORM

AIRCRAFT TAIL # _____

DATE: _____

I, _____, as the (check one) ☐ owner ☐ operator or ☐ authorized agent for and on behalf of the owner of the above referenced aircraft do hereby authorize DM AIRPORTS, LTD. to remove or arrange for the removal of said aircraft from: _____

(Describe Location)

at Morristown Municipal Airport. I expressly understand and agree that the owner of the aircraft shall be solely responsible for all costs incurred and associated with the removal of the aircraft, whether or not initially incurred by DM AIRPORTS, LTD., and that in no event shall DM AIRPORTS, LTD. be liable for such costs.

I release and forever discharge DM AIRPORTS, LTD. and the TOWN OF MORRISTOWN from any and all claims for damages, loss or liability resulting from the removal of aircraft. I further hereby agree to indemnify, defend and hold harmless DM AIRPORTS, LTD. and the TOWN OF MORRISTOWN from any and all claims for damages, loss or liability resulting from the removal of the aircraft.

AIRCRAFT OWNER/OPERATOR/AGENT
REPRESENTATIVE

DM AIRPORTS, LTD.

 (Signature)

 (Signature)

 (Date)

 (Date)

APPENDIX K
EXCAVATION NOTIFICATION FORM

APPENDIX K
EXCAVATION NOTIFICATION FORM
MORRISTOWN MUNICIPAL AIRPORT

- Notification is required to be made to DM AIRPORTS, LTD. (DM) and its Licensed Site Remediation Professional (LSRP) at least 10 business days prior for ALL excavation, digging, soil removal, or ground disturbance on the Airport.
- To initiate notification, email this completed form to both DM and its LSRP as detailed in Section 3.0.
- Incomplete forms will not be accepted.

EMERGENCY EXCAVATIONS: Contact DM and execute the work in the safest possible manner.

1. Job Description and Contacts

Lessee: _____	Address: _____	Est. Start Date: ____
Contact Name: _____	_____	Est. Completion: ____
Phone: _____	_____	

Project Description: _____

<input type="checkbox"/>	Capital Project	_____
<input type="checkbox"/>	Maintenance/Repair	_____
<input type="checkbox"/>	Other	_____
<input type="checkbox"/>	Utility	_____

2. Project Planning

Excavation Depth: _____	(feet)	Concrete removal required? _____	Y/N?
Soil Removal Volume: _____	(est. cu yd.)	Is backfill required? _____	Y/N?
Estimated Area/Length: _____	(feet)		

Excavation Method:
(check all that apply)

<input type="checkbox"/> Hand Tools	<input type="checkbox"/> Trench/Ditch Witch
<input type="checkbox"/> Post Hole/Auger	<input type="checkbox"/> Soft Dig/Hydro Excavate
<input type="checkbox"/> Excavator/Backhoe	<input type="checkbox"/> Other: _____

☐ **General Requirements:**

1. All media (soil/groundwater/concrete) must be managed in accordance with current New Jersey Department of Environmental Protection (NJDEP) protocols.
2. Soil must be sampled prior to offsite disposal or reuse in accordance with NJDEP's Fill Material Guidance or in accordance with the approved receiving facility sampling requirements.
3. Soil can be returned to the ground without sampling, unless evidence of impacts is observed (e.g., petroleum odor).
4. Offsite reuse of soil as clean fill is not authorized unless approved by DM and the LSRP.
5. Notify DM at least 24-hours prior to the start of excavation.

☐ **Backfill Requirements:**

1. NJDEP Clean fill (soil/gravel) material must be utilized in accordance with the NJDEP Fill Material Guidance.
2. Clean fill sources must be approved by DM and its LSRP.

☐ **Dewatering Requirements:**

1. Dewatered groundwater may not be discharged to surface water or the storm sewer without appropriate permits.
2. Dewatering plan must be approved by DM and its LSRP.
3. Groundwater must be sampled prior to offsite disposal in accordance with the approved receiving facility sampling requirements.

☐ **Concrete Requirements:**

1. Removed concrete that is planned for recycling must be sampled in accordance with NJDEP Guidance for Characterization of Concrete and Clean Material Certification for Recycling.
2. Any non-recycling means of concrete disposal must be authorized by DM.

IMPORTANT:

DM AND ITS LSRP ARE TO APPROVE ALL RECEIVING AND DISPOSAL FACILITIES FOR SOIL, CONCRETE OR GROUNDWATER. REVIEW FEES ARE TO BE PAID BY THE LESSEE.

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3. Notifications

Contact information for DM and its LSRP is provided below.

<input checked="" type="checkbox"/> Area	Contact Name	Phone	Email
DM AIRPORTS, LTD.	Maria Haffer	(973)538-6400 x137	mariah@mmuair.com
LSRP	Daniel Gardner	(908)333-4313	dgardner@vertexeng.com

4. Completion Reporting

☐ **The following documentation is required at the completion of the project:**

1. The dates and duration of the alteration, improvement, or disturbance;
2. A scaled map indicating the location and extents of the excavation work.
3. The name of key individuals and their affiliations conducting the alteration, improvement, or disturbance;
4. Any observations noted during the activity (soil type, odors, debris content);
5. Depth of groundwater and observations if encountered.
6. Final laboratory data packages for soil, approved clean fill, groundwater and concrete results.
7. Final disposition of material removed from the Site along with disposal documentation (manifests), if any;
8. Documentation of clean fill sources (bill of lading/receipts);
9. Results of any waste characterization done in conjunction with the activity; and
10. Volumes of waste (soil, concrete, groundwater) removed.

5. Permits

Are permits required for the planned work. List applicable permits:

	NJDEP/State
	Land Use (wetlands, etc.)
	Other: _____

List applicable permits/Permit #s:

6. Certification

The Lessee acknowledges that historic fill material impacted soil has been mapped and may be present in the excavation area and that the soils planned for excavation are under the oversight of a LSRP.

This signature certifies that any contractors completing excavation will be notified by Lessee that soils may contain historic fill material contaminants at concentrations exceeding the NJDEP Soil Remediation Standards.

A health and safety plan will be implemented by the Lessee and contractor to mitigate potential exposure to historic fill material impacted media. It is understood that DM and its LSRP review fees will be paid by the Lessee. Lessee acknowledges the requirements in Section 2 of this form and that all work will be completed in accordance with applicable local, state and federal requirements.

Authorized Representative: _____

APPENDIX L
DEICING PAD LOCATION MAP

DEICING PAD AREA

