

Airport Advisory Board Meeting (Monday, January 24, 2022)

Generated by Allison Swint on Monday, January 24, 2022

Members present

Robert Lightstone, James Alexander, Robert Zaorski, George Hill

Meeting called to order at 6:01 PM

A. CALL TO ORDER

B. ROLL CALL

C. COMMITTEE REPORTS

Information: 1. Chairman/Vice Chairman reports

Information: 2. DPW&T Report

Information: 3. FBO Report

Information: 4. Pax Air Ops Report

D. OLD BUSINESS

Action: 1. Approve December 6, 2021 meeting minutes and action items
To approve the December 6, 2021 meeting minutes

Motion by Robert Lightstone, second by Robert Lightstone.

Final Resolution: Motion Carries

Yea: Robert Lightstone, James Alexander, Robert Zaorski, George Hill

Information: 2. Compass Rose presentation

Discussion: 3. Review/Update Action Item list

E. NEW BUSINESS

Action: 1. 2021 Airport Advisory Board Annual Report
To approve the 2021 Airport Advisory Board Annual Report

Motion by Robert Lightstone, second by Robert Lightstone.

Final Resolution: Motion Carries

Yea: Robert Lightstone, James Alexander, Robert Zaorski, George Hill

Action: 2. Officer Elections

To approve the proposed slate of Jim Alexander of Chairman, Robert (Stoney) Lightstone as Vice Chairman and George Hill as Secretary.

Motion by Robert Lightstone, second by George Hill.

Final Resolution: Motion Carries

Yea: Robert Lightstone, James Alexander, Robert Zaorski, George Hill

Discussion: 3. Review Draft Policy on Sublease of Aircraft Storage Hangars
No objection to document or it's content

Information: 4. Next business meeting February 28, 2022 at 6PM

F. PUBLIC COMMENT

<https://go.boarddocs.com/md/stmarysco/Board.nsf/Private?open&login#>

G. ADJOURN

Action: 1. Motion to adjourn

Motion to adjourn the meeting at 7:06PM.

Motion by Robert Lightstone, second by George Hill.

Final Resolution: Motion Carries

Yea: Robert Lightstone, James Alexander, Robert Zaorski, George Hill

Virtual Meeting by Zoom

Airport Advisory Board Minutes – 01/24/2022

Meeting Start 6:01 pm

Members Present: Alexander (Chair), Lightstone (Vice), Hill (Secretary), Zaorski, LCDR Palmer

Others Present: Swint (DPWT), Ken Reed, Pat Weaver, Riley Stanton (Piedmont), Joanna Williams (MD 99s)

Chairman Report:

- John Detrick has retired; Gary Whipple is now the Acting Director of DPWT. Allison would welcome contributions for John's retirement gift from the AAB.
- Second meeting of AeroPark Business Association held 1/20. This is another avenue for advice/input to the CSMC, led by Dept of Economic Development. May meet quarterly or monthly; TBD. Discussion at this meeting focused on development of the West end.

DPWT Report (Swint, Airport Manager):

- Study ongoing by AECOM regarding asphalt on a portion of the runway. Objective is to make all three sections of the runway have the same strength.
- Taxiway A3 closed for seal repair.
- Phase II construction under temporary stop work (seasonal) and expected to resume near April 1.
- A roadway will be installed going by the side of the former ASEC hangar (BB) to reach the West end and not get in the way of the taxiway. Purpose is to facilitate construction efforts.
- Old fence replacement contract in place to match the new fence on Airport Road; expect to complete this year.
- Terminal modifications will be finished by mid-February.
- Lease agreement for Southern Maryland Seaplanes to occupy a new space in the terminal requires approval by the Commissioners; meeting upcoming.
- Anticipate a meeting in beginning of February to complete an RFP for new restaurant initiation in the terminal.

FBO Report (Reed, S. Hunt Aero; R. Stanton, Piedmont):

- Nothing significant to report.

Pax Air Ops Report (LCDR Palmer):

- R-4007 LOA between Pax River and airport (Commissioners) has been delivered to Allison with "no change." AAB was expecting to see an updated diagram and clarifications to wording as discussed at the 6/28/21 meeting. Alexander will coordinate with LCDR Palmer on the disconnect.

Old Business:

- Meeting minutes and action item list from 12/6/21 approved unanimously (motion Lightstone/second Hill).
- Presentation by Joanna Williams regarding Compass Rose painting event. Powerpoint presentation to be provided to James Alexander. Paint will be purchased by Allison. Allison will also pick proposed date and backup in Apr-Jun timeframe.
- Action item list was reviewed and updated.
- Question raised regarding installing brighter lights at the Terminal ramp and parking lot, and FBO ramp. Report due from DPWT at next meeting.

New business:

- 2021 AAB Annual Report approved as written (motion Lightstone/second Zaorski). To be provided to CSMC.
- Current slate of AAB officers were re-elected for another year (motion Lightstone/second Hill).
- AAB reviewed the Draft Policy on Sub-lease of Hangars provided by the County Attorney. No objections were voiced to the document as written.

Public Comment: None.

Meeting Adjourned: 7:06 pm (motion Lightstone/second Hill).

Next Meeting: February 28, 2022 at 6:00 pm

Submitted by: Hill (Secretary)

St. Mary's County Airport Advisory Board
Action Item List

Current: 01/24/22

Action Item #	Status	Open Date	Due Date (do not change)	Close Date	Originator	Assignee(s)	Action Item	Status/Resolution	Follow-up
<i>Action Items as of 01/24/2022 AAB Meeting</i>									
6	Open	x/xx/18	TBD		AAC	DPWT	Install runway end windsocks (or streamers)	8/26/19: to be included in ALP revision process (see AIs 10, 26); 9/27/21: to be included in AECOM ALP revision process	
7	Open	x/xx/18	TBD		AAC	DPWT	Relocate Anemometer where it can provide more accurate runway winds (treeline blocks wind from north impacting reported winds on AWOS and aviationweather.gov)	8/26/19: to be included in ALP revision process (see AIs 10, 26); 9/27/21: to be included in AECOM ALP revision process	
9	Open	x/xx/18	8/23/2021			DPWT (Swint), AAB (Hill, Zaorski)	Procure ADS-B repeater system to improve safety and SA at 2W6; possibly co-share with KNHK?	Need to discuss with Pax Air Ops. 6/24/19: Klapka/Swint to meet with Pax and report at next meeting; 10/26/20: no change; 12/7: no change; 1/25/21: Hill/Zaorski to replace Klapka; 2/22: Bob Z reached out to Pax Air Ops; 3/22: no chg; Hill/Zaorski to map strategy; 4/26: no chg; 6/28: mtg w/ Pax, Navy has no need for ADS-B repeater; ADS-R may be an option for 2W6, need to explore further; Pete Lehmann from TCAS Analytics is SME; 8/23: ADS-R brief from Pete Lehmann postponed to Sep mtg; 9/27: ADS-R vs TIS-B brief from Pete Lehmann, he is looking into more details; 10/25: no chg; 12/6/21: no chg; 1/24/22: no chg	4/26/21: uAvionix PingStation2 may be solution? Just \$1750. No go, a closer look shows this is an ADS-B receiver not a repeater.
13	Open	x/xx/18	8/23/2021			DPWT (Swint), AAB (Hill, Zaorski), NAS Pax	Improve deconfliction between Pax Rwy 14 Approach and 2W6, including AWOS language and updated Chart Supplement (formerly AFD) language	Discussion held with Pax Air Ops 12/3/18. RCO with NAS Pax? 6/24/19: Klapka/Swint to meet with Pax and report at next meeting; 10/26/20: no change; 12/7: no change; 1/25/21: Hill/Zaorski to replace Klapka; 2/22: Bob Z reached out to Pax Air Ops; 3/22: no chg; Hill/Zaorski to map strategy; 4/26: no chg, suggestion was keep this a safety issue; John Deatrick offered to bring this mtg up at next mtg between Pax and CSMC; 6/28: mtg w/ Pax, LCDR Palmer open to working together on this; suggestion made to add Pax Air Ops rep to AAB as ad-hoc member and to add a VHF freq to Pax ATIS (see AIs 32 & 33); 9/27: Pax River Air Ops ad hoc member of AAB will help greatly with this, but still open; 10/25: Alexander to develop proposed Chart Sup language for review by LCDR Palmer; 12/6: Proposed Chart Sup language provided to LCDR Palmer on 11/3, he concurred. AAB voted to approve proposed language. Allison to submit to FAA for publication. 1/24/22: Allison to send to FAA shortly.	6/24/19: Klapka to provide proposed language. Klapka response that Draft SOP contains proposed language. 12/6/21: Additional language to be recorded on AWOS.

St. Mary's County Airport Advisory Board
Action Item List

Current: 01/24/22

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24	Open	10/28/2019	8/23/2021		Public (Bob Hansen)	DPWT (Swint)	Explore Compass Rose at 2W6. Obtain info from The 99s.	10/28/19: Bob Hansen to provide info from 99s at January meeting; 2/24/20: Hansen did not attend Jan or Feb AAB meetings; 6/22/20: POC change from Hansen to Klapka, he reports 99s no longer doing compass roses; 9/28: Ted to meet with Allison next week; 10/1: Ted & Allison identified location on west ramp, Allison checking with DPWT to see if they can survey and paint; 10/26: Allison awaiting response from DPWT; 12/7: DPWT has agreed to do, waiting for wx; 4/26: Allison to talk to Ron; 8/23: Allison to followup with Ron or Donnie; 9/27: Joanna Williams of 99s contacted Allison, interested in doing this in Spring; 10/25: no chg; 12/6/21: review again in Feb 22; 1/24/22: presentation by Joanna Williams of 99s MD chapter, they are happy to do it, 2W6 just needs to provide paint, etc. Allison to suggest weekend in Apr-Jun.	
25	Open	6/22/2020	8/23/2021		AAB (Alexander)	DPWT (Swint)	Update airfield diagram in Chart Sup, ForeFlight, etc. to show taxiway markings (makes construction NOTAMs much more useful)	9/28/20: Allison waiting on as-builts from Delta; 10/26: no change; 12/7: no change; 1/25/21: Allison has as-builts, MAA to confirm taxiway layout during inspection 4/15/21; 4/26: as-builts confirmed by MAA, submitted to FAA; 8/23: Allison needs to relook; 9/27: no chg; 10/25: Allison working with FAA, hopefully published in Jan 22; 12/6/21: submitted to FAA, publication expected 1/27/22; 1/24/22: publication expected 1/27	
29	Open	10/26/2020	8/23/2021		AAB (Klapka)	DPWT (Swint)	Investigate possible methods to remove Canada Geese on airport	12/7/20: Allison to order pyros and screamers, should be here by 1/1/21; 1/25/21: order delayed, should be here by next mtg; 2/22: order in progress; 3/22: ordered, not yet rec'd; 4/26: not ordered yet; 8/23: pyros/screamers in possession, airport mx tech to be hired 9/2; 9/27: Allison to train David Gately; 10/25: pyros/screamers in truck, David to be trained by 11/30; 12/6/21: David to be trained by 1/24/22; 1/24/22: new single shot gun arrived today (no magazine req'd), Dave to be trained ASAP	
34	Open	6/28/2021	12/6/2021		AAB (Alexander)	Pax Air Ops, AAB	Update LOA on use of R-4007 to clarify procedures and update graphic	6/28/21: mtg w/ Pax, LCDR Palmer agreeable to update; 9/27: update in work per LCDR Palmer, will coord with AAB prior to signatures; 10/25: routing on base for admin, then sent to Allison for review by AAB per LCDR Palmer; 12/6/21: no chg; 1/24/22: LCDR Palmer says update was sent to Allison, some confusion on whether there were any changes or not, Allison to send to Alexander	
35	Open	1/24/2022	2/28/2022		AAB (Alexander)	DPWT (Swint)	Explore brighter lights at terminal ramp/parking lot and FBO ramp		

**NOTICE FROM AIRPORT MANAGER REGARDING SUB-SUBLEASES OF AIRCRAFT STORAGE HANGARS
AT ST. MARY'S COUNTY REGIONAL AIRPORT**

As of _____, 2022

The Board of County Commissioners of St. Mary's County, Maryland (the "**County**") as the landlord or lessor has entered into leases (the "**Prime Lease(s)**") with persons, including by way of illustration and not limitation, S. Hunt Aero, LLC, a Maryland limited liability company, and Airport Development, LLC, a Maryland limited liability company (the "**Tenant(s)**"), for properties located at the St. Mary's County Regional Airport (the "**Airport**") upon which aircraft storage hangars have been constructed (the "**Hangar(s)**"). In some cases, Tenants have leased one or more Hangars on a long-term basis to subtenants (the "**Hangar Sub-Tenant(s)**") pursuant to sublease agreements (the "**Sublease(s)**"). One or more Hangar Sub-Tenants have approached the Tenants and the County about the process by which the Hangar Sub-Tenant can sub-lease its Hangar to another person (the "**Hangar Sub-Sub-Tenant**").

Any now or hereafter executed sub-sublease agreement between the Hangar Sub-Tenant and the Hangar Sub-Sub-Tenant (a "**Hangar Sub-Sublease Agreement**") is governed by the applicable Prime Lease, Sublease and those laws, ordinances and regulations applicable to the Airport, including by way of illustration: (i) the St. Mary's County Regional Airport Minimum Standard for Businesses Providing Aeronautical Services to the Public ("**Minimum Standards**"); (ii) St. Mary's County Regional Airport Rules ("**Airport Rules**"); and (iii) St. Mary's County Regional Airport Standard Operating Procedures ("**Operating Procedures**"), which Minimum Standards, Airport Rules and Operating Procedures and any other laws, ordinances and regulations are jointly referred to as the "**Laws**". Any capitalized terms used in this policy which are not specifically defined herein shall be deemed to have the definitions as set forth in the Minimum Standards, Airport Rules or the Operating Procedures, as applicable. The Airport Rules and Minimum Standards provide that the Airport Manager is responsible for the overall management and operation of the Airport and requires the Airport Manager to enforce the Airport Rules, Minimum Standards and Operating Procedures. The Prime Leases allow for a Hangar Sublease Agreement. In any event, all such Hangar Sub-Sublease Agreements are and/or will be subject to the provisions of the Prime Lease, Sublease and Laws as aforesaid.

Pursuant to the definitional sections of the Airport Rules, a Hangar Sub-Tenant who just stores their personal Aircraft in their Hangar is not deemed to be engaged in a Business or providing an Aeronautical Service at the Airport solely because of such activity since the Hangar Sub-Tenant is using the Hangar for their personal use and is therefore not providing a service. However, a Hangar Sub-Tenant who desires to sub-sublease their Hangar to another person would then be deemed to be providing an "Aeronautical Service" and would be deemed a "Business" pursuant to the Airport Rules and therefore must comply with the requirements of the Laws applicable to a Business. In addition to satisfying other requirements, Section 1.A of the Minimum Standards provides that such a Business must meet the Minimum Standards and the execution of a written Lease or Permit. Section II.B1 of the Minimum Standards requires that no such Business can use the Airport which has not first obtained the consent and required approval in the form of a lease as may be required by the County, and such lease must include specific clauses.

The County hereby permits the sublease or assignment of a Tenant's interest in a Prime Lease. In addition, County hereby permits Sub-Sublease of the Hangar for the purposes of aircraft storage only, subject to the following requirements:

1. Pursuant to Sections I.A., II.B.1, and II.D.11 of the Minimum Standards and subject to prior approval of Tenant, the instrument creating the sublease, sub-sublease or assignment (the "**Agreement**") must be in writing, executed by all parties and a true and complete copy of the Agreement must be provided to the Airport Manager, together with any contact information for the parties to the extent not incorporated in the Agreement and the Agreement shall, at a minimum, satisfy the following requirements:
 - A. Any such Agreement must incorporate either specifically, or by reference to the Prime Lease and/or Sublease, the requirements as set forth in Section II.F.5 of the Minimum Standards, which include by way of illustration, and not limitation, language regarding subordination, emergency leasing to the United States of America and nondiscrimination.
 - B. Any such Agreement must incorporate either specifically, or by reference to the Prime Lease and/or Sublease, the obligation of the parties to comply with, and not permit any violation of, the Minimum Standards, Airport Rules, Operating Procedures, or other laws.
 - C. Any such Agreement must incorporate either specifically, or by reference to the Prime Lease and/or Sublease, the obligation of Hangar Tenant, Hangar Sub-Tenant, and Hangar Sub-Sub-Tenant to indemnify and hold

harmless County and Tenant for any acts or omissions of Hangar Tenant and Hangar Sub-Tenant or Hangar Sub-Sub-Tenant and their respective agent, employees, invitees, or contractors. Pursuant to Section I.E.1 of the Airport Rules, any person causing any damage on Airport property shall pay the County or Tenant on demand the full cost of repairs to the damaged property.

D. Such Agreement must contain such other terms and provisions as may be required under applicable Laws and must be otherwise satisfactory to the Airport Manager and County Attorney.

2. The Hangar Sub-Tenants Sub-Sub Leasing of the Hangar will be deemed to have now engaged in a Business. Without limiting the insurance requirements as may be required by a Sublease or required by any Laws, the Hangar Sub-Tenant must provide evidence of insurance meeting Section IV.4 of the Minimum Standards, including: (i) General Liability Insurance of at least \$1,000,000 for each occurrence for bodily injury and property damage; \$1,000,000 for each incident for personal injury; \$1,000,000 general aggregate; and \$1,000,000 Products and Completed Operations Insurance; (ii) Automobile liability insurance if the Business has an automobile on the airport property of at least \$1,000,000; and (iii) Hangar-keepers insurance with a minimum of \$1,000,000 for each occurrence. Pursuant to Section IV.2 of the Minimum Standards, each such policy must require the insurer to provide the County 45 days prior written notice of termination or cancellation. Pursuant to Section IV.4.e. of the Minimum Standards and the requirements of the Prime Lease and Sublease the County and Tenant must be named as an additional insured of such policy.

THIS NOTICE IS INTENDED TO JUST SET FORTH THE COUNTY'S CURRENT REQUIREMENTS WITH RESPECT TO THE SUB-LEASING, SUB-SUB-LEASING, OR ASSIGNMENT OF AIRCRAFT STORAGE HANGARS. NOTHING IN THIS NOTICE SHOULD BE CONSTRUED AS AMENDING THE TERMS OF THE SUBLEASE AGREEMENT WHICH IS A SEPARATE AGREEMENT BETWEEN THE TENANT AND THE HANGAR SUB-TENANT. A SUBLEASE OR SUB-SUBLEASE AGREEMENT MAY HAVE ADDITIONAL CONDITIONS WHICH A HANGAR SUBTENANT MUST SATISFY BEFORE THE HANGAR SUBTENANT CAN SUB-SUBLEASE OR ASSIGN THEIR LEASEHOLD INTEREST IN THE HANGAR, INCLUDING BUT NOT LIMITED TO, OBTAINING THE PRIOR APPROVAL OF THE TENANT AND NOTHING HEREIN SHOULD BE CONSTRUED AS WAIVING THOSE REQUIREMENTS.