

Chapter 9 – FAA Compliance & Recycling and Solid Waste Management Plan



Part 1 – Introduction (FAA Compliance)

This chapter discusses the elements associated with the operation and management of Hermiston Municipal Airport, as a federally obligated airport. The Federal Aviation Administration (FAA) encourages airport sponsors to establish and implement programs that promote sound operating practices and ongoing compliance with regulatory requirements. The FAA currently recommends that compliance be addressed during the airport planning process through the review of airport plans and documents including: an approved Airport Layout Plan, Exhibit “A” Property Map, airport ordinance, zoning ordinances, rules and regulations, minimum standards, airport budgets, leases, easements, permits, and other documents.

Airport compliance review is ultimately the responsibility of the FAA and the findings in the Airport Master Plan represent a snapshot of the specific point in time when the plan was prepared. The review presented in this document is not all encompassing, and does not serve as a substitute for FAA’s ultimate oversight role.

City of Hermiston Compliance

The City of Hermiston maintains a high degree of control over the operation of Hermiston Municipal Airport. The City meets all applicable financial reporting and record keeping requirements. They employ a variety of “best practices” including: periodic review of market rates and fees, land appraisals, formal procurement and contracting practices, coordination with adjacent land owners (navigation easements), local government (land use planning, zoning), state government (airport overlay zoning, environmental agencies, etc.), and tribal government.

FAA Compliance Overview

A management program based on the FAA’s Planning for Compliance guidance and the adoption of additional airport management “best practices” is recommended to address FAA compliance requirements and avoid noncompliance, which could have significant consequences.

Airport management “best practices” are developed to provide timely information and guidance related to good management practices and safe airport operations for airport managers and sponsors. The practices outlined herein are designed for use by the City of Hermiston for evaluating and improving their current and future operation and management program.

Airport sponsors must comply with various federal obligations through agreements and/or property conveyances, outlined in **FAA Order 5190.6B**, Airport Compliance Manual. The contractual federal obligations a sponsor accepts when receiving federal grant funds or transfer of federal property can be found in a variety of documents including:

- Grant agreements issued under the Federal Airport Act of 1946, the Airport and Airway Development Act of 1970, and Airport Improvement Act of 1982. Included in these agreements are the requirement for airport sponsors to comply with:
 - Grant Assurances;
 - Advisory Circulars;
 - Application commitments;
 - FAR procedures and submittals; and
 - Special conditions.
- Surplus airport property instruments of transfer;
- Deeds of conveyance;
- Commitments in environmental documents prepared in accordance with FAA requirements; and
- Separate written requirements between a sponsor and the FAA.

Airport Compliance with Grant Assurances

As a recipient of both federal and state airport improvement grant funds, the City of Hermiston is contractually bound to various sponsor obligations referred to as “Grant Assurances”, developed by the FAA and the Oregon Department of Aviation (ODA). These obligations, presented in detail in federal and state grants and state statute and administrative codes, document the commitments made by the airport sponsor to fulfill the intent of the grantor (FAA and State of Oregon) required when accepting federal and/or state funding for airport improvements. Failure to comply with the grant assurances may result in a finding of noncompliance and/or forfeiture of future funding. Grant assurances and their associated requirements are intended to protect the significant investment made by the FAA, State, and City to

preserve and maintain the nation's airports as a valuable national transportation asset, as mandated by Congress.

FAA GRANT ASSURANCES

The FAA's Airport Compliance Program defines the interpretation, administration, and oversight of federal sponsor obligations contained in grant assurances. The Airport Compliance Manual defines policies and procedures for the Airport Compliance Program. Although it is not regulatory or controlling with regard to airport sponsor conduct, it establishes the policies and procedures for FAA personnel to follow in carrying out the FAA's responsibilities for ensuring compliance by the sponsor.

The Airport Compliance Manual states the FAA Airport Compliance Program is: "...designed to monitor and enforce obligations agreed to by airport sponsors in exchange for valuable benefits and rights granted by the United States in return for substantial direct grants of funds and for conveyances of federal property for airport purposes. The Airport Compliance Program is designed to protect the public interest in civil aviation. Grants and property conveyances are made in exchange for binding commitments (federal obligations) designed to ensure that the public interest in civil aviation will be served. The FAA bears the important responsibility of seeing that these commitments are met. This order addresses the types of commitments, how they apply to airports, and what FAA personnel are required to do to enforce them."

According to the FAA, cooperation between the FAA, state, and local agencies should result in an airport system with the following attributes:

- Airports should be safe and efficient, located at optimum sites, and be developed and maintained to appropriate standards;
- Airports should be operated efficiently both for aeronautical users and the government, relying primarily on user fees and placing minimal burden on the general revenues of the local, state, and federal governments;
- Airports should be flexible and expandable, able to meet increased demand and accommodate new aircraft types;
- Airports should be permanent, with assurance that they will remain open for aeronautical use over the long-term;
- Airports should be compatible with surrounding communities, maintaining a balance between the needs of aviation and the requirements of residents in neighboring areas;
- Airports should be developed in concert with improvements to the air traffic control system;
- The airport system should support national objectives for defense, emergency readiness, and postal delivery;

- The airport system should be extensive, providing as many people as possible with convenient access to air transportation, typically not more than 20 miles of travel to the nearest NPIAS airport; and
- The airport system should help air transportation contribute to a productive national economy and international competitiveness.

FAA Airport Improvement Program (AIP) grant assurances are summarized and categorized in **Table 9-1**. While sponsors should understand and comply with all grant assurances, there are several assurances that are common and recurring issues for airport sponsors throughout the country. These are summarized in more detail below. A complete description of current AIP grant assurances is provided in **Appendix E**. It is important to note that the assurances (and corresponding numbers) are applied to non-airport sponsors undertaking noise compatibility program projects and planning agency sponsors. These can also be found in the AIP under grant assurances.

TABLE 9-1: SUMMARY OF FAA AIP GRANT ASSURANCES (AIRPORT SPONSOR ASSURANCES)

| Grant Assurance No. | General Airport | Project Planning / Design & Contracting | Airport Operations and Land Use | Day to Day Airport Management | Project Construction | Leases & Financial | Other |
|---------------------------------------------------------------|-----------------|-----------------------------------------|---------------------------------|-------------------------------|----------------------|--------------------|-------|
| 1. General Federal Requirements | | | | | | | |
| 2. Responsibility and Authority of the Sponsor | | | | | | | |
| 3. Sponsor Fund Availability | | | | | | | |
| 4. Good Title | | | | | | | |
| 5. Preserving Rights and Powers | | | | | | | |
| 6. Consistency with Local Plans | | | | | | | |
| 7. Consideration of Local Interest | | | | | | | |
| 8. Consultation with Users | | | | | | | |
| 9. Public Hearings | | | | | | | |
| 10. Metropolitan Planning Organization | | | | | | | |
| 11. Pavement Preventative Maintenance | | | | | | | |
| 12. Terminal Development Prerequisites | | | | | | | |
| 13. Accounting System, Audit, and Record Keeping Requirements | | | | | | | |
| 14. Minimum Wage Rates | | | | | | | |
| 15. Veteran's Preference | | | | | | | |
| 16. Conformity to Plans and Specifications | | | | | | | |
| 17. Construction Inspection and Approval | | | | | | | |
| 18. Planning Projects | | | | | | | |
| 19. Operations and Maintenance | | | | | | | |
| 20. Hazard Removal and Mitigation | | | | | | | |
| 21. Compatible Land Use | | | | | | | |
| 22. Economic Nondiscrimination | | | | | | | |
| 23. Exclusive Rights | | | | | | | |
| 24. Fee and Rental Structure | | | | | | | |
| 25. Airport Revenues | | | | | | | |

**HERMISTON MUNICIPAL AIRPORT
AIRPORT MASTER PLAN**



| Grant Assurance No. | General Airport | Project Planning / Design & Contracting | Airport Operations and Land Use | Day to Day Airport Management | Project Construction | Leases & Financial | Other |
|----------------------------------------------|-----------------|-----------------------------------------|---------------------------------|-------------------------------|----------------------|--------------------|-------|
| 26. Reports and Inspections | | | | | | | |
| 27. Use by Government Aircraft | | | | | | | |
| 28. Land for Federal Facilities | | | | | | | |
| 29. Airport Layout Plans | | | | | | | |
| 30. Civil Rights | | | | | | | |
| 31. Disposal of Land | | | | | | | |
| 32. Engineering and Design Services | | | | | | | |
| 33. Foreign Market Restrictions | | | | | | | |
| 34. Policies, Standards and Specifications | | | | | | | |
| 35. Relocation and Real Property Acquisition | | | | | | | |
| 36. Access by Intercity Bus | | | | | | | |
| 37. Disadvantaged Business Enterprises | | | | | | | |
| 38. Hangar Construction | | | | | | | |
| 39. Competitive Access | | | | | | | |

As the airport sponsor, the City of Hermiston is responsible for the direct control and operation of Hermiston Municipal Airport. Familiarity with, proper monitoring and implementation of sponsor obligations and FAA grant assurances, is key to maintaining compliance. The Airport Compliance Manual and ongoing communication with the [FAA Northwest Mountain Region Compliance Office](#) are both excellent resources for the airport sponsor when addressing policy and compliance.

DURATION

The terms, conditions, and assurance of a grant agreement with the FAA remain in effect for the useful life of a development project, which is typically 20 years from the receipt of the last grant. However, terms, conditions, and assurances associated with land purchased with federal funds do not expire.

The airport sponsor should have a clear understanding of and comply with all assurances. The following sections describe the selected assurances in more detail.

PROJECT PLANNING, DESIGN, AND CONTRACTING

Sponsor Fund Availability (Assurance #3)

Once a grant is given to an airport sponsor, the receiving sponsor commits to providing the funding to cover their portion of the total project cost. Currently this amount is ten percent of the total eligible project cost, although it may be higher depending on the particular project components or makeup. Once the project has been completed, the receiving airport also commits to having adequate funds to maintain and operate the airport in the appropriate manner to protect the investment in accordance with the terms of the assurances attached to and made a part of the grant agreement.

Consistency with Local Plans (Assurance #6)

All projects must be consistent with city and county comprehensive plans, transportation plans, zoning ordinances, development codes, and hazard mitigation plans. The airport sponsor and planners should familiarize themselves with local planning documents before a project is considered to ensure that all projects follow local plans and ordinances.

In addition to understanding local plans, airport sponsors should be proactive in order to prevent noncompliance with this assurance. The airport sponsor should assist in the development of local plans that incorporate the airport and consider its unique aviation related needs. Sponsor efforts should include the development of goals, policies, and implementation strategies to protect the airport as part of local plans and ordinances.

Accounting System Audit and Record Keeping (Assurance #13)

All project accounts and records must be made available at any time. Records should include documentation of cost, how monies were actually spent, funds paid by other sources, and any other financial records associated with the project at hand. Any books, records, documents, or papers that pertain to the project should be available at all times for an audit or examination.

GENERAL AIRPORT ASSURANCES

Good title (Assurance #4)

The airport owner must have a Good Title to affected property when considering projects associated with land, building, or equipment. Good Title means the sponsor can show complete ownership of the property without any legal questions, or show it will soon be acquired.

Preserving Rights and Powers (Assurance #5)

No actions are allowed, which might take away any rights or powers from the sponsor, which are necessary for the sponsor to perform or fulfill any condition set forth by the assurance included as part of the grant agreement. If there is an action taken or activity permitted that might hinder any of those rights or powers it should be discontinued. An example of an action that can adversely affect the rights and powers, of the airport is a Through-the-Fence (TTF) activity. TTF activities allow access to airport facilities from off-airport users. In many instances, the airport sponsor cannot control the activities of those operating off the airport resulting in less sponsor control. This loss of control can potentially have an adverse impact on airport users. For example, TTF operators may not pay the same rates and charges as on-airport users, resulting in an unfair competitive advantage for business and users located off-airport.

Airport Layout Plan (ALP) (Assurance #29)

The airport should at all times keep an up-to-date ALP, which should include current and future boundaries, facilities/structures, locations of non-aviation areas, and existing improvements. No changes should be made at the airport to hinder the safety of operations; also no changes should be made to the airport that is not in conformity with the ALP. Any changes of this nature could adversely affect the safety, utility, or efficiency of the airport. If any changes are made to the airport without authorization the alteration must be changed back to the original condition or the airport will have to bear all cost associated with moving or changing the alteration to an acceptable design or location. Additionally, no federal participation will occur for improvement projects not shown on an approved ALP.

Disposal of Land (Assurance #31)

Land purchased with the financial participation of an FAA Grant cannot be sold or disposed of by the airport sponsor at their sole discretion. Disposal of such lands are subject to FAA approval and a definitive process established by the FAA. If airport land is no longer considered necessary for airport purposes, and the sale is authorized by the FAA, the land must be sold at fair market value. Proceeds from the sale of the land must either be repaid to the FAA, or reinvested in another eligible airport improvement, or noise compatibility project. Land disposal requirements typically arise when a community is building a new

airport and the land on which the airport was located is sold with the proceeds used to offset costs of the new airport. In general, land purchased with FAA funds is rarely sold by a sponsor.

AIRPORT OPERATIONS AND LAND USE

Pavement Preventative Maintenance (Assurance #11)

Since January 1995, the FAA has mandated that it will only give a grant for airport pavement replacement or reconstruction projects if an effective airport pavement maintenance-management program is in place. The program should identify the maintenance of all pavements funded with federal financial assistance. The report provides a pavement condition index (PCI) rating (0 to 100) for various sections of aprons, runways, and taxiways; including, a score for overall airport pavements.

Operations and Maintenance (Assurance #19)

All federally funded airport facilities must operate at all times in a safe and serviceable manner. The airport sponsor should not allow for any activities that inhibit or prevent this. The airport sponsor must always promptly mark and light any hazards on the airport, and promptly issue Notices to Airmen (NOTAMs) to advise of any conditions that could affect safe aeronautical use. Exceptions to this assurance include when temporary weather conditions make it unreasonable to maintain the airport. Further, this assurance does not require the airport sponsor to repair conditions that have happened because of a situation beyond the control of the sponsor.

Compatible Land Use (Assurance #21)

Land uses around an airport should be planned and implemented in a manner that ensures surrounding development and activities are compatible with the airport. To ensure compatibility, the sponsor is expected to take appropriate action, to the extent reasonable, including the adoption of zoning laws to guide land use in the vicinity of airports under their jurisdiction. Incompatible land uses around airports represents one of the greatest threats to the future viability of airports.

DAY-TO-DAY AIRPORT MANAGEMENT

Economic Non-Discrimination (Assurance #22)

Any reasonable aeronautical activity offering service to the public should be permitted to operate at the airport as long as the activity complies with airport established standards for that activity. Any contractor agreement made with the airport will have provisions making certain the person, firm, or corporation will not be discriminatory when it comes to services rendered including rates or prices charged to customers. Provisions include:

- All FBOs on the airport should be subject to the same rate fees, rentals, and other charges;
- All persons, firms, or corporations operating aircraft can work on their own aircraft with their own employees;
- If the airport sponsor at any time exercises the rights and privileges of this assurance they will be under all of the same conditions as any other airport user would be; and
- The sponsor can establish fair conditions that need to be met by all airport users to make the airport safer and more efficient.

The sponsor can prohibit any type, kind, or class of aeronautical activity if it is for the safety of the airport. An example of an activity that may be considered for prohibition is sky diving. It is important to point out that the FAA will review such prohibitions and will make the final determination as to whether or not a particular activity type is deemed unsafe at the airport based on current operational dynamics.

Exclusive Rights (Assurance #23)

Exclusive rights at an airport are often a complicated subject usually specific to individual airport situations. The assurance states the sponsor “will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public...” However, there are exceptions to this rule. If the airport sponsor can prove that permitting a similar business would be unreasonably costly, impractical, or result in a safety concern, the sponsor may consider granting an exclusive right. To deny a business opportunity because of safety, the sponsor must demonstrate how that particular business will compromise safety at the airport. Exclusive rights are very often found in airport relationships with fixed base operators (FBO). However, exclusive rights can also be established with any other business at the airport, which could assist in the operation of an aircraft at the airport. If an unapproved exclusive rights agreement exists, it must be dissolved before a future federal grant can be awarded to the airport.

If a sponsor is contemplating denial of a business use at the airport, it is strongly encouraged that they contact their FAA Airport Districts Office (ADO) in order to ensure they have all necessary information and that denial of access is not going to be seen as unjust discrimination. For more in depth information on exclusive rights reference Advisory Circular 150/5190-6, "Exclusive Rights at Federally Obligated Airports."

LEASES AND FINANCES

Fee and Rental Structure (Assurance #24)

Simply put, the fee and rental structure at the airport must be implemented with the goal of generating enough revenue from airport related fees and rents to become self-sufficient in funding day to day operational needs. The airport sponsor should routinely monitor its fee and rental structure to ensure reasonable fees are being charged to meet this goal. Common fees charged by airports include fuel flowage, tie-down, landing fees, and hangar rent.

Airport Revenue (Assurance #25)

All airport revenue and local taxes on aviation fuel should be used toward the operating costs of the airport, the local airport system, or other local facilities that are owned by the same owner of the airport, which will directly affect air transportation passengers, property, or for noise mitigation on or off airport property. In other words, revenue generated by airport activities must be used to support the continued operation and maintenance of the airport. Use of airport revenue to support or subsidize non-aviation activities or functions of the sponsor is not allowed and is considered revenue diversion. Revenue diversion is a significant compliance issue subject to cause scrutiny by the FAA.

Other FAA Compliance Requirements

THROUGH-THE-FENCE AGREEMENTS (TTF)

According to Advisory Circular 150/6190-7, Minimum Standards for Commercial Aeronautical Activities, the FAA defines through-the-fence as “those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operations offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.” The FAA discourages through-the-fence access since it can create a problem for the airport sponsor to control aviation activities on and around the airport, and create economic discrimination.

Hermiston Municipal Airport does not have any existing TTF agreements in place.

FEDERAL REQUIREMENTS AND POLICIES

“On March 14, 2011, FAA amended Grant Assurance 5, Preserving Rights and Powers, to prohibit new residential through-the-fence access arrangements and published an interim policy to address existing residential through-the-fence access.”

On February 14, 2012, the FAA Modernization and Reform Act was signed into law (P.L. 112-95). “Section 136 of this law permits general aviation airport sponsors, as defined in the statute, to enter into residential through-the-fence agreements with property owners or associations representing property owners. This must be a written agreement that requires the property owner to:¹

- Pay access charges that the sponsor determines to be comparable to those fees charged to tenants and operators on-airport making similar use of the airport;
- Bear the cost of building and maintaining the infrastructure the airport sponsor determines is necessary to provide access to the airfield from property located adjacent to or near the airport;
- Maintain the property for residential, noncommercial use for the duration of the agreement;
- Prohibit access to the airport from other properties through the property of the property owner; and
- Prohibit any aircraft refueling from occurring on the property.

Mixed-Use Properties: The FAA recognizes that some existing residential through-the-fence agreements permit the co-location of homes and aeronautical businesses (mixed-use properties). In these cases, FAA will require airport sponsors to execute two separate agreements with the homeowner. One agreement must address the duration, rights, and limitations of the homeowner’s residential through-the-fence access, and the second agreement must be consistent with FAA’s current policies on commercial through-the-fence activities and ensure the off-airport business does not result in unjust economic discrimination for on-airport aeronautical service providers.

Authorized Access: Section 136 states “residential property owners must prohibit access to the airport from other properties through the property of the property owner. The FAA interprets this as a prohibition on unauthorized access to the airport; this condition does not necessarily prescribe a scenario in which all residential through-the-fence users must have their own dedicated access point to enter the airport. Compliance with this condition will require that access agreements stipulate that residential through-the-fence access agreement holders are prohibited from permitting unauthorized users (any individual not a

¹ FAA Compliance Guidance Letter 2013-01-FAA Review of Existing and Proposed Residential Through-the-Fence Access Agreements (July 16, 2013)

party to an access agreement with the airport sponsor) to pass through or ‘piggy back’ on their access in order to enter the airport. The FAA expects airport sponsors to establish their own policies, restrictions, and/or requirements to be imposed on fly-in guests who taxi from the airport to visit off-airport residents.”

Potential residential Through-the-Fence impacts include violations to:²

- Grant Assurance 5, Rights and Powers by making it difficult for an airport sponsor to control airport access and use its property;
- Grant Assurance 19, Operations and Maintenance by limiting a sponsor’s ability to ensure safe airport operations;
- Grant Assurance 21, Compatible Land Use by weakening a sponsor’s ability to address incompatible land uses;
- Grant Assurance 22, Economic Nondiscrimination by creating unjustly discriminatory conditions for tenants on the airport;
- Grant Assurance 23, Exclusive Rights by granting an exclusive right; and
- Grant Assurance 24, Fee and Rental Structure by affecting a sponsor’s ability to be self-sustaining.

The FAA may consider the following for issues of noncompliance:

- Decline to invest discretionary AIP funds at the airport;
- Place the airport into pending non-compliance status;
- Issue a formal finding of non-compliance, preventing the airport sponsor from receiving entitlement or discretionary AIP funds; and
- Remove the airport from the NPIAS System.

CONCLUSION

The airport sponsor is obligated to report to the FAA Airports Division any existing arrangements that grant access to the airport from off-airport areas, including a description of the circumstances. It is then up to the Regional Airports Division to determine if the agreement is accepted or in violation of federal regulations.

²FAA Compliance Updates by Steve Engebrecht (September 23, 2014)
(http://www.faa.gov/airports/airport_compliance/residential_through_the_fence/)

OTHER FEDERAL CONTRACTING AND PROCUREMENT DOCUMENTS

When an airport sponsor accepts an FAA AIP grant, they agree to adhere to all applicable federal contracting and procurement requirements. Adherence to advisory circulars is required for use in AIP funded projects. Included in each grant request is a federal funding checklist that identifies the requirements an airport should consider before accepting the grant. The following items are noted in the checklist:

- ALPs should be up to date;
- Exhibit A Property Map may need to be updated if acquiring additional property;
- Land Inventory may need to be updated if land has been recently acquired with federal assistance;
- Airports must hold good title to the airport landing area;
- Appropriate signage and markings must be in place;
- Runway Protection Zones and approach surface deficiencies must be identified and steps to address deficiencies must be noted;
- Runway Safety Areas must meet FAA standards if planning a runway project;
- Disadvantaged Business Enterprise program goals must be met on projects of more than \$250,000;
- Procedures should be in place to handle bid protests;
- Open AIP grant projects need to be identified;
- Project closeout forms must be submitted within 90 days of work completion;
- A “Certification of Economic Justification” must be included for routine pavement maintenance projects;
- A “Revenue Generating Facility Eligibility Evaluation” must be completed for hangar construction or fueling facilities;
- A “Reimbursable Agreement” and “Non-Fed Coordination” must be completed for navigational aid projects; and
- A “Relocation Plan” must be completed if a project requires residences or businesses to be relocated.

SPECIAL CONDITIONS

In addition to the standard grant assurances discussed above, the state or the FAA may require “Special Conditions” to individual grants, which supplement or expand the standard grant assurances. Special Conditions are unique to an individual airport and can be project or administrative in nature. Airport sponsors need to be aware of such conditions that may be applied to their airport.

MULTI-JURISDICTIONAL CHALLENGES

In some instances, airports are jointly owned and operated by more than one airport sponsor. In other instances, airports may be located within multiple jurisdictions. While the official airport sponsor is ultimately responsible for adherence with grant assurances, the actions, or inactions of surrounding jurisdictions may impact the airport sponsor’s ability in meeting its obligations. This is particularly true with land use compatibility issues around airports. As a result, it is important in either circumstance that all jurisdictions affected by the airport understand the operational needs and complexities of having an airport within its jurisdiction. Mutual agreements addressing airport operational or land use protection needs, or other cooperative measures are recommended by all jurisdictions to both protect the functionality of the airport and the safety and well-being of airport users and neighbors.

Part 2 – Introduction (Recycling and Solid Waste Management Plan)

The Recycling and Solid Waste Management Plan discusses the solid waste generation at the airport and what recycling options are available. The layout of this section is outlined below:

- Waste Audit;
- Recycling Feasibility;
- Plan to Minimize Solid Waste Generation;
- Waste Management Contracts;
- Potential for Cost Savings or Revenue Generation; and
- Future Development and Recommendations.

Waste Audit

A limited amount of waste is generated on site due to the size of Hermiston Municipal Airport. Specific sources of on-site waste include private hangars, aircraft maintenance hangars, fixed base operator building, and other tenants and businesses located on the airport. The respective tenants are individually responsible for waste generated by their operations. The City of Hermiston provides trash and recycling hauling service within the City of Hermiston and at the airport.

WASTE DISPOSAL

No state or federal requirements apply to the waste that is generated on the airport. Each individual tenant is responsible for disposal of their own waste and any hazardous materials as stipulated in their leases with the City of Hermiston. The city provides trash removal for the airport and tenants have individual contracts for waste and recycling hauling.

CONSTRUCTION WASTE

Construction waste is the responsibility of the contractor for each specific project on airport. At Hermiston Municipal Airport, the short-term projects where the pavement may be recycled include:

- Apron rehabilitation and reconfiguration; and
- Hangar apron taxilane rehabilitation.

Recycling Feasibility

Sanitary Disposal has two recycling centers in Hermiston including the Hermiston Recycling Center on Harper Road and the Sanitary Disposal Transfer Station on Highway 395. Table 9-2 includes the recyclable materials list for these facilities. Sanitary Disposal does not accept the following items included in Table 9-3. Some items including vehicle batteries and paint are disposable through other businesses in the city.

TABLE 9-2: RECYCLABLE ITEMS

| SANITARY DISPOSAL RECYCLING CENTERS | |
|----------------------------------------|------------------------------------|
| Cardboard | Motor Oil (5lbs or less) |
| Newspaper | Electronics (TVs, Computers, etc.) |
| Aluminum | Glass |
| Tin | Plastic |

TABLE 9-3: NON-RECYCLABLE ITEMS

| SANITARY DISPOSAL | |
|---------------------|---------------------------|
| Car Batteries | Aerosol Cans |
| Dry Cell Batteries | Household Cleaners |
| Engine Degreasers | Paints |
| Brake Fluid | Sealers / Solvents |
| Transmission Fluid | Rust Preventatives |
| Anti-freeze | Wood Preservatives |
| Radiator Cleaner | Insecticides / Pesticides |
| Kerosene / Gasoline | Herbicides |
| Propane Cylinders | Pool Chemicals |

Plan to Minimize Solid Waste Generation

The City of Hermiston does not have a Solid Waste and Recycling Plan. The city encourages recycling and provides information on the city website on the services provided by Sanitary Disposal.

There are limited opportunities to reduce solid waste generation at the airport, since little waste is produced. However, the airport should still establish a goal to reduce the amount of solid waste generated. While the airport is not responsible for waste generated by airport tenants, informational brochures on recycling opportunities could be distributed to all the airport tenants to encourage them to recycle their waste.

Waste Management Contracts

Hangar leases provided by the city were reviewed for information regarding waste and recycling. There is no language within these leases that discuss the tenant’s responsibility for waste and recycling disposal.

To promote additional recycling opportunities, language could be added to the hangar lease that encourages the tenant to use Sanitary Disposal and to be conscientious of any waste generated in their hangar.

Potential for Cost Savings or Revenue Generation

The potential for cost savings is limited since individual tenants are responsible for costs associated with solid waste disposal and recycling.

Revenue generation is also limited due to the small amount of waste generated. Any potential for additional revenue would accrue to the individual tenants since they contract with the waste disposal and recycling provider.

Future Development and Recommendations

FUTURE DEVELOPMENT

Future development projects at the airport include tenant improvements, landside and airside facility development, and rehabilitation projects. The demolition and waste associated with each of these projects would be the responsibility of the contractor performing the work. It is assumed that the demolition waste would be taken to the transfer station or landfill.

A periodic review of the airport's solid waste plan needs to be implemented to allow for any unforeseen future development.

RECOMMENDATIONS

Immediate

An immediate recommendation would be to continue with the existing practice of leaving airfield clippings. This practice saves money on disposal fees while preserving the aesthetics of the infield area and providing needed nutrients to the turf.

Short-Term

A short-term recommendation would be to add a statement into hangar leases advising tenants of the recycling options available through Sanitary Disposal and to encourage tenants to recycle and minimize waste. Additionally, informational brochures on recycling opportunities could be distributed to all of the hangar tenants to encourage them to recycle their waste.

Ongoing

An ongoing recommendation would be to reevaluate the airport's solid waste plan, especially after development has occurred. Any increase in hangars and additional businesses at the airport may increase the amount of waste generated.

Modifications to Specifications

Language in construction contract documents could be added that encourages contractors to recycle waste at the Sanitary Disposal and to minimize waste caused by construction activities as much as practical.