

Henderson, Kentucky City - County Airport Agricultural Aircraft Operations Policy

Definitions:

Airport: Henderson City - County Airport, operated by the Henderson City - County Airport Board

Operations: Aerial crop dusting, seeding, spraying, fertilizer application, or any other related activity.

Operator: Any person, entity, party, firm, corporation or business entity, desiring to conduct **Operations** using the Henderson City - County Airport.

FAR Part 137: Federal Air Regulations - AGRICULTURAL AIRCRAFT OPERATIONS

Policies and Operator Requirements:

No **Operator** may conduct **Operations** without an Agricultural Aircraft Operator Certificate, issued under the provisions of **FAR Part 137**. A copy of such certificate shall be furnished to the Airport Manager and filed with Airport Board documents.

Operator must present the Airport Manager with a Safety, Security and Spill Prevention Plan before such operation will be allowed. The Plan must be approved by the **Airport** in writing before requested **Operations** will be granted. Copy of such plan and approval shall be permanently filed with Airport Board documents.

No **Operations** shall be conducted from the principal public use apron or ramp at the airport. Adequate operational ramp space shall be assigned by the Airport Manager.

Operator must show financial responsibility and carry appropriate insurance coverage. The insurance coverage shall include equipment leased by lessee but owned by others. The minimum liability insurance shall be \$1,000,000.00 for bodily injury and property damage. All certificates of insurance issued under this part shall name the **Airport** and the Airport Board as additionally insured. Copies of such insurance policies shall be furnished to the Airport Manager and permanently filed with Airport Board documents.

Operator herein releases the **Airport**, City and County of Henderson, Airport Manager and all other employees from any liability that may be incurred by **Operator's** actions and operation.

Operator must comply with **FAR Part 137** and all other Federal, State and local rules and regulations, including any and all environmental requirements. All applicable Federal Air Regulations (FARS) shall be observed, including appropriate radio communications. Standard traffic pattern procedures shall be used.

Operator shall provide aircraft suitably equipped for agricultural operations with adequate safeguards against spillage on runways and taxiways, and protect against the disbursement of any noxious chemical materials to other operational areas of the **Airport** by wind or any other cause.

Operator must provide indemnification from any damages resulting from any chemical spillage or runoff created by the **Operator** or any violations of any state or federal agency rules and regulations which may apply.

Operator shall be responsible for maintaining a clean and safe operation and shall clean up the mixing/loading area after the completion of work each day. No storage of any chemical containers will be allowed at the mixing area; and, at the end of each operating day, all barrels, cans, jugs, bags and refuse shall be removed from the mixing area and shall not be allowed to accumulate on **Airport** property.

Operator shall provide suitable and safe storage and containment of noxious chemical materials. **Operator** shall utilize proper equipment for transferring liquids and chemicals to the aircraft. No permanent structures will be associated with such **Operations**. Temporary containers will be allowed for the purpose of containing rinse water and/or unused chemical preparations until they can be used as make-up water. Such containers shall be kept clean and capped to minimize the escapement of any odors. All loading equipment shall be equipped in a manner which permits loading of the aircraft to occur with a minimum of exposure to open chemical containers to the atmosphere and personnel. All empty containers shall be triple-rinsed after use and prepared for proper disposal daily. All **Operations** shall be conducted with proper caution and adherence to label instructions and in a manner which minimized the risk of accidental spills and resultant exposure of chemicals to the surrounding Airport environment.

Operator shall be responsible for the disposal or re-use of hazardous materials generated in accordance with all federal, state and local laws.

Operator shall maintain a supply of approved absorbent materials to be used in the event of a spray liquid spill.

Operator is responsible for all spills, liquid or solid material. Such spills shall be confined and cleaned up immediately in order to minimize the potential for contaminating the soils surrounding the loading/mixing area.

Operator shall immediately notify the Airport Manager of any spills occurring on Airport property.

Operator will provide the Airport Manager with complete Material Safety Data Sheets (MSDS) for all chemicals being loaded on, stored on, or transported over airport property.

Airport reserves the right to prohibit any and all **Operations** by the **Operator** at any time upon a finding of non-compliance of the above stated **Policies and Operator Requirements**.

Airport reserves the right to modify this **Operations Policy** by board action.

**Henderson, Kentucky Airport
Agriculture Aerial Operations Policy Application**

Operator must complete this Policy Application, and furnish requested documents as described herein. This Policy Application must be signed by **Airport** representative before **Operator** commences **Operations**.

Attach copies of **FAA Agricultural Aircraft Operator Certificate** and insurance documents as described in **Henderson City – County Airport Agriculture Aerial Operations Policy**.

Operator/Agent (Name, Address, Telephone Number):

Date:

Aircraft: (N-Number, Description, Registered Owner, Registered Operator)

I acknowledge that the aircraft listed above is/are owned and operated by the said parties and that all information herein is true and accurate. . I have received a copy of the Henderson City - County Agriculture Aerial Operations Policy. I agree that I have read the document in its entirety and agree that I will operate in accordance with the said document, including **FAR Part 137**. I am authorized to enter into this agreement. This agreement must be renewed each calendar year.

Printed Name: _____

Signed: _____ Date: _____

Agreement Accepted by Airport Manager or Airport Board Chairman:

Date: _____