

Kingston-Ulster Airport Standard Operating Procedures Manual



April 2022 Edition

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AIRPORT POLICY - GENERAL

The rules and requirements contained in this Standard Operating Procedures Manual (this “Manual”) shall govern the conduct of activities that take place on or about the Kingston-Ulster Airport (the “Airport”).

Safety at the Airport is of paramount concern to the Airport’s owner and operator (“Sponsor”). Sponsor also wishes to ensure that each user of the Airport is respectful of the property and rights of other users of the Airport.

The appointed Airport Manager of the Airport has day-to-day responsibility for activities at the Airport. Requests for permits and questions about this Manual and activities at the Airport should be directed to the Airport Manager. The Airport Manager reports to the Director of Sponsor.

Anywhere in this Manual where approval is required from the Airport Manager, such language shall mean the Airport Manager or another individual designated by the Airport Manager.

Nothing in this Manual shall be deemed or construed to amend or limit any of the terms in any lease or license agreement relating to the Airport. Rather, the provisions of this Manual shall be deemed additional requirements applicable to all such users.

PURPOSE

This Manual was developed to provide a formal method for clearly, equitably, and properly disseminating rules and requirements governing activities at the Airport and guidance for the conduct of activities at the Airport.

GOVERNING AUTHORITY

In accordance with the Airport and Airway Improvement Act of 1982, 49 United States Code (U.S.C.) § 47101, et seq., Sponsor has entered into AIP Grant Assurance Agreements with the Federal Aviation Administration (“FAA”) whereby the Airport was developed and improved with Federal grant assistance. As such, Sponsor is obligated to ensure compliance with the requirements of the Grant Assurance Agreements. To the extent that there is a conflict between the terms of this document and the federal grant assurances, the grant assurances will take precedence and govern.

This Manual was prepared in compliance with the applicable Federal law and FAA Regulations that govern operations at the Airport, as they existed at the time this Manual was published. To the extent new laws or regulations are passed that affect the rules and requirements in this Manual, this Manual will be modified in practice, administration, and enforcement to the extent necessary to comply with applicable law and until such time as it can be modified. Any reference to the FAA in this Manual shall mean this authority and its derivatives.

SPONSOR AUTHORITY

Sponsor has authority to oversee and regulate activities at the Airport and charge fees and rents for use of the Airport.

In addition to the rules and requirements herein, this Manual contains a uniform schedule of fees applicable to approved uses of the Airport and granting permits. Permit applications shall be submitted to the Airport Manager for consideration. Upon granting a permit, a copy of the approved permit will be provided to the permittee and a second copy will be kept in the Airport Manager's office.

In granting permits and other use determination for activities at the Airport, the Airport Manager's approval shall not be withheld unreasonably. In the event of any dispute regarding a decision by the Airport Manager, an appeal may be made in writing to the Director of Sponsor.

COMPLIANCE WITH RULES

All users and entrants at the Airport are required to read and understand the rules and requirements contained in this Manual. Any questions about this Manual should be directed to the Airport Manager.

Compliance with the rules and requirements set forth in this Manual is an express condition to entry upon and use of the Airport.

Any permission granted by Sponsor, directly or indirectly, express or implied, to any person or persons, to enter onto or use the Airport or any part thereof (including, without limitation, aircraft operators, crew members, passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees, licensees or other persons occupying space at the Airport, persons doing business with Sponsor and/or any licensee, lessee or operator, its subcontractors and licensees, and all other persons, whether or not specifically identified), is conditioned upon compliance with the rules and requirements herein; and entry upon the Airport by any person shall constitute an agreement by that individual to comply with the rules, and restrictions herein.

UNAUTHORIZED COMMERCIAL ACTIVITY PROHIBITED

No person may carry out any commercial activity at the Airport without the written consent of the Airport Manager. All commercial activities must be conducted in accordance with the provisions set forth in this Manual.

COMPLIANCE WITH OFFICIAL DIRECTIONS REQUIRED

All persons entering the Airport must always comply with posted signage at the Airport and its guidance.

PENALTIES FOR VIOLATION OF THE AIRPORT RULES AND REGULATIONS

Individuals, operators, and businesses that violate the rules and requirements herein may be denied the use of the Airport and its facilities by Sponsor, and agreements between such violator and Sponsor may be subject to termination by Sponsor. A warning may be issued for a first violation that is not safety related. Repeat violations and safety violations may result in the suspension of Airport rights of the violator.

AIRPORT GENERAL INFORMATION

Airport Name: Kingston-Ulster Airport

Airport Address: 1161 Flatbush Road
Kingston, NY 12401

Airport Manager: Todd Coggeshall
Work: (845) 481-1559

FBO: Richmor Aviation Inc.
1161 Flatbush Road
Kingston, NY 12401
(845) 336-5638

IATA: 20N

Runway: 60' X 3,100'

RWY 15: PAPI (P2L) – 235' displaced threshold

RWY 33: PAPI (P2L) – 310' displaced threshold

Field Elevation: 147.4 ft

Maximum Ramp Weight: 12,500 lbs

AIRPORT OPERATIONS

AIRCRAFT RULES

While operating at the Airport:

1. It is strictly prohibited to operate an aircraft in a careless or negligent manner or in disregard of the rights and safety of others, or operate any aircraft or motor vehicle at a speed or in a manner which is likely to endanger persons or property.
2. All aircraft with an operational radio should monitor UNICOM frequency 122.8 while operating within 5 nm of the Airport.
3. Aircraft shall not be started or taxied inside any structure at any time, for any reason. All aircraft maintenance run-ups must be done outside in a location designated for run-ups.
4. Aircraft shall be parked only in those areas designated for such purpose by the Airport and shall not be positioned in such a manner so as to block taxi lanes or obstruct access to any hangars, gates, roads, parked aircraft, or vehicles.
5. Aircraft operators will ensure that their aircraft are properly tied down or chocked when parked.
6. Leaving an aircraft unattended with the engine running is strictly prohibited.
7. Fixed wing aircraft taking off or landing at the Airport shall do so only from a designated runway.
8. Helicopters will go “flat pitch” as soon as possible after landing to reduce rotor wash.
9. Derelict, damaged, or abandoned aircraft shall not be permitted within the tie-down or ramp areas. The Airport Manager shall notify the registered owner of any such aircraft that the aircraft is in violation of the Airport’s rules. If the aircraft is not removed within 14 days of any such notice, Sponsor may remove any such aircraft at the owner’s sole expense and risk.
10. All users of the Airport should always keep a watchful eye for any FOD on the runway, taxiway, ramp, or parking area. Please pick up and properly dispose of any FOD found.
11. All aircraft operators shall be familiar with and follow the posted procedures for operating the fuel stations.
12. Any hazardous materials stored or used at the Airport must be handled in accordance with all local, State and Federal rules and regulations and local fire codes.

13. No hazardous waste, fuel, oil, or other petroleum products may be discharged or disposed of anywhere at the Airport.

RECOMMENDED NOISE ABATEMENT PROCEDURES

Noise abatement procedures minimize the aircraft noise impact on residences surrounding the Airport. Under no circumstances do noise abatement procedures change the pilot in command's responsibility to operate safely and in compliance with all Federal Aviation Regulations.

1. Operators should avoid direct overflight of the Whittier housing development immediately north of Runway 33, and/or other residential areas in the vicinity of the airport, whenever possible.
2. Pattern Altitude is 1,200 feet above mean sea level (MSL) or 1,053 above ground level (AGL).
3. Preferred runways – calm winds (less than 6 knots) when there is no other traffic established in the pattern
 - a) Departure RWY 15
 - b) Arrival RWY 33
4. Night Operations
 - a) When possible, avoid operations between 9 P.M. and 7 A.M.
 - b) Avoid night closed traffic if able.
5. Runups
 - a) Maintenance runups shall be completed on the RWY 33 runup pad and are prohibited between 8 P.M. and 8 A.M.
 - b) Preflight runups should be completed on the RWY 33 runup and on the transient ramp prior to taxiing to the RWY 15 hold short line.
6. Noise Abatement Takeoff Procedures
 - a) Avoid overflight of the Whittier housing development whenever possible.
 - b) Short field takeoff practice on RWY 15 is discouraged during the day and prohibited at night.

- c) Climb at maximum angle of climb until reaching the airport boundary then climb at the maximum rate of climb.
- d) Maintain maximum rate of climb on runway centerline until within 300' of pattern altitude, then depart on course or turn crosswind for closed traffic.

7. Noise Abatement Arrival Procedures

- a) Avoid overflight of the Whittier housing development whenever able.
- b) Follow the Airman Information Manual's recommended traffic pattern procedures with midfield 45-degree entries to the downwind leg.
- c) Maintain published pattern altitudes on downwind and as long as feasible.
- d) When available, maintain on or above PAPI glidepath to the runway until a lower altitude is necessary for a safe landing.
- e) RWY 15 VFR Pattern: Downwind not less than ½ mile from the runway and turning final no less than 1/4 of a mile from the threshold.
- f) RWY 33 VFR Pattern: Standard pattern turning final over the Hudson River.

AIRPORT EMERGENCIES

Airport emergencies will be handled in accordance with the Kingston-Ulster Airport Emergency Plan. The full plan is located in the Airport Manager's office and the Fixed Base Operator's ("FBO") offices. A safety equipment storage box is located by the 100 LL fuel tank. The safety equipment storage box contains a radio tuned to the common traffic advisory frequency, Airport Emergency Plan Checklists, a first aid kit, and other emergency supplies. There are also spill kits adjacent to the 100 LL and Jet A tanks.

1. If an emergency occurs on the Airport that precludes continued safe operation of the Airport, such as an aircraft disabled on the runway, the Airport will be closed until the situation can be safely resolved. In all cases, promptly notify the Airport Manager of any dangerous condition.
2. Anyone witnessing an aircraft accident or incident on or near the Airport should immediately call 911, and then contact the Airport Manager who will request a NOTAM closing the Airport if necessary.
3. Unless extenuating circumstances exist (e.g. the operator or owner of the aircraft is critically injured or otherwise legitimately indisposed) the operator or owner of an aircraft involved in an accident at the Airport resulting in any injury to persons or damage to property shall promptly notify the Airport Manager and comply with the applicable portions of National

Transportation Safety Board (NTSB) Regulations Part 830, Notification and Reporting of Aircraft Accidents and Overdue Aircraft, and Preservation of Aircraft Wreckage, Mail, Cargo, and Records.

4. An aircraft involved in an accident on the Airport may not be removed from the scene of the accident until expressly authorized by the Airport Manager who will receive removal authorization from the Flight Standards Office Albany, New York or the NTSB when applicable.
5. Once express authorization for removal of a disabled aircraft is issued, the owner or operator shall, unless extenuating circumstances exist, make immediate arrangements to have the aircraft moved to a safe location. If removal is not initiated in a reasonable amount of time, the Airport Manager may have the aircraft removed at the owner's sole expense and risk.

CLOSING OF AIRPORT, RUNWAY OR TAXIWAY

This Section describes activities or events that would require all or part of the Airport, all or part of the runway, or all or part of a taxiway to be closed and a NOTAM to be issued.

1. CLOSINGS WITH PRIOR NOTICE

When sufficient prior planning allows, closure Notices will be posted at the Airport and an e-mail will be sent to the tenants and licensees of the Airport. Events that generally provide sufficient planning time include FAA and/or NYSDOT grant construction projects and major maintenance projects such as runway resurfacing, runway crack sealing and painting of pavement markings, or a non-aviation event hosted on the Airport's grounds.

2. CLOSINGS WITHOUT PRIOR NOTICE

Some events and smaller projects do not allow the posting of closure Notices and e-mails to be sent to tenants and licensees of the Airport, such as closing for snow or ice conditions, removal of snow and ice, crashed or disabled aircraft, and minor repair and maintenance such as painting of hold lines, minor pothole patching, etc.

AIRCRAFT MAINTENANCE

1. AIRCRAFT MAINTENANCE

- a) Aircraft maintenance at the Airport is only permitted in areas designated for that purpose. For example, leased hangar bays, licensed tie down spaces, or the FBO's maintenance facility.
- b) Aircraft painting shall not be performed in hangars.

- c) Cleaning and washing of aircraft may be performed between the heated hangar and the Quonset hangar. Any such cleaning or washing shall be done in strict compliance with local ordinances and environmental laws. Grease, oil and other hazardous materials must not be discharged into the stormwater drainage system or surrounding areas.
- d) Towed aircraft will be moved in a manner to not endanger personnel or the property of others.
- e) To allow any maintenance technician other than an approved FBO maintainer to enter the public access areas at the request of the aircraft owner or operator, permission must first be obtained from airport management. Any such maintenance technician should be prepared to complete a Vendor Release form and provide the Airport with proof of insurance and any required licensing.

2. EMERGENCY MAINTENANCE SERVICES ON THE RAMP

Emergency maintenance is maintenance that is required to make a transient aircraft safe and airworthy (in accordance with FAA Certification) after some part, component, equipment, of the aircraft has failed or become defective, or repairs that are necessary to make the aircraft eligible for an FAA Ferry Permit allowing the aircraft to fly to another destination. This Section does not permit any regular, periodic, or scheduled maintenance services to be performed, such as oil changes, annual inspections, or 100-hour inspections.

In the event that an aircraft owner or operator requires emergency maintenance to be performed in order to place the aircraft in a safe and airworthy condition, the owner or operator may elect to have the emergency maintenance performed by the FBO located on the Airport or by an appropriately licensed maintenance technician of their choice.

To allow any maintenance technician other than an approved FBO maintainer to enter the public access areas at the request of the aircraft owner or operator, permission must first be obtained from airport management. Any such maintenance technician should be prepared to complete a Vendor Release form and provide the Airport with proof of insurance and any required licensing.

Maintenance technicians performing services under this section shall comply with the following conditions:

- a) Emergency maintenance will be conducted in the transient parking and tie down areas located adjacent to the heated hangar or an appropriate spot designated by the Airport Manager.
- b) If the aircraft is located on a spot leased to the FBO, the aircraft owner/operator must advise the FBO that the maintenance will be performed by technicians other than those working for the FBO and obtain permission from the FBO to use such space.
- c) Maintenance technicians will be allowed onto the ramp area during normal operating

hours between 09:00 am and 5:00 pm (local time).

- d) The area where the maintenance technician performs the work shall be kept free of any FOD, including any FOD generated by the aircraft being worked on, at all times.
- e) The maintenance technician is responsible for removal of all aircraft parts, tools, trash and other personal property each day prior to leaving the ramp area, even if the repair or service work requires more than one day.
- f) Aircraft must be secured by tie-downs during any emergency maintenance and whenever unattended. This Section does not constitute an exemption from tie down fees at the published rates.
- g) Vehicle access to these permitted maintenance areas will not be permitted. The maintenance technician shall bring tools and equipment onto the approved areas by hand, hand truck, dolly, etc. If special heavy equipment that cannot be so transported to the maintenance area is required, alternative arrangements must be made with the Airport Manager.
- h) Whenever emergency maintenance is performed under this Section, the owner or operator of the aircraft should be present with the Aircraft during the entire period work is being performed on the Aircraft unless prior approval is received from the Airport Manager (e.g. in the case where the owner or operator is in the hospital).

Any maintenance technician not in compliance with the provisions of this Section will be in violation of access conditions, and be required to cease work on the aircraft and leave the Airport.

AIRPORT SECURITY

This Section has been prepared using the United States Department of Homeland Security, Transportation Security Administration's ("TSA") "Guidelines for General Aviation Airport Security" document, dated May 2004 and July 2017.

1. Only authorized personnel shall have keys to the Airport. Gate and door keys shall be distributed by the Airport Manager.
2. All gates with access to the ramp and movement areas will remain closed to eliminate unauthorized access. A pedestrian gate is available for passengers and pilots to allow access to the transient ramp outside the normal hours of operation.
3. All security lights shall be inspected on an as needed basis for proper operation.
4. All aircraft will be secured with the ignition keys removed when unattended.

VEHICLES

No unauthorized vehicles are allowed on the Airport Operations Area (“AOA”) without prior approval of the Airport Manager. No vehicles without a flashing beacon shall be allowed on the AOA unless escorted by the Airport Manager. In compliance with the most recent version of FAA Advisory Circular 150/5210-5, all construction vehicles must have a clearly visible aviation orange and white checkered flag mounted on the vehicle during periods of construction.

An operator of any vehicle authorized to access the AOA will be trained on “driving on the airport operations area.” Documentation of such completed training will be provided to the Airport Manager in advance of access to the AOA.

1. PRIVATE VEHICLE USE INSIDE THE SECURITY FENCE

This Section describes the requirements for operating a motor vehicle inside the security fence during any time the Airport is "OPEN" for operations (i.e. not closed for snow removal, emergency response, construction or maintenance work, etc.)

a) HANGAR TENANT VEHICLE REQUIREMENTS

Provided that there is a valid insurance policy in force for the vehicle being operated in the amount and type specified in the “AUTOMOBILE LIABILITY” Section of this Manual, hangar tenants, tie-down licensees, mechanics working on a tenant's or licensee’s aircraft, or a contractor working on a tenant's hangar or removing snow from in front of a tenant's hangar may drive a vehicle without special markings through the main entrance gate to the tenant's hangar bay, but the vehicle must be placed in a parking space outside the security fence within one half hour after entry unless the vehicle is parked inside the tenant's hangar. Hangar tenants shall not drive their vehicle on the taxi lanes, the transient apron, or the connecting taxi lanes unless the Airport's construction or maintenance work otherwise blocks access. Hangar tenants shall not drive their vehicle on the Airport’s runway or taxiways unless approval to do so is received from the Airport Manager.

b) FBO PERSONNEL, CUSTOMERS AND FBO HANGAR TENANT VEHICLE REQUIREMENTS

Provided there is a valid insurance policy in force for the motor vehicle being operated in the amount and the coverages specified in AUTOMOBILE LIABILITY Section, FBO personnel may operate vehicles on the Airport as necessary for their designated duties at the Airport but the vehicle must be placed in a parking space outside the security fence within one half hour after entry.

FBO hangar tenants shall park their vehicles in the parking lot north of the Quonset hangar.

c) AIRPORT TIE DOWN TENANTS VEHICLE REQUIREMENTS

Provided there is a valid insurance policy in force for the motor vehicle being operated in

the amount and type specified in the AUTOMOBILE LIABILITY Section, Airport tie-down licensees may drive a vehicle without special markings through the main entrance gate to bring items to or from their aircraft while it is tied down or parked on the Airport. Vehicles should have their hazard lights illuminated while moving on the airport. Licensee vehicles may be parked on the licensee's tiedown spot.

Parking inside the airport security fence is at the owner's own risk. A local point of contact shall be provided to the airport manager in the event a personal vehicle needs to be moved. Tie down tenants shall not drive their vehicle on the Airport's runway or taxiways unless approval to do so is received from the Airport Manager.

Unattended vehicles parked inside the security fence not in compliance with this policy may be towed at the owner's sole expense and risk.

LOITERING

There shall be no loitering on Airport property. Persons with no reason to be on Airport property shall be asked to leave the premises. Suspicious persons loitering at the Airport should be promptly reported to the Airport Manager or law enforcement, as appropriate.

COORDINATION WITH STATE AND LOCAL AUTHORITIES

Proper involvement and coordination with law enforcement, fire/rescue services and emergency medical agencies is important in certain circumstances. The contact information for agencies is available in the Airport Emergency Plan.

HANGAR USES

This Section describes permissible and non-permissible uses and activities from/in a leased hangar bay.

The primary area of a hangar shall be used for the storage of the tenant's private aircraft. Supplemental areas may include a partitioned area for a lounge, storage of aircraft parts, office or workshop. Water and sewage hookups are not provided. (The usage of FBO hangar bays are described in the FBO hangar leases.)

Permitted uses of the hangar include the following:

1. Storage, cleaning, maintenance, and repair of the tenant's aircraft.
2. Storage of the tenant's vehicle while the aircraft is away.

3. Relaxation of the tenant/pilot, including the preparation and consumption of light meals.

Non-permitted uses of the hangar include the following:

1. Conducting commercial activity or business from the hangar bay unless a permit for such commercial activity is first obtained.
2. Maintaining a residence within the hangar or hangar bay.
3. Storage of household, business, recreational or other non-aviation related items except those necessary for "permitted uses".

SUBLEASING OR VACANCY OF A HANGAR BAY

Each individual or company having a lease or license with Sponsor for a hangar or site upon which a hangar or hangar bay has been constructed shall keep Airport Manager notified in writing of the status of the occupancy of the hangar or hangar bay. Notification will be mailed to: **Airport Manager, Kingston-Ulster Airport, 1161 Flatbush Rd, Kingston, New York 12401.**

A licensed or leased premises may not be sublet or assigned without the prior written consent of Sponsor.

A letter of notification should be sent to the Airport Manager within 10 days of any of the following events with the following minimum required information included:

1. In the event of a vacancy of a hangar bay for more than 30 days due to the sale of lessee's/licensee's aircraft, relocation of lessee/licensee or extended vacation of lessee/licensee, or termination of a sublease with an approved subtenant or other reason, include the following information: date of vacancy, reason for vacancy and expected return of the aircraft or hangaring of a different aircraft. Include the aircraft owner's name, and the make, model, and registration number of the aircraft.
2. Upon return of previously hangared aircraft for any reason, include the date of the aircraft's return, the owner's name, and the make, model, and registration number of the aircraft.
3. Upon the hangaring of different or additional aircraft, include the name of the owner, and the make, model, engine type, and registration number of the Aircraft. If the aircraft owner is not the lessee/licensee and the aircraft is being hangared pursuant to a sublease/sublicense agreement, include the sublessee's/sublicensee's name, address and monthly sublease/sublicense rent to the lessee/licensee, as well as the date the hangaring of the aircraft commenced or will commence.

SNOW AND ICE CONTROL

This snow and ice control plan is prepared in accordance with the procedures contained in the current edition of **AC 150/5200-30: *Airport Winter Safety and Operation***.

1. OBSERVATION AND DISSEMINATION OF ADVERSE AIRPORT CONDITIONS

During snow and ice events aircraft operators should use extreme caution while performing operations at the Airport. If the Airport condition is unknown, the aircraft operator should first speak with the Airport Manager about Airport conditions and the current plan to mitigate or remove accumulated snow or ice.

During the normal snow season from November 15 through April 15, Monday through Friday, and from 0900-1700 (local time), to the extent feasible the Airport Manager or his representative(s) will endeavor to perform the following:

- a) Monitor runway conditions during snow and ice storms to determine the presence of snow, ice, or slush and its depth.
- b) Disseminate Airport condition information through the Notice to Airmen (NOTAM) system through the FSS when commencing snow removal, when less than good braking action conditions are observed, when ridges or windrows of snow remain on or adjacent to movement areas, when any hazard to aircraft operation exists, or when conditions change from those reported by a previous NOTAM.
- c) Close the runway for aircraft use if the runway has more than half (1/2) an inch of slush or two (2) inches of dry snow.

From 1700 through 0900 (local time), the Airport is unattended and Airport conditions are unmonitored.

During the normal snow season and as soon as practical after beginning his shift at 0900, the Airport Manager or his designated representative(s) will to the extent feasible endeavour to perform an inspection to determine the runway and Airport conditions and disseminate information on any adverse conditions as described in list of responsibilities above.

Snow removal operations at the Airport will normally commence when there is a plowable accumulation of snow on the runway pavement and weather conditions dictate. However, this determination is somewhat subjective and will be made by the Airport Manger based upon his evaluation of present conditions at the Airport and expected changes in those conditions based on the forecasted weather conditions.

Salt may be used to salt the parking lot and on access roads only. NO SALT SHALL BE USED ON THE AIRCRAFT SIDE OF FENCE, ESPECIALLY ON THE AOA.

2. VEHICLES

All snow removal and ice control vehicles operating on aircraft movement areas are equipped with a two-way radio or will be under the direct control of a vehicle so equipped.

All vehicles operating in a movement area are equipped with the necessary lights and warning signals for night operation in accordance with the current edition of Advisory Circular 150/5210-5, *Painting, Marking and Lighting of Vehicles Used on an Airport*.

3. PRIORITIES – CLEARING RUNWAYS, TAXIWAYS, RAMPS AND ACCESS ROADS DURING SNOW OR ICE EVENTS

- a) Priority number one (1) will be the Runway, Taxiway “A” and the Transient Ramp. Simultaneously, snow removal may begin on the entrance roads and terminal walks.
- b) Priority number two (2) will be Taxiway “B”, Taxiway “C”, and Taxiway “D.”
- c) Priority number three (3) will be the parking lots, hangar taxi lanes and aprons and aircraft tie-downs.
- d) Taxiway guidance signs and taxiway & runway lights and signs will be frequently checked and cleared as necessary to maintain their operational visibility.

4. ICE CONTROL

- a) Normally, liquid deicing chemicals and sand are not used on the Airport’s aircraft movement areas for ice control.
- b) In any event, **ABSOLUTELY NO CHLORIDE SALTS OR OTHER CORROSIVE CHEMICALS ARE TO BE USED ON AIRCRAFT MOVEMENT AREAS.**
- c) Access roads and parking areas. Sodium chloride and calcium chloride are permissible on automobile roadways.

5. SNOW REMOVAL OPERATIONS

To the extent feasible, the Airport Manager and his designee(s) shall endeavor to use principles for snow removal on Airport aircraft movement areas:

- a) Drifted or windrowed snow should be removed as soon as practical from the runway, taxiway and apron surfaces.
- b) In the event of heavy snow accumulation, as soon as practical the height of snow banks alongside usable runway, taxiway, and apron surfaces should be reduced so that aircraft propellers, engine pods, rotors, and wingtips are expected to clear the

snowdrifts and snow banks when the aircraft's landing gear traverses any full-strength portion of the movement area.

- c) The Airport Manager and his designee(s) will endeavour to mitigate the maximum allowable snowbank heights as prescribed in the current edition of AC 150/5200-30.

TENANT'S SNOW REMOVAL RESPONSIBILITIES

Hangar tenants shall remove snow from the hangar door to a point at least two feet in front of the hangar door promptly after each snowfall and promptly after any significant amount of snow slides off the hangar roof to the front of the hangar. Owners leasing tie-down spots are responsible for clearing snow around their aircraft.

REMOVAL OF SNOW IN THE HANGAR AREA

The Airport will endeavor to remove snow on the hangar taxi lane and hangar aprons during normal operating hours with equipment operated no closer than one foot from hangar doors. Accumulations of less than three inches will generally not be removed unless there is a forecast for rain followed by freezing temperatures or if the previous accumulation plus the new accumulation is expected to total three inches or more based on forecasted weather.

SPECIAL CIRCUMSTANCES

During snow and ice storms and normal Airport operating hours, the Airport Manager, or his designated representative, will endeavor to post a notice if any of the following conditions exist:

- a) The snow removal crew is unable to comply promptly with the requirements listed under the subsection above titled *Snow Removal Operations*.
- b) There is an accumulation of two (2) inches of snow on the runway.

SNOW REMOVAL FOR EARLY, LATE, HOLIDAY OR WEEKEND FLIGHTS

Snow removal is performed as soon after storm passage as practicable and as often as possible during normal Airport operating hours. If a tenant or licensee desires to schedule a flight which is either an arrival or departure that would require the removal of snow during overtime hours (outside the normal work day), the tenant or licensee may make a special request for removal of snow to accommodate such flight. In such a case, if the Airport Manager is able to accommodate such request the costs of snow removal outside the normal operating hours will be billed to and promptly paid by the tenant or licensee to Sponsor.

BUSINESS OPERATIONS

The aviation related commercial activities allowed to be conducted at the Airport include, but are not limited, to the following:

FIXED BASE OPERATOR

The Fixed Base Operator (“FBO”) enjoys a special status in the operation of the Airport. The FBO is approved to offer a variety of aeronautical support services to the aviation public at the Airport. It is the intention of Sponsor to have an FBO operating at the Airport. The FBO is required to provide its services to the aviation public on a fair and equitable basis.

At a minimum, the FBO provides aviation fuel sales and services (including 100LL AVGAS and Jet-A Turbine fuels), and aircraft maintenance. The FBO may also elect to provide other services as allowed in the FBO license with Sponsor. The FBO will have 24-hour access to all FBO facilities.

Details of the FBO’s services, charges and operations should be obtained directly from the FBO.

All other commercial operations at the Airport require a permit issued by the Airport Manager as further described in this Section below.

FLIGHT INSTRUCTION

Flight instruction is a service where a student is taught the various skills required to control an aircraft on the ground and in flight (including instruction on navigation, weather, regulations, etc.), enabling the student to attain an FAA Pilot Certificate (Student, Private, Commercial, ATP) complete an additional Class or Category Rating, or obtain an instrument rating, flight review, proficiency check, etc.

All flight instruction must be conducted in accordance with all applicable Federal regulations related to such activity under 14 C.F.R. Part 61 and 14 C.F.R. Part 141.

Part 141 Pilot School activities will be allowed through a Commercial Activity Permit issued by the Airport Manager, subject to presentation and approval of copies of the specified documents below and compliance with the following:

1. Presentation of a Certificate of Insurance with “Kingston-Ulster Airport, Inc.” named as an additional insured, of a coverage type, form, and amount as defined in the Section on Insurance, and subject to approval by the Airport’s Director of Risk Management and Insurance;
2. Presentation of a Part 141 Pilot Schools Air Agency (8000-4) certificate and appropriate Training Specifications (TSpec); and

3. Part 141 classroom flight instruction activities shall be conducted from the 20N Pilot Clubhouse or another office at the Airport containing at least 1,000 square feet of usable space. The flight instructor shall license space for flight instruction from Sponsor on terms and conditions to be mutually agreed upon.

Part 61 Flight Instruction is authorized provided it is conducted in accordance with 14 C.F.R. Part 61.

AIRCRAFT RENTAL

Aircraft rental is a commercial activity that involves renting an aircraft to a member of the general public for a fee. The rental of aircraft for commercial activities will require the owner of the aircraft to obtain a separate permit for such commercial activity.

This type of commercial activity must be conducted in accordance with all applicable Federal regulations related to such activity. Aircraft rental is only permitted if such aircraft will be operated by a properly licensed and qualified (FAA, FCC, etc.) individual. It is specifically understood that commercial operators under this section will only rent aircraft and will not provide pilot services other than to conduct a competency check ride (as required by the FAA and insurance contracts) for the purpose of determining the competency of the renter/pilot desiring to use the available aircraft.

1. This commercial activity requires the aircraft owner/operator to obtain an Annual Commercial Activity Permit from the Airport Director.
2. The owner of the aircraft shall provide a Certificate of Insurance naming “Kingston-Ulster Airport, Inc.” as an additional insured, of a type, form and amount as defined in the Section on Insurance below, and such Certificate of Insurance is subject to approval by the Sponsor’s Director of Risk Management and Insurance.
3. Each renter should be listed on the aircraft insurance policy and/or show proof of insurability to the airport.

AERIAL PHOTOGRAPHY or SIGHTSEEING OPERATIONS

Such activities consist of one of the following:

1. Taking aerial photographs for customers as a commercial business undertaking. The commercial operator may own or lease an aircraft appropriate for such use. It is specifically contemplated that the commercial operator will supply pilot and photographic services during the conduct of this commercial activity; or
2. Providing a service whereby members of the general public are flown in an aircraft for hire in and about the local area for the purpose of observation and incidental

photography during the flight. The aircraft must be flown by a Commercial Pilot. This Section specifically excludes activities conducted by On Demand Air Charter activities conducted under Federal Air Regulations Part 135.

This section does not include or cover flights donated for charity or the Young Eagles program.

These types of commercial activity must be conducted in accordance all applicable Federal regulations related to such activity which require the operator to obtain one of two commercial permits available:

1. An annual commercial activity permit, issued for one calendar year on January 1st of each year, and expiring on December 31 of the year issued; or
2. A short term commercial activity permit, issued for periods of one calendar month, and issued on the first day of any month, and expiring on the last day of the month issued.

In addition to the permit above, the operator shall provide Airport management with a Certificate of Insurance naming “Kingston-Ulster Airport, Inc.” as an additional insured, of a coverage type, form, and amount acceptable as defined in the Section on Insurance, and subject to approval by Sponsor’s Director of Risk Management and Insurance.

AIR CHARTER OPERATIONS - FAR PART 135

This subsection covers air charter operations under Federal Aviation Regulations, PART 135. Operators of this type of commercial service typically provide a service commonly known as "on demand charter" or "air taxi."

Air charter activities will be allowed through an Air Charter Operations Permit issued by the Airport Manager, subject to presentation of copies of the specified documents and compliance with the following:

1. Certificate of Insurance with “Kingston-Ulster Airport, Inc.” named as an additional insured, of a coverage type, form, and amount acceptable as defined in the Section on Insurance, and subject to approval by Sponsor’s Director of Risk Management and Insurance.
2. These Commercial Activities shall be conducted from space licensed from the FBO and/or Sponsor. The commercial operator may license counter space from Sponsor or from the FBO, or such additional space as is required for the safe and lawful conduct of this operation. If the commercial operator requires space at the Airport and is unable to license sufficient space from the Airport and/or FBO, the commercial operator may follow the procedures outlined in Section 6, CONSTRUCTION OF NEW FACILITIES - AVIATION RELATED.
3. Loading and unloading of passengers or cargo shall occur at the transient parking area

adjacent to the northern hexagonal hangar.

4. If the operator wishes to place a suitable sign in the 20N Pilot Club House, the operator shall first seek permission from the Airport Manager.
5. The operator shall arrange for suitable telephone facilities.
6. The operator shall provide documentation to the Airport Manager showing that the operator has the appropriate licenses and approvals to legally conduct such operations.

OTHER COMMERCIAL ACTIVITIES

It is the policy of Sponsor to encourage appropriate economic development at the Airport.

In the furtherance of this objective, entities seeking to engage in commercial activities (within the boundaries of the Airport), other than those specifically defined in this Manual, should present their request to the Airport Manager. The Airport Manager shall evaluate the request, seek additional information and input from other appropriate authorities as required and either reject the request, approve the request as presented, or revise the proposal. If a lease is required, the Airport Manager shall make appropriate recommendations to Sponsor.

If the proposed commercial activities require physical improvements to the Airport, the proposer must submit sufficiently detailed conceptual plans, specifications, site plans, business development plans, financial statements, or any other information requested by the Airport Manager for review.

After review, the Airport Manager will forward its recommendation to Sponsor for final review and approval.

All commercial activities are subject to all rules, regulations, and fees as defined by this Manual.

PERMITS AND AIRPORT FEE SCHEDULE

The following schedule of fees is applicable to the specific types of activities and services listed below. These fees will be collected by the Airport Manager or be paid to the account of Sponsor, as directed. The schedule of fees may be modified from time to time by Sponsor.

COMMERCIAL ACTIVITY PERMIT FEES

The fees for commercial activity permits are based on the following two general categories:

1. Annual permits are issued for a period of one year, commencing on January 1 and expiring on December 31 of the year issued.
2. Short term permits are issued for specific limited periods (e.g. aerial photography, sightseeing, photography from the ground) or for single occurrences.

Permits are issued on the following basis: NO REFUNDS, NO PRO RATA ADJUSTMENTS, and they are NON-TRANSFERABLE.

Permits may be issued to an individual, partnership, or corporation and shall not be sublet, transferred, assigned or otherwise sold to any third party.

An individual, partnership, or corporation holding a commercial activity permit will not conduct business for an individual, partnership, or corporation holding a different category commercial activity permit.

An individual, partnership, or corporation shall obtain a commercial activity permit for each commercial activity the individual, partnership, or corporation is performing at the Airport regardless of the degree of involvement of such person.

An individual shall not conduct any commercial activity for a commercial activity permit holder unless the individual is a bona-fide employee of the commercial activity permit holder (evidence of employment and payroll status to be furnished upon request).

Unless specifically stated elsewhere, the Commercial Activity Permits and fees do not exempt the permit holder from any parking fees or tie down fees, and they do not constitute an exemption from any other fees or charges indicated in this Manual.

In the event that the privileges granted by a Commercial Activity Permit are abused, the Airport Manager may revoke the permit at any time. There will be no refund of the fee in any such event. In the event of revocation, an appeal may be made to the Director of Sponsor in writing delivered via a certified letter stating the facts and reasons the permittee believes the permit should be reinstated.

1. ANNUAL PERMIT FEES

FLIGHT INSTRUCTION	\$500.00
SIGHTSEEING / AERIAL PHOTOGRAPHY	\$500.00
AIRCRAFT RENTAL	\$500.00
CHARTER - PART 135	\$1,000.00

2. SHORT TERM PERMIT FEES

AERIAL PHOTOGRAPHY or	
SIGHTSEEING - SHORT TERM	\$100.00

20N PILOT CLUB HOUSE BUSINESS SPACE LICENSE FEES

Those sections of this Manual that specify that a commercial operator may license space in the 20N Pilot Club House are subject to the conditions in this section. Use of the 20N Pilot Club House shall be on a non-exclusive basis.

The license fees found below are payable in advance to the Airport Manager and are due on the first day of each month if they are recurring on a monthly basis. Failure to pay the license fees on a timely basis shall be a basis for cancellation of the license arrangements and eviction of the operator from the counter.

MONTHLY RENTAL FEE	\$50.00
LESS THAN 1/2 MONTH FEE	\$30.00

The following services shall be provided by the Airport to Commercial Operators renting space in the 20N Pilot Club House: heat; electricity; and snow removal.

ADVERTISING SIGNS

The license of space under this Section includes the right to install an advertising sign on or about the licensed space. This sign may not exceed the overall height of the counter and be no more than four feet in length (or the width of the counter, whichever is shorter). Any such sign installation must be approved by the Airport Manager.

In the event the rental arrangement is terminated for any reason, the advertising signs will be removed from the rental space within 5 days of termination. Removal is the responsibility of the commercial operator, and if not completed within the time allowed, the Airport Manager may have the sign removed at the owner's expense.

Any damage caused to licensed space during the sign installation or removal or from the use of the space is the sole responsibility of the commercial operator, and all charges for repairs made by Sponsor will be billed to the commercial operator, including any reasonable legal fees incurred to collect delinquent amounts owed to Sponsor.

ACCESS TO 20N PILOT CLUB HOUSE

A commercial operator licensing space in the 20N Pilot Club House will have access to the premises during normal business hours.

TELEPHONE SERVICES

The commercial operator may install a telephone in furtherance of the commercial activity in the licensed space. Any costs from installing or using this service shall be borne by the commercial operator.

In the event of termination of the rental arrangement for any reason, the commercial operator will arrange for the telephone equipment to be removed from the rental space within five days of the termination. Removal is the responsibility of the commercial operator, and if not completed within a reasonable time, the removal may be performed by the Airport Manager, with all charges billed to the commercial operator, including legal fees, if any.

It is the explicit policy that Airport personnel will not take messages for commercial operators (unless there is an emergency) and the Airport's telephone equipment will not be used by anyone except authorized airport personnel.

CARE OF LICENSED AREAS

A commercial operator licensing space from Sponsor is responsible for keeping the area in and about the licensed area in a clean, and well-kept condition. The commercial operator is responsible for removing its own trash.

CONSTRUCTION OF NEW FACILITIES - AVIATION RELATED

New facilities constructed at the Airport will be aviation-related and undertaken or authorized by Sponsor.

Once approved by Sponsor, if the proposed construction is not shown on the Airport Master Plan, approval must be obtained from the FAA either as an update to the Airport Layout Plan or a pen and ink change.

Regardless of where the proposed construction is located on the Airport property, a ***Notice of Proposed Construction or Alteration*** (FAA Form 7460-1) FAA Form 7460-1 may be e-filed at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

LANDING FEES, TIE-DOWN FEES, HANGAR RENTAL AND FUEL & OIL

This Section describes how landing fees, tie-down fees, hangar rental fees and fuel and oil fees are collected at the Airport.

LANDING FEES

Aircraft based at the Airport and not used for commercial activities as described in Section 5 above are exempt from landing fees. Aircraft based at the Airport and used for commercial activities described in Section 5 are exempt from landing fees for the approved commercial activity, provided the appropriate commercial activity permit has been obtained. All single engine aircraft not used for commercial purposes are exempt from payment of landing fees. An aircraft engaged in a flight training operation is exempt from landing fees, but such exemption shall not apply for any operation of the aircraft at the Airport when it is not engaged in a flight training operation.

TIE DOWN FEES

Aircraft remaining on the Airport overnight, or a portion of a night, with a departure on a different date, are subject to paying a tie-down fee. All aircraft shall pay the owed transient tie-down fees to the FBO. This fee is waived with the purchase of fuel or other services. The FBO may be contacted at (845) 336-5638.

HANGAR RENTAL

Due to limited hangar space, hangar rentals are not currently available for rent. The Airport Manager maintains a waiting list for aircraft owners seeking to rent hangar space at the Airport.

FUEL AND OIL

Jet A, 100LL Aviation Gasoline, and various oils and other products for aircraft are available for purchase from the FBO. The FBO. is generally open for business 7 days a week from 9 A.M. to 5 P.M. with the exception of Thanksgiving and Christmas day or during inclement weather which closes the Airport. Fueling of aircraft is available on a self-service basis with a credit card after hours.

FEES FOR LANDING, HANGAR RENTAL, FUEL & OIL

The following schedule of fees are subject to change by Sponsor at any time without advance notice.

LANDING FEES:

<u>General Aviation</u>	<u>Per Landing</u>
Private	No Fee
Commercial	\$25.00 Waived with the purchase of services (i.e. fuel or oil)

RAMP FEES:

First Night	\$15.00 (waived with fuel purchase)
Subsequent Nights	\$10.00 per night

FUEL & OIL:

Jet A, 100LL, Oil	Please contact the FBO for current rates.
Credit Cards: All Gas, Multi-Service, Fed. & State, American Express, Visa, Master Card	

INSURANCE REQUIREMENTS - AVIATION & NON-AVIATION ACTIVITIES

The following describes the insurance requirements for lessees, licensees, operators, vendors, and permittees at the Airport. Each operator and permittee is required to furnish a Certificate of Insurance as proof of insurance coverage prior to permit or contract approval. Within 30 days of approval the operator or permittee must provide a complete copy of the relevant insurance policies to the Airport Manager, at which time the policies of insurance must be acceptable to Sponsor and Sponsor's Director of Risk Management and Insurance.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

Limits of at least \$1,000,000.00 (one million dollars) per occurrence/\$2,000,000 (two million dollars) general aggregate naming "Kingston-Ulster Airport, Inc." as an additional insured.

2. AIRCRAFT HULL AND NON-OWNERSHIP LIABILITY COVERAGE

Aircraft hull and liability insurance for owned and non-owned aircraft with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury or damage to property. A 30-day notice of cancellation shall be required.*

IF USED FOR FLIGHT INSTRUCTION - Flight instruction must be an 'approved use' of the aircraft within the policy and the flight instructor must be a named insured or an additional insured to the policy. A 30-day notice of cancellation shall be required.*

3. AUTOMOBILE LIABILITY

Any commercial permit holder with a need to operate a motor vehicle at the Airport on taxiways "A," "B," "C," "D," or on the runway, is required to have a commercial automobile insurance policy in force covering any owned or non-owned automobile, truck or other motor vehicle to be used in, on or about the Airport, with a combined single limit of not less than \$300,000 (three hundred thousand dollars) for each occurrence of bodily injury or property damage and with "Kingston-Ulster Airport, Inc." named as an additional insured. A 30-day notice of cancellation shall be required.*

Any aircraft owner pilot, mechanic or other person with a need to operate a motor vehicle at the Airport inside the security fence, but not on Taxiways "A," "B," "C," "D," or on the runway, shall be required to have an automobile insurance policy in force with a combined single limit of not less than \$300,000.00 (three hundred thousand dollars) for each occurrence of bodily injury and property damage and with "Kingston-Ulster Airport, Inc." named as an additional insured. A 30-day notice of cancellation shall be required.*

ADDITIONAL INSUREDS

The symbol '*', as used above, denotes the requirement on each of these policies to name

“Kingston-Ulster Airport, Inc.” as an additional insured on a “primary and non-contributing basis.”
The proper name and address for the additional insured is as follows:

Kingston-Ulster Airport, Inc.
1161 Flatbush Rd
Kingston, New York 12401

It is important to note that Sponsor may alter these insurance guidelines as may be necessary in line with the operations of the applicant permittee.

WORKERS' COMPENSATION/DISABILITY

All commercial operators, of any type, including vendors, shall also provide evidence to the Airport Manager of appropriate insurance coverage for Workers' Compensation, and Disability Insurance, covering employees, as required by law.

DEFINITIONS

- a) AIRCRAFT - any and all contrivances now or hereafter used for the navigation of or flight, including, but not limited to: airplanes, airships, dirigibles, rockets, helicopters, gliders, sailplanes, amphibians, and seaplanes.
- b) AIRPORT – Kingston-Ulster Airport (20N), located at 1161 Flatbush Rd., Rt. 32, Kingston, New York, 12401.
- c) AIRPORT MANAGER - the designated Airport Manager and his deligees.
- d) AIR OPERATIONS AREA (AOA) - that portion of the airport reserved exclusively for the storage, movement, takeoff, and landing of aircraft.
- e) COMMERCIAL ACTIVITY - any and all activity conducted at or out of the airport by any person, co-partnership, corporation, or any other entity in which any product is exchanged or sold or any service provided for monetary gain or exchange of service.
- f) FIXED BASE OPERATOR – a business at the Airport dedicated any of the following commercial activities: the sale, storage, and hangaring of aircraft; the sale of petroleum, oil, and lubricants; the services of maintenance, repair, and modification of aircraft, aircraft engines, and ancillary equipment; and other services per an agreement with Sponsor.
- g) FLIGHT TRAINING - any use of any aircraft to increase or maintain pilot proficiency rather than the use of an aircraft as transportation between two different airports including any portion of a flight between two different airports to increase or maintain pilot proficiency.
- h) FUEL - any substance, solid, liquid, or gaseous, used to operate any engine in an aircraft or vehicle.
- i) FUEL HANDLING - transport, delivery, fueling, and draining of fuel or fuel waste products.
- j) FOD – Foreign Object Debris, any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.
- k) JET AIRCRAFT - aircraft which are not propeller-driven.
- l) OPERATOR - the owner of an aircraft or any person who has rented or leased an aircraft for the purpose of operation by himself or his own agents or any person operating an aircraft.
- m) PERMISSION - a right or approval granted by Sponsor through the Airport Manager or otherwise where specifically provided.

- n) PERSON - any individual, firm, co-partnership, corporation, association, or company including any assignee, receiver, trustee, or similar representative thereof, or the United States of America or any foreign government or any state or political subdivision thereof, or the United Nations.
- o) RULES AND REQUIREMENTS - those rules and requirements set forth in this Manual for operating at the Airport.
- p) POLICY (AIRPORT) - the rules and guidelines approved by Sponsor stated herein, and made available to relevant persons.
- q) SALE - the provision or exchange of goods or services between any person on or off of the Airport including the use of any goods or services by any lessee, sublessee, concessionaire, permittee or itself, for its own purposes in pursuit of any commercial activity.
- r) SPONSOR means Kingston-Ulster Airport, Inc.
- s) HANGAR – Buildings constructed for the purpose of storing aircraft are classified as hangars regardless of the shape of the overall building or the shape of the bays that are a part of the building.
- t) HANGAR BAY - A portion of a hangar designated for the storage of a particular aircraft.
- u) TOUCH-AND-GO - the act of landing an aircraft on a runway and immediately taking off before coming to a full stop.
- v) VEHICLE - automobiles, trucks, trailers, buses, motorcycles, horse-drawn vehicles, bicycles, push carts, and any other device in or upon which any person or property is or may be transported, carried, or drawn upon land, except aircraft.