

DEVILS LAKE MUNICIPAL AIRPORT  
AERIAL APPLICATOR OPERATING PERMIT

PURPOSE

In order for all aerial applicators who use the Devils Lake Municipal Airport to operate under the same rules and procedures, the Devils Lake Municipal Airport Authority, herein referred to as Airport Authority, has found it desirable and necessary to prescribe conditions under which persons can use the facility for conducting agricultural aerial application.

PERMIT

Anyone commencing or carrying on the aeronautical activity of aerial crop dusting and aerial spraying on the Devils Lake Municipal Airport "Knoke Field" shall receive a permit from the Devils Lake Municipal Airport Authority. This permit specifies the Airport area to be used as the agricultural loading area. At no time will chemical loading or unloading be permitted on any paved area under the control of the Airport Authority. This is not to affect leased areas on the Airport. Any FBO hiring outside help with crop spraying must notify and obtain permission from the Airport Manager and provide proof of insurance as is required by the Airport Authority.

REQUIREMENTS

Aerial applicators having received a permit shall accomplish the following:

- (a) Provide suitable and safe storage and containment of noxious chemical materials, including a suitable and safe area for the loading and unloading of such noxious chemical materials. Such suitable and safe areas shall not be in any public landing or public use area at the Devils Lake Municipal Airport.
- (b) 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 force and provide indemnification from any damages resulting from any chemical spillage or runoff created by the ag-operator or

any violations of EPA or ND State Health Department regulations, or any other state or federal agency rules and regulations which may apply.

- (c) Provide the continuing ability to meet certification requirements of the Federal Aviation Administration and any pertinent state or local authorities to conduct the aerial crop dusting and aerial spraying proposed or to be carried on.
- (d) Permittee shall utilize proper equipment for transferring liquids and chemicals to the aircraft. No permanent structures will be associated with such area on the Airport without due permission from the Airport Authority; however, 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 empty containers shall be removed from the working area daily and stored in a separate area in a neat and orderly manner. Permittee 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. Permittee shall be responsible for the disposal or re-use of hazardous materials he generates in accordance with all federal, state and local laws.
- No Storage of pesticide barrels 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, and must be disposed of at the end of the spray season. All loading equipment shall be equipped in a manner which permits loading of the aircraft to occur with a minimum of exposure to open pesticide 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 pesticides to the surrounding Airport environment. Permittee shall maintain a supply of approved absorbent materials to be used in the event of a spray liquid spill. All spills shall be confined and cleaned up

- immediately in order to minimize the potential for contaminating the soils surrounding the loading/mixing area. Permittee shall also immediately notify the Airport Manager of any spray liquid spills occurring on Airport property.
- (e) Permittee shall, at its own expense, at all times during the term of this agreement, maintain in force a policy or policies of liability insurance written by one or more responsible insurance carriers approved by the Airport Authority, which will insure the Airport Authority against liability for injury to or death of persons or loss or damage to property occurring upon Airport property while the parties named in this permit are engaging in acts covered by this permit. The liability under such insurance shall not be no less than Five Hundred Thousand Dollars (\$500,000) for any one person killed or injured, One Million Dollars (\$1,000,000) for any one accident and Five Hundred Thousand Dollars (\$500,000) for property damage. Permittee herein releases the Devils Lake Airport Authority, City of Devils Lake, Airport Manager and all other employees from any liability that may be incurred by permittee's actions and operation.
  - (f) Permittee will comply with all rules and regulations of the FAA and laws of the United States, and the State of North Dakota, and rules and regulations of the North Dakota Aeronautics Commission and conform to the requirements of the Devils Lake Municipal Airport "Knoke Field" Operations Manual and corresponding ordinances as they concern the operation of the business carried on by the Permittee on the designated area. Permittee shall also comply with all rules set out in the Airport's Storm Water Prevention Plan (SWPP). Copies of the Airport Operations Manual, SWPP and rules and regulations are available from the Airport Manager for review by the Permittee.
  - (g) Permittee shall provide all hoses, wrenches, and valves for use on water hydrants and shall install, at Permittee's expense, a device to prevent backflow of water or spray liquids into the hydrant and water systems.
  - (h) Devils Lake Municipal Airport Authority reserves the right to cancel this agreement at any time upon a finding of non-compliance by the Airport

Authority. At such cancellation, the Permittee shall be required to remove offending property, and if not so removed within a reasonable time designated by the Airport Authority, the Airport Authority shall cause the same to be removed. The Airport Manager reserves the right to fine violators of this agreement in accordance with the applicable ordinances governing the Airport.

- (i) Permittee shall notify the Airport Manager of all aircraft that will be operating on behalf of permittee. This notification shall be accomplished using the attached form “Aerial Applicator Aircraft List”, any aircraft using the Devils Lake Airport without being included on the “Aerial Applicator Aircraft List” are subject to the fees set in the City of Devils Lake Ordinances.

#### FEES

All designated Airport tenants are allowed to have a maximum of two aerial application aircraft flying for them so long as the aircraft are based on the field and are not regarded as “transient” aircraft. All transient aerial applicators and tenants in excess of two aerial application aircraft are subject to a fee of five hundred (\$500.00) dollars per two additional aerial aircraft.

#### ENFORCEMENT

The Airport Manager shall have the power and duty to enforce the rules and regulations set forth in this agreement and the City of Devils Lake Ordinances, subject, however, to the requirement that he report any action taken under this provision to the Devils Lake Municipal Airport Authority as soon as possible at its next scheduled meeting or such special meeting as duly called. In addition, his duties shall include, but not limited to, the authority to collect fees from operators as prescribed by these standards and city ordinances and to designate appropriate areas for the conducting of aerial operations on the Airport.

#### LOCATION

The designated location for loading of Aerial Application Aircraft shall be

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(DIAGRAM MUST BE INCLUDED WITH THIS DOCUMENT TO BE VALID)



\_\_\_\_\_, Permittee

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF NORTH DAKOTA )

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COUNTY OF RAMSEY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a notary public within and for the said county and state, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_, party of the second part, identified herein in Permittee, and who executed the above and foregoing instrument, and who acknowledged to me that he had the authority to execute the same on behalf of \_\_\_\_\_ in the capacity set forth herein.

\_\_\_\_\_  
Notary Public  
Ramsey County, North Dakota  
My Commission Expires: \_\_\_\_\_

# Aerial Applicator Aircraft List

Permittee: \_\_\_\_\_

Date: \_\_\_\_\_

1	N-Number	Aircraft Description	Registered Owner	Location Based
2				
3				
4				
5				
6				

I acknowledge that the aircraft listed above are owned and operated by the said parties and that all information herein is true and accurate. I will not allow the operation of transient aircraft, without an authorized Aerial Applicators Permit, on my leased property. I also agree that I will operate in accordance with the Devils Lake Airport Operating Procedures. I understand that this document is living and that I am obligated to report any changes in this document to the Airport Manager.

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_