



RE: RCM Skyhaven Part 13 Complaint

Muder, Angela (FAA) <Angela.Muder@faa.gov>

Tue, Jan 14, 2025 at 4:31 PM

To: "Jones, Michael G." <mgjones@martinpringle.com>

Cc: "Walter, Amy (FAA)" <Amy.Walter@faa.gov>, "Joel, Rodney (FAA)" <rodney.joel@faa.gov>, [REDACTED]

Mr. Jones,

Attached are our notes for two versions we've received of the Airport License Agreement (August 2024 agreement given to [REDACTED] & the agreement included in the November 12, 2024 response from RCM/UCM attorney) and the Commercial Operations Vendor Agreement.

We would also like to address again the application of the Commercial Operations Vendor Agreement. As we discussed on our call Monday, January 13, 2025 and as stated in the January 2, 2025 response from Michael Jones (below) –

"Businesses and business owners who propose to operate a commercial business at the airport will be expected to comply with the updated and combined Rules and Regulations, and their as-executed License Agreement and Vendor Agreement. We wish to again emphasize that the formal agreements being discussed are for businesses and business owners who wish to have a dedicated physical presence at the airport, which by its nature restricts use by others. Independent commercial flight instruction and chartered flights happen nearly every day at Skyhaven, using RCM runways, pilot space in the terminal, etc, and no written agreement is required by RCM for such commercial operations. However, when an individual wishes to use a physical space for the operation of their business to the exclusion of or with potential impact on others, an agreement is reasonably required. If a licensee has a license for use of a physical space for one purpose, but is desiring to use it for another, a separate agreement is reasonably required. To date, UCM has had no knowledge of commercial aeronautical business operating a shop of any kind inside a licensed hangar."

we would like to see this policy/stance clearly spelled out in the "Rules" document. We have received several reports that employees and/or students of UCM are conducting, what appears to be, commercial activities using UCM facilities and equipment "after hours". The "Rules" adopted by RCM must apply to all users of the airport. Without uniform and consistent application, Grant Assurance 23. Exclusive Rights may be violated. It is imperative that UCM operates RCM in accordance with all of the grant assurances, policies, and regulations agreed to with the Federal government. We are concerned how this practice could be implemented without becoming a Grant Assurance 23 Exclusive Rights violation.

Additionally, after reviewing the Flying Club Maintenance Agreement provided to Mr. [REDACTED] (I have only reviewed the document that appears to be the most recent) dated December 20, 2024. Does RCM plan to adopt this separate Flying Club Maintenance Agreement or simply include policy in the "Rules". We have cited the section of 5190.6B Change 4 on the attached Flying Club Maintenance agreement regarding flying clubs. If there will be a separate agreement for flying clubs, all of the citations we noted can be found in my notes in the attached License Agreement and the Commercial Vendor agreement will need to be incorporated into the Flying Club Maintenance Agreement per the grant assurances. We are uncertain why RCM is willing to allow a Flying Club to perform aircraft maintenance as stated in the Flying Club Maintenance Agreement - section 2) *The A&P / IA Mechanic(s) who are members of the Flying Club may, in a hangar licensed by the Flying Club or space approved by UCM, perform maintenance on aircraft owned or leased by the Flying Club. This allowance is restricted for all other users/licensees to perform maintenance in their licenses hangars with an*

A&P/IA Mechanic due to safety concerns. This contradiction in hangar use and licensee agreements appears to be a violation of Grant Assurance 23. Exclusive Rights.

We have not reviewed the Maintenance Hangar Agreement. If RCM wishes to continue with the use of multiple agreements, each agreements must follow the same citations as the License and Commercial Operations Vendor Agreements in accordance with the grant assurances.

We caution the appearance of the imposition of unreasonable standards or requirements on commercial activities that appear to be presented in the "Rules" and various agreements with RCM. Again, this would be a violation of Grant Assurance 23. Exclusive Rights. Per 5190.6B Change 4 – *"An exclusive right is defined as a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right may be conferred either by express agreement, by imposition of unreasonable standards or requirements or by other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights would be an exclusive right. The prohibition on exclusive rights extends to all aeronautical activities."*

Please also add to our notes we sent January 13, 2025 regarding the "Rules" document under section **2-2.D REFUSAL OF AIRPORT USE -**

FAA ORDER 5190.6B – CHANGE 4

14.3. Restricting Aeronautical Activities. While the airport sponsor must allow use of its airport by all types, kinds, and classes of aeronautical activity, as well as by the general public, [Grant Assurance 22, Economic Nondiscrimination](#), also provides for a limited exception: "the airport sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is reasonable and necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public."

Any restriction proposed by an airport sponsor based upon safety and efficiency, including those proposed under [Grant Assurance 22\(i\)](#) must be adequately justified and supported. [Grant Assurance 22, Economic Nondiscrimination](#). Prohibitions and limits are within the sponsor's proprietary power only to the extent that they are consistent with the sponsor's obligations to provide access to the airport on reasonable and not unjustly discriminatory terms and other applicable federal law. 2 If a proposed aeronautical activity cannot be safely accommodated based on FAA's Flight Standards Service (Flight Standards) review, ARP will make a determination that the activity may be restricted or prohibited without violating

Working in conjunction with Flight Standards and/or the Air Traffic Organization, ARP will carefully analyze supporting data and documentation and make the final call on whether a particular activity can be conducted safely and efficiently at an airport and whether an access restriction is reasonable. The FAA determines all issues on Aviation Safety.

At federally obligated airports, ARP [Office of Airports], not the sponsor, is the authority to approve or disapprove aeronautical restrictions under Grant Assurance 22, Economic Nondiscrimination, based on safety and/or efficiency and the reasonableness of the restriction.

We plan to have the Part 13 complaint response finalized by the end of January 2025. We believe this is achievable if the "Rules" document is revised and resubmitted to us by the original due date of January 20, 2025. We would like for RCM to then address the various agreements, policies, and processes discussed in this email by Monday, January 27, 2025.

[Quoted text hidden]

4 attachments



August 2024 License Agreement [REDACTED].pdf
2438K



Airport License Agreement from 12 Nov 2024 email from UCM.pdf
162K



Commercial Operations Vendor Agreement 02 Jan 2025 response from UCM.pdf
145K



Flying Club Maintenance Agreement 12.20.24.pdf
106K