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## **1. General Provisions**

### **1.1. Statement of Policy**

- 1.1.1. It is the intent of the Board of County Commissioners of Washington County, Maryland (the “County”) to: (1) plan, manage, operate, finance, and develop the Hagerstown Regional Airport (Airport) to ensure the long-term financial health of the Airport and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the development and operation of air carrier and general aviation businesses and the provision of quality aviation products, services, and facilities to the public at the Airport.
- 1.1.2. As set forth by the Federal Aviation Administration (the “FAA”), by way of its Airport Sponsor Assurances, any airport developed with federal grant assistance is required 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.

### **1.2. Governing Body**

- 1.2.1. The Airport is owned and operated by the County. The ultimate authority to grant the occupancy and commercial use of Airport land or Improvements, the right to engage in any Commercial Activity or Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including these Primary Guiding Documents, is expressly reserved to the County.
- 1.2.2. The Airport Advisory Commission is appointed by the County and provides advisory counsel and recommendations to both the Airport Manager and County on Airport related issues.

### **1.3. Airport Management**

- 1.3.1. The Airport Manager, employed by the County, is responsible for the operation, management, maintenance, and security of the Airport and all Airport owned and operated land, Improvements, facilities, Vehicles, and Equipment.
- 1.3.2. The County has authorized and directed the Airport Manager to:
  - 1.3.2.1. interpret, administer, and enforce Agreements and these Primary Guiding Documents and to permit, where appropriate, temporary, short-term occupancy or use of Airport land or Improvements; and
  - 1.3.2.2. obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with Airport under these Primary Guiding Documents.
- 1.3.3. All official inquiries to the Airport regarding these Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

### **1.4. Authority to Adopt**

- 1.4.1. These Primary Guiding Documents are promulgated under the authority granted by the Annotated Code of Maryland, *Transportation Article*, Section 5-418, which specifically grants the County the power to establish and operate the Airport and lease or grant to any entity, on the terms and conditions it considers proper, any right or interest in the Airport.

### **1.5. Effective Date**

- 1.5.1. Unless repealed by the County, these Primary Guiding Documents shall be in effect and shall remain in effect from the date of adoption by the County.

**1.6. Compliance with Regulatory Measures**

- 1.6.1. All Entities occupying or using Airport land or Improvements, engaging in an Aeronautical Activity on Airport land or Improvements, or developing Airport land or Improvements shall comply, at the entity's expense, with all applicable Regulatory Measures; as may be in effect and amended from time to time.

**1.7. Conflicting Regulatory Measures and Agreements**

- 1.7.1. If a provision of these Primary Guiding Documents is found to be in conflict with any other provision of these Primary Guiding Documents or in conflict with a provision of any Regulatory Measure, the provision that establishes the higher standard (the most stringent or restrictive) shall prevail.
- 1.7.2. It is not the intent of these Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any Regulatory Measure except those specifically repealed by these Primary Guiding Documents.
- 1.7.3. It is not the intent of these Primary Guiding Documents to excuse any entity from performing any obligation it may have with the Airport as set forth in any Agreement the entity has with the Airport, whether such Agreement is in existence on the date of the adoption of these Primary Guiding Documents or entered into at any time thereafter.
- 1.7.4. No existing or future Agreement, nor any payment or performance required there under, shall excuse any entity from full and complete compliance with these Primary Guiding Documents.
- 1.7.5. Compliance with these Primary Guiding Documents shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have (to the Airport) under any existing or future Agreement.

**1.8. Right to Self-Service**

- 1.8.1. These Primary Guiding Documents will not exercise or grant any right or privilege which operates to prevent any entity operating Aircraft on the Airport from performing any services on its own Aircraft with its own Employees (including, but not limited to, maintenance, repair, and refueling) that it may choose to perform.
- 1.8.1.1. However, individual Operators may restrict the use of their exclusive Leased Premises and each Aircraft Operator must adhere to all applicable Regulatory Measures in the performance of any services on its own Aircraft.

**1.9. Fines/Penalties**

- 1.9.1. Entities shall have the responsibility to timely pay in full any fine or penalty levied against the entity, the Airport, the County, the Board of County Commissioners, or its representatives, elected officials, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.
- 1.9.1.1. If the fine or penalty is contestable (and contested by the entity), the entity shall pay the fine or penalty when upheld by the Agency having jurisdiction.

**1.10. Severability**

- 1.10.1. If one or more clauses, sections, or provisions of these Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Primary Guiding Documents. If any such clauses, sections, or provisions are determined by the FAA to be inconsistent with the County's Grant Assurances, those clauses, sections, or provisions shall be deemed unenforceable, and this paragraph shall apply.

**1.11. Subordination**

- 1.11.1. These Primary Guiding Documents are subject and subordinate to the provisions of any existing or future Agreements between the County and the State of Maryland or the United States pertaining to the operation, management, planning, and development of the Airport and are specifically subordinated to, and to be construed as in accordance with the Grant Assurances.

**1.12. Notices, Requests for Approval, Applications, and Other Filings**

- 1.12.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Airport and any notice or communication required or permitted to be given or filed with any Lessee, prospective Lessee, Operator, or prospective Operator pursuant to these Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email) or in person (confirmed with dated and signed receipt) and shall be deemed to have been given when delivered to the Airport, Lessee, or Operator at their principal place of business or such other address as may have been provided to the Airport.

**1.13. Amendments**

- 1.13.1. These Primary Guiding Documents supersede and cancel all previous Local/County Regulatory Measures adopted by the County pertaining to the occupancy or use of Airport land or Improvements, engaging in Aeronautical Activity(s) on Airport land or Improvements, or developing Airport land or Improvements.
- 1.13.2. These Primary Guiding Documents may be supplemented, amended, or modified by the County from time to time and in such a manner and to such extent as is deemed appropriate by the County.
- 1.13.3. The County may issue special rules, regulations, notices, memorandums, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate by the County.
- 1.13.4. The County shall provide for timely public notification of pending supplements, amendments, or modifications to these Primary Guiding Documents in order to provide the opportunity for public comment and input by Operators, Lessees, consumers, users, and the community.

**1.14. Variance or Exemption**

- 1.14.1. A special variance or exemption may be obtained from the County provided that the variance or exemption is petitioned for in writing and that permission for the variance or exemption is obtained in writing from the County.
  - 1.14.1.1. Each variance or exemption shall be petitioned for and granted or denied separately.
- 1.14.2. Requests for special variance or exemption must state definitively the Primary Guiding Document and the provision for which the variance or exemption is being sought, describe the proposed variance or exemption, state the reason or rationale for the proposed variance or exemption, and identify the duration of the proposed variance or exemption.
- 1.14.3. The County has the right to approve variances to these Primary Guiding Documents when a specific clause, section, or provisions does not seem justified in a particular case because of special conditions and unique circumstances.
- 1.14.4. Any variance or exemption approved by the County or the Board of County Commissioners of Washington County, Maryland shall apply only to the special conditions or unique circumstances of the particular case under which the variance

or exemption is granted and shall not serve to amend, modify, or alter the Primary Guiding Documents.

- 1.14.5. When a specific product, service, or facility is not currently being provided at the Airport, the County may enter into an Agreement with an FBO or SASO with terms and conditions that are less than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement and shall only be valid during that specific period of time.

### **1.15. Enforcement**

- 1.15.1. The County shall be responsible for enforcement of these Primary Guiding Documents.
  - 1.15.1.1. Initial enforcement is delegated by the County to the Airport Manager, or his/her designee and all Operations Agents who are empowered to require compliance with and enforce these Primary Guiding Documents.
  - 1.15.1.2. The Airport Manager, an Operations Coordinator, or an Operations Agent must be present during the enforcement of these Primary Guiding Documents by a third party.
- 1.15.2. Any entity who violates these Primary Guiding Documents or any other rule, regulation, notice, memorandum, order, or directive issued by the Airport Manager or his/her designee may be cited and/or removed from the Airport, denied the use of the Airport, and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the Airport including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.
- 1.15.3. In the event an entity fails to comply with these Primary Guiding Documents, the Airport shall send a written statement of violation to the entity at the most recent address, if any, on file with the Airport. The entity shall have ten (10) days within which to provide a written response statement to the Airport explaining in detail why the violation occurred and to advise the Airport that the violation has been corrected. The County, in its sole discretion, has the right to revoke the entity's privileges at the Airport or it may suspend the operations for such a period of time as it deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered by the Airport and the County in renewing any permit, license, or Agreement held by the entity and/or approving any increase in the number of scheduled flights.
  - 1.15.3.1. The entity shall pay for any and all costs or expenses incurred by the County, including but not limited to attorney fees, arising under this Paragraph and/or in the further enforcement of these Primary Guiding Documents.
  - 1.15.3.2. However, if entity contests the notice of violation and is found, after further investigation, not to be in violation of these Primary Guiding Documents, entity shall not be required to pay for any costs or expenses incurred by the County.
- 1.15.4. Violation of these Primary Guiding Documents may also or alternatively result in revocation of Apron access or use privileges, termination of Agreement and/or denial of use of the Airport.
- 1.15.5. Any person denied use of the Airport due to a violation of these Primary Guiding Documents may only use the Airport for the purpose of enplaning or deplaning (as a passenger) Aircraft using the Airport.
- 1.15.6. Entities aggrieved by a decision of the Airport Manager may appeal (in writing) such decision to the Board of County Commissioners within ten (10) days after such decision is issued.
- 1.15.7. The decision of the Board of County Commissioners on such appeal shall be final.