

**OPERATIONAL POLICIES AND PROCEDURES**  
**FOR THE**  
**ROSWELL INTERNATIONAL AIR CENTER (RIAC)**

**This Policy is established to provide minimum standards and govern the Parking, Maintenance and Storage, Parting and Scrapping activities at The Roswell International Air Center. This policy does not apply to general aviation aircraft less than 15,000 lbs.**

**Approved 6/14/05**  
**Amended 3/12/10**

*RIAC Initials* \_\_\_\_\_  
*Initials* \_\_\_\_\_

## SECTION 1

### General Statement

The RIAC does not provide day to day aviation support services. Any company or person desiring to park an aircraft at the RIAC, shall be directed to a company that provides related services. If a change in ownership occurs while the aircraft is located on the RIAC, the new owner shall notify the Airport Management of the change in ownership within fifteen (15) days of the change. Any company or person permitted to part and/or scrap an aircraft must comply with the provisions of the RIAC Parking, Parting and Scrapping Sections of this policy. This Operational Policies and Procedures for the Roswell International Air Center shall be effective September 1, 2005 and as amended.

## SECTION 2

### Definitions

*(as pertaining to this policy)*

***“Aircraft Operator”*** shall mean an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity, and includes a trustee, receiver, assignee, or similar representative of any of them who fly, run, or use an aircraft in the conduct of business both commercial or non-commercial.

***“Aircraft Owner”*** shall mean an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity, and includes a trustee, receiver, assignee, or similar representative of any of them.

***“Aircraft Parting”*** shall mean an aircraft not maintained under an FAA or manufacturer’s approved storage program. For our purposes, dismantling is synonymous with parting. An aircraft in this condition requires a security deposit of a \$25,000 cashier’s check that may be returned in part or in full after the aircraft is removed from the Air Center.

***“Aircraft Scrapping”*** shall mean the process of removing an engine, navigational equipment and/or landing gear for reasons other than maintenance purposes that renders an aircraft non-airworthy, and shall include aircraft that are being processed for waste and recycled metal. An aircraft in this condition requires a security deposit of a \$25,000 cashier’s check that may be returned in part or in full after the aircraft is removed from the Air Center.

***“Aircraft Storage and Maintenance Facility Operator”*** or ***“Operator”*** shall mean a person and/or entity providing one or a combination of commercial airframe storage, airframe repair, engine removal, storage and installation with at least one person certified by the Federal Aviation Administration with ratings appropriate to the work being performed.

***“Airport Manager”*** shall mean the Roswell International Air Center Manager.

***“Customer”*** The owner or operator of the Aircraft for whom the Maintenance / Storage/ Return to Service / or Disassembly is being performed.

***“Derelict Aircraft”*** Aircraft that are considered as abandoned by management of the Roswell Air Center. This determination will result from one or more of the following conditions. The registered owner (s) has not been in contact with their Maintenance Provider or the Roswell Airport Manager for 3 consecutive months. As aircraft that is NOT in a condition or mobility, and or its structure has been altered in such as manner as to preclude it from returning to flying condition.

***“Facility / Maintenance Provider”*** A business that is responsible for Storage / Maintenance / Return to Service / and Disassembly of aircraft and that is authorized by RIAC to conduct business on RIAC property. The Facility must comply with all laws and regulations applicable to its operation.

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**“Maintenance”** shall mean inspection, overhaul, repair, preservation and the replacement of parts, including preventive maintenance of the aircraft.

**“Parked”** shall also include “parking” and shall mean an aircraft not in an FAA approved maintenance program or manufacturer’s storage program. The aircraft is kept in a condition of mobility and is structurally intact capable of being returned to flying condition.

**“RIAC”** shall mean the Roswell International Air Center.

**“Security Deposit”** shall mean cashier’s check held until an aircraft leaves the RIAC property and all applicable fees and/or clean-up costs have been settled.

**“Stored aircraft including those aircraft identified as RTS candidates (Return to Service)”** shall mean aircraft in a continuance airworthy maintenance program that are parked at/on airport property and in an FAA approved maintenance program or manufacturer’s storage program.

### SECTION 3

#### Responsibilities

- A) Aircraft shall only be parked or stored at locations as may be authorized by the Airport Manager. Such parking or storage shall be at the sole risk of the owner or operator of the aircraft, and without any responsibility to the City of Roswell or any of their employees, for any loss of, or damage to the aircraft while so parked or stored. If an owner or operator purchases or obtains ownership in an aircraft that is not a general aviation aircraft and the aircraft is already parked on RIAC property and the owner/operator does not place the newly acquired aircraft in an RIAC approved maintenance storage program, the owner shall provide RIAC a \$25,000 deposit. Such deposit shall be returned to the owner within 10 days of owner removing the aircraft from RIAC or placing the aircraft in an RIAC approved maintenance program.
- B) The owner or operator of the aircraft shall be responsible for the tying-down of the aircraft.
- C) The owner of the aircraft shall be responsible for any liability arising from or caused by the aircraft or the activities of the owner or operator.
- D) The RIAC makes no representation that it will maintain surfaces and those owners or operators that store aircraft on RIAC property do so at their own risk. The amount of aircraft storage is based on the many acres of closed runways and taxiways that make a suitable “hard stand” for aircraft parking. The availability of these areas is directly related to the longevity of these surfaces. As these surfaces fail to be useable for aircraft parking, they will be removed from the inventory for storage.

### SECTION 4

#### Authority

- A) The Airport Manager shall have full operational authority at the RIAC and shall act for and on behalf of the City of Roswell in the management, supervision and control of the facility.

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B) The Airport Manager is hereby authorized to enter into interim agreements with groups, individuals, and companies on behalf of the RIAC, which in the Manager's opinion, represents an appropriate use of the RIAC and beneficial to the RIAC.

## SECTION 5

### Aircraft Parking

(A) This category of aeronautical services shall include the parking of any type of aircraft at a RIAC authorized provider.

## SECTION 6

### Aircraft Storage and Maintenance Facilities (Minimum Standards)

- A) This category of aeronautical services shall also include the removal and sale of aircraft parts and accessories, but such is not an exclusive right. Such an operator shall comply with the provision of this section.
- B) The operator shall lease from the City an area to be approved by the Roswell City Council and shall obtain all applicable licenses and permits.
- C) The operator shall provide sufficient equipment, supplies, and availability of parts and certification as required by Federal Aviation Administration, as outlined in applicable Federal Aviation Regulations (FAR) Parts 91, 121, 135 and 145.
- D) The operator of the aircraft storage and maintenance facility shall be required to carry the following types of insurance with limits as specified, in the lease with RIAC.
- 1) Aircraft Liability
    - a. Bodily Injury (each accident)
    - b. Passenger Liability
    - c. Property Damage
  - 2) Comprehensive Public Liability and Comprehensive Property Damage
    - a. Bodily Injury (each accident)
    - b. Property Damage
  - 3) Hangar Keepers Liability
  - 4) Products Liability (where applicable)
  - 5) Motor Vehicle Liability
- E) The operator shall have an office at the airport, with telephone and a local mailing address, and a City business license.
- F) The operator shall have in his employ trained personnel in such numbers as are required to meet the minimum standards and requirements set forth in an efficient manner, but never less than one person certified by the Federal Aviation Administration with ratings

appropriate to the work being performed and who holds an airframe, power plant, or a repairman certificate, and one other person not necessarily rated.

- G) The operator and operator's employees must meet requirements for security background checks in accordance with the Airport Security Plan.
- H) The operator must agree to Airport Management('s) right to inquire into previous business activity.
- I) The facility that performs storage and maintenance services at the RIAC shall be responsible for the aircraft, until the aircraft is removed from the RIAC, not limited to, but shall include, any parking fees owed to RIAC for the aircraft being stored and maintained at RIAC.
- J) In the event that the aircraft is no longer in the facility's maintenance or storage program, the facility shall immediately notify RIAC Management with the new name, address, and phone number of the new aircraft owner.

## SECTION 7

### Aircraft Parting

- A) No owner or business shall part an aircraft of any type unless prior written approval is received from the Airport Manager; and
- B) The owner/business shall comply with the following:
  - 1. Submit proof of ownership of the aircraft to be parted and if the aircraft is in an approved storage or maintenance program, a release of responsibility of the aircraft storage or maintenance facility and transfer of responsibility to the new aircraft owner.
  - 2. Shall lease from the City an area to be approved by the Roswell City Council and shall obtain all applicable licenses and permits.
  - 3. Deposit a \$25,000 cashier's check as required by RIAC Management for each aircraft that is parked on RIAC property. In the event more than one aircraft owned by the same owner/business is parked on RIAC property for parting, the RIAC Manager shall have the authority to negotiate the deposit, but in no event shall the cashier's check be less than \$25,000. The amount of the cashier's check will be returned in part or full after all accounts are settled with RIAC and the parted aircraft has been transferred to an RIAC approved company for scrapping **and** the leasing company deposits the \$25,000 cashier's check as required by Section 7 of this policy.
  - 4. From the date the \$25,000 cashier's check is received by RIAC, the owner/business has sixty (60) days to complete the parting of the aircraft and to transfer the aircraft to an RIAC approved scrapping company.
  - 5. There are no limitations on the removal of parts from the airframe, except for the removal of the landing gear and components. These components include tires, brakes and associated parts that will not be removed until the airframe is in the designated scrapping location.
  - 6. In the event the owner/business fails to comply with the requirements of paragraph 4, the City may declare that the aircraft owner/business is trespassing on airport property and legal remedies to include court action will occur.

7. The airport will take immediate actions after a court's decision and funds derived will be used to defray charges and costs incurred by the City of Roswell.
- C) No owner or business shall begin parting an aircraft until the owner or business provides RIAC management with a copy of the executed contract with an RIAC approved scrapper.

## SECTION 8

### Aircraft Scrapping

- A) No owner or business shall scrap an aircraft of any type unless prior written approval is received from the Airport Manager and the person or business complies with the following:
1. Submit proof of ownership of the aircraft to be scrapped to the Airport Manager.
  2. Prior to beginning the scrapping process, provide a \$25,000 cashier's check as a security deposit to ensure any remediation of contamination in the scrapping area and the return of RIAC property to its original condition. The amount of the cashier's check will be returned in part or full after all accounts are settled with RIAC and an RIAC designee inspects the property to insure the scrapping process is completed and the area is free of debris and contamination.
  3. From the date the \$25,000 cashier's check is received by RIAC, the owner/business responsible for scrapping shall complete the scrapping process within fourteen (14) days of entering a contract for scrapping.
  4. If the aircraft was first in an RIAC approved storage and maintenance program, a release of responsibility of the aircraft storage or maintenance facility and transfer of responsibility to the person or business that will be scrapping the aircraft, shall be submitted to RIAC Management. RIAC shall not release the Aircraft Storage and Maintenance Operator, nor the business responsible for parting the aircraft, from responsibility for the aircraft, until the aircraft owner has provided RIAC with the required security deposit as set forth in this policy.
  5. Shall lease from the City an area to be approved by the Roswell City Council and shall obtain all applicable licenses and permits.
  6. Submit a written request to the Airport Manager describing the following:
    - a. the type of aircraft and provide registration of aircraft to be scrapped;
    - b. the scrapping procedures to be employed;
    - c. the procedures for disposing of all scrapping material to include disposal of the toxic material, clean up and abatement procedures; and
    - d. the schedule for scrapping of the aircraft.
  7. The schedule for scrapping the aircraft must be approved by the Airport Manager.
  8. Conduct all aircraft scrapping within an RIAC Management approved fenced area to reduce visual contact with the scrapping activity and to prevent foreign object debris from blowing around.
  9. Return the area used for scrapping to its original condition as approved by the Airport Manager.

10. Adhere to all Federal, State and Local environmental regulations.

B) Upon receipt and verification of the information set forth in (1-10) above, and the availability of land to conduct scrapping and other airport operating requirement and/or constraints, the Roswell City Council must approve the agreement to allow the scrapping process. Upon approval of the City Council, the City shall enter into a lease agreement to perform certain scrapping activities with appropriate indemnities and airport protection provisions or deny the request by providing a Letter of Denial to the requestor.

C) Upon RIAC identify an aircraft as a derelict aircraft, the aircraft shall be scheduled for scrapping within fourteen (14) days and the scrapping process completed with thirty (30) days.

## SECTION 9

### Violations and Remedies

A) The City shall send written notification to the aircraft owner, aircraft operator, facility operator or their employees/representatives when a violation of the Operational Policies and Procedures has occurred and the violating party shall have fourteen days (14) days from the date of the written notification to remedy the violation and to come into compliance with the Operational Policies and Procedures.

B) Any violation of these Operational Policies and Procedures of the Roswell International Air Center by an aircraft owner, aircraft operator, facility operator or employees/representatives not remedied within fourteen (14) days after the date of the written notification issued by RIAC that a violation has occurred shall be cause for the forfeiture of the \$25,000 cashier's check security deposit and immediate termination of rights granted by the City of Roswell to conduct business at RIAC.

C) If any violations or damages exceed the \$25,000 security deposit, the City of Roswell will pursue any appropriate remedies afforded by law.

**ROSWELL INTERNATIONAL AIR CENTER  
OPERATIONAL POLICIES AND PROCEDURES**

**ACKNOWLEDGMENT**

I \_\_\_\_\_, have read and understand the provisions of the RIAC Operational Policies and Procedures and I agree to comply with this Policy. I understand and agree that the City of Roswell shall not be responsible for any aircraft or property placed by myself or my company on RIAC property.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Scott Stark, Director  
Roswell International Air Center

\_\_\_\_\_  
Company Name

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OFFICIAL ADDRESSES FOR NOTIFICATION:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Phone Number

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