

**ONTARIO STANDARDS AND REQUIREMENTS
FOR
REGISTERED AIR OPERATORS**

REVISION #5

Effective August 31, 2016

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<https://www.ontario.ca/page/ontario-standards-and-requirements-registered-air-operators-revision-5>

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**HER MAJESTY THE QUEEN
in right of Ontario
as represented by the Minister of Natural Resources and Forestry**

**ONTARIO STANDARDS AND REQUIREMENTS
FOR REGISTERED AIR OPERATORS
REVISION #5**

Effective August 31, 2016

1.0 GENERAL PROVISIONS

1.1 DEFINITIONS

When used in The Standards the following words or expressions have the following meaning:

“Accountable Executive” means the person responsible for operations or activities authorized under an Air Operator certificate according to the Air Operator’s Company Operations Manual;

“*Aeronautics Act*” means the *Aeronautics Act* (R.S.C., 1985, c. A-2), as amended from time to time, which governs civil aviation in Canada;

“AFFES” means the Aviation, Forest Fire and Emergency Services Branch of the Provincial Services Division of the OMNRF;

“Agreement” means any agreement, standing offer, long term hire arrangement or other arrangement in writing (i) between Ontario and an Air Operator for the provision of Services by the Air Operator to or for Ontario or (ii) between Ontario and a Third Party Supplier for the provision of deliverables, including Services, by the Third Party Supplier to or for Ontario where such Services will be provided by an Air Operator as a subcontractor to such Third Party Supplier to or for Ontario, as applicable;

“Air Operator” means the holder of an air operator certificate issued by Transport Canada under Part VII of the CARs that authorizes the holder to operate a commercial air service and which may provide Services directly under its Agreement with Ontario or indirectly as a subcontractor to a Third Party Supplier which has an Agreement with Ontario for the provision of deliverables including Services;

“Airworthy” means in connection with an aeronautical product that the product is in a fit and safe state for flight and in conformity with its Type design;

“AME” means the holder of an aircraft maintenance engineer licence issued by Transport Canada;

“AMO” means an aircraft maintenance organization approved by Transport Canada;

“ASC” means the Aviation Services Centre of the Aviation Services group of the AFFES located at:

70 Foster Drive, Suite 400
Sault Ste Marie, Ontario
P6A 6V5

Telephone: (705) 945-5717
Fax: (705) 945-5908;

“ATPL” means an airline transport Pilot licence for aircraft over 12,500 pounds issued by Transport Canada;

“Automated Flight Following” means a software based system that automatically tracks the location, altitude, course and speed of aircraft, providing this information in real time to dispatchers, aviation managers and other system users;

“Aviation Accident” means a reportable aviation accident as described in the *Transportation Safety Board Regulations*;

“Aviation Occurrence” means a reportable aviation occurrence as described in the *Transportation Safety Board Regulations*;

“Aviation Safety Section” means the Aviation Safety Section of the Aviation Services group of the AFFES;

“Captain” means the Pilot assigned as "in-command" of an aircraft during flight;

“CARs” means the *Canadian Aviation Regulations*, as amended from time to time, which set out safety rules governing civil aviation in Canada made pursuant to *Aeronautics Act*;

“Chief Pilot” means the person approved by Transport Canada to fill the mandatory Chief Pilot position and who is responsible for the professional standards of flight crew for an Air Operator;

“Company Operations Manual” and “COM” mean a manual established by an Air Operator to define its operations, as amended from time to time and approved by Transport Canada;

“Crew Resource Management Training” means training intended to provide a greater awareness of the concepts and philosophies in interpersonal communication, leadership and decision making in the cockpit;

“Eligibility List” means the list compiled by the OMNRF, updated every three months, of registered Air Operators (by their legal name and registered office address) which the OMNRF has determined met all applicable requirements of

The Standards in connection with providing any Services that the Air Operators may wish to provide and are eligible for hire by Ontario to provide such Services;

“ELT” means emergency locator transmitter;

“First Officer” means the flight crew member assigned as the second-in-command of an aircraft during flight;

“Flight Following” means the monitoring of a flight's progress, the provision of such operational information as may be requested by the Pilot-In-Command of the flight and the notification of the applicable Air Operator and search-and-rescue authorities if the flight is overdue or missing;

“FM” means frequency modulation;

“Group I” means all aeroplanes when the IFR Flight test was conducted in a multi-engine aeroplane other than a center-thrust multi-engine aeroplane;

“Group III” means all single engine aeroplanes when the IFR Flight test was conducted in a single engine aeroplane;

“Group IV” means rotary wing aircraft when the IFR Flight test was conducted in a multi-engine rotary aircraft;

“IFR” means instrument flight rules used in flight without visual reference to the ground;

“IFR Flight” means a flight conducted in accordance with IFR;

“Indemnified Parties” means each of the following and their directors, officers, advisors, agents, appointees and employees: Her Majesty the Queen in right of Ontario and the members of the Executive Council of Ontario;

“Instrument Rating” means an endorsement of a Pilot's licence signifying that its holder may exercise the privileges of the licence under IFR;

“Long-Lining” means use of a single line normally greater than 50 feet in length attached to a helicopter for external load operations;

“Losses” means liabilities, costs, damages and expenses (including legal, expert and consulting fees);

“Night VFR” means flying at night under VFR;

“Off Airport Work” means planned flights which involve taking off and landing on unprepared sites or non-standard air strips;

“OMNRF” means Her Majesty The Queen in right of Ontario as represented by the Minister of Natural Resources and Forestry;

“Ontario” means Her Majesty The Queen in right of Ontario as represented by any of Her Ministers, including the Minister of Natural Resources and Forestry;

“Pilot” means a flight crew member authorized to operate the flight controls of an aircraft;

“Pilot Decision Making Training” means training intended to help Pilots make better decisions by introducing them to the concepts, principles and good practices of the decision-making process;

“Pilot-In-Command” and “PIC” mean the Pilot having responsibility and authority for the operation and safety of the aircraft during flight time;

“PCC” means Pilot competency check as described in the CARs;

“PPC” means Pilot proficiency check as described in the CARs;

“Proceeding” means any action, claim, demand, lawsuit or other proceeding;

“Ramp Inspection” means a ground inspection of an operational aircraft and flight crew conducted by Transport Canada personnel;

“Services” means any aviation services and flying operations provided or to be provided by an Air Operator directly or indirectly (as a subcontractor to a Third Party Supplier) to or for Ontario relating to resource management, air transportation or the OMNRF fire program;

“STC” means supplemental type certificate as defined in the CARs 101.01, as amended from time to time;

“Technical Standard Order” and “TSO” mean the minimum performance standard issued by the United States Federal Aviation Administration for specified materials, parts, processes and appliances used on civil aircraft;

“The Standards” means the ONTARIO STANDARDS AND REQUIREMENTS FOR REGISTERED AIR OPERATORS REVISION #5 Effective August 31, 2016, as amended by subsequent revision from time to time, issued by the OMNRF and available for downloading at the following Ontario Government website links:

<https://www.ontario.ca/page/ontario-standards-and-requirements-registered-air-operators-revision-5>

<https://www.ontario.ca/fr/page/normes-et-exigences-de-lontario-concernant-les-exploitants-aeriens-autorises-revision-5>

or such other website link(s) as the OMNRF may indicate in a notice;

“Third Party Supplier” means a legal entity which has entered into an Agreement with Ontario for the provision of deliverables, including Services, where such Services will be provided by an Air Operator as its subcontractor;

“Transportation of Dangerous Goods Act” means the *Transportation of Dangerous Goods Act* (S.C. 1992, c.34), as amended from time to time;

“Transportation of Dangerous Goods Regulations” means the *Transportation of Dangerous Goods Regulations* (SOR/2012-245), as amended from time to time, made pursuant to the *Transportation of Dangerous Goods Act*;

“Type” means a specific make and model of aircraft;

“Transportation Safety Board Regulations” means the *Transportation Safety Board Regulations* (SOR /92-446), as amended from time to time, made pursuant to the *Canadian Transportation Accident Investigation and Safety Board Act* (S.C. 1989, c.3);

“UTM” means the universal transverse mercator geographic coordinate system;

"Vertical Reference Operations" means placement or pick-up of a suspended external load from a helicopter requiring the Pilot to continuously maintain view of the suspended load vertically from the cockpit;

"VFR" means visual flight rules used in flight with visual reference to the ground;

"VFR FLIGHT" means a flight conducted in accordance with the VFR;

"VFR Over The Top" and "VFR OTT" mean a flight over the top of the cloud ceiling carried out under VFR;

"VHF" means very high frequency; and

"VHF AM" means very high frequency amplitude modulation used in aviation voice radios.

1.2 EXTENDED MEANINGS

- 1.2.1 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders, unless the context indicates otherwise.

1.3 ERRORS AND OMISSIONS

- 1.3.1 Any errors or omissions identified by an Air Operator in The Standards shall be brought to the attention of the ASC by the Air Operator as soon as possible.

1.4 SEVERABILITY OF THE STANDARDS

- 1.4.1 In the event that any provision, in whole or in part, of The Standards is declared invalid or unenforceable for any reason at any time by a court or tribunal with jurisdiction, the balance of The Standards shall survive and remain in force and effect.

1.5 APPLICABLE LAWS

- 1.5.1 The Standards shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2.0 FEDERAL LAWS AND REGULATIONS AND THE STANDARDS

2.1 FEDERAL LAWS AND REGULATIONS

- 2.1.1 Federal laws and regulations apply to the Services. It is understood and agreed by Air Operators that The Standards are not intended to detract, infringe or abrogate from the provisions of the *Aeronautics Act*, the rules or regulations promulgated pursuant thereto or any applicable directives, policies or procedures established and distributed by Transport Canada such as the Aeronautical Information Manual and Canada Air Pilot for use by the aviation community or the provisions or requirements of any aircraft manufacturer's manual approved by Transport Canada, as any of which may be amended from time to time.

2.2 COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

- 2.2.1 Air Operators shall comply and shall cause their representatives, subcontractors and agents to comply at all times in connection with providing any Services with the *Aeronautics Act*, the applicable rules and regulations promulgated pursuant thereto such as the CARs and all other applicable directives, policies and procedures established and distributed by Transport Canada for use in aviation, as amended from time to time.
- 2.2.2 Air Operators shall be responsible for all acts and omissions, negligent or otherwise, of their employees, representatives, subcontractors and agents, including without limitation any acts and omissions involving unlawful activity or violation of the legislation, rules, regulations, directives, policies or procedures referred to in Section 2.2.1.

2.3 COMPLIANCE WITH THE STANDARDS

- 2.3.1 Air Operators shall also comply and shall cause their representatives, subcontractors and agents to comply at all times in connection with providing any Services with all applicable requirements of The Standards.
- 2.3.2 Air Operators shall be responsible for all acts and omissions, negligent or otherwise, of their employees, representatives, subcontractors and agents, including without limitation any acts and omissions involving violation of any applicable requirement of The Standards.
- 2.3.3 In the event that an Air Operator or any of its representatives, subcontractors or agents fails at any time for any reason to comply with any applicable requirement of The Standards in connection with providing any Services, the OMNRF may

immediately remove the Air Operator from the Eligibility List in its sole and unfettered discretion on notice to the Air Operator and, in the case where the Air Operator is a subcontractor to a Third Party Supplier which is responsible for providing such Services, such Third Party Supplier and, notwithstanding anything to the contrary in any Agreement Ontario may immediately:

- a) terminate such Agreement, in whole or in part, on notice and without any liability of any kind whatsoever of Ontario to the Air Operator or such Third Party Supplier, as applicable, except that Ontario shall pay a reasonable amount to the Air Operator or such Third Party Supplier, as applicable, for any Services terminated which the Air Operator or such Third Party Supplier, as applicable, rendered pursuant to such Agreement to the date of such termination to the satisfaction of Ontario; or
- b) suspend on notice and without any liability of any kind whatsoever of Ontario to the Air Operator or such Third Party Supplier, as applicable, the Air Operator or such Third Party Supplier, as applicable, and not engage its services, in whole or in part, under such Agreement upon such terms and conditions and for such period of time as Ontario in its sole and unfettered discretion considers necessary until such time as any violation of any applicable requirement of The Standards is rectified by the Air Operator or such Third Party Supplier, as applicable, to the satisfaction of Ontario except that Ontario shall pay a reasonable amount to the Air Operator or such Third Party Supplier, as applicable, for any Services suspended which the Air Operator or such Third Party Supplier, as applicable, rendered pursuant to such Agreement to the date of such suspension to the satisfaction of Ontario.

Should the Air Operator or such Third Party Supplier, as applicable, fail to rectify any such violation within the specified period of time, Ontario may exercise its termination right described in sub-section a) above.

2.4 AMENDMENTS TO THE STANDARDS

- 2.4.1 The OMNRF at its sole discretion for any reason such as a change in an OMNRF policy or legal considerations may amend The Standards from time to time by providing Air Operators then registered on the Eligibility List and then existing Third Party Suppliers with notice by regular mail (deemed received five (5) days following the date the notice was mailed) or email (deemed received on the day following the date the notice was emailed) of the amendment at least thirty (30) days prior to the effective date of the amendment and posting the amendment on the Ontario Government website link(s) referred to in the notice. As there may be differences between the PDF and HTML versions of any amendment, the legal version of any amendment is the PDF version, not the HTML version, which are both on the Ontario Government website link(s) referred to in the notice.

Air Operators and Third Party Suppliers shall review all such notices upon receipt and may also download all amendments covered by such notices from the website link(s) referred to in such notices.

2.5 SUBCONTRACTING

- 2.5.1 An Air Operator shall not subcontract in any circumstances an Ontario aircraft hire to another Air Operator without the prior written permission of Ontario.

2.6 UNAPPROVED AIRCRAFT TYPES FOR HIRE

- 2.6.1 Written approval by the OMNRF of an Air Operator's proposed use of any Type of aircraft which the Air Operator has not previously been authorized by the OMNRF to use to provide Services in question will be required prior to any consideration of the hiring of such Type of aircraft from the Air Operator by Ontario for providing such Services.
- 2.6.2 Written approval by the OMNRF of an Air Operator's proposed use of any Type of aircraft which the Air Operator has not previously operated for hire to provide Services in question will be required prior to any consideration of the hiring of such Type of aircraft from the Air Operator by Ontario for providing such Services.

2.7 NON-PAYMENT FOR POSITIONING, DEPOSITIONING OR FLIGHT

- 2.7.1 Ontario reserves the right to refuse and shall not be liable to pay any costs, expenses or fees of any kind in relation to any Services involving the positioning, depositioning or flight of any aircraft, equipment or personnel which involve any violation of any applicable requirement of The Standards or any Agreement or in circumstances where the aircraft involved is not configured to the specifications stipulated by Ontario.

3.0 AIR OPERATOR ELIGIBILITY FOR HIRE

3.1 APPLICATION FOR REGISTRATION ON THE ELIGIBILITY LIST

- 3.1.1 An Air Operator which wants to be registered on the Eligibility List and thereby be eligible for hire directly or indirectly (as a subcontractor to a Third Party Supplier) by Ontario to provide any Services which the Air Operator may wish to provide shall contact the ASC to request an application to be registered on the Eligibility List. The ASC will forward the applicable documents to the Air Operator to complete and return to the ASC. The Aviation Safety Section, after verifying that the required documents (including current proof of required insurance) relating to the Air Operator's application to be registered on the Eligibility List have been duly completed by and received from the Air Operator, shall review the documents and contact the Air Operator to schedule an audit of the Air Operator to determine if the Air Operator meets all applicable requirements of The Standards in connection with providing any Services that the Air Operator may wish to provide.
- 3.1.2 Any Air Operator which does not agree to comply with all applicable requirements of The Standards in connection with providing any Services will

neither be registered on the Eligibility List nor considered eligible for hire by Ontario to provide Services.

- 3.1.3 Provided the Air Operator has agreed to comply with all applicable requirements of The Standards in connection with providing any Services that the Air Operator may wish to provide by executing and returning to the ASC the then current OMNRF Acknowledgement and Agreement form and after satisfactory completion of the audit referred to above by the Aviation Safety Section (or its designate) of the Air Operator, the Air Operator shall be registered on the Eligibility List.
- 3.1.4 The Eligibility List will be publically available on the Ontario Government website where The Standards are posted. The Eligibility List shall be continuously available on that website and shall be updated every three months by the OMNRF; a registration status change for an Air Operator during a three month period will be reflected in the next update of the Eligibility List.
- 3.1.5 From time to time several Ontario ministries and less frequently Third Party Suppliers may require Services from an Air Operator.

The vast majority of Ontario Air Operator hires will be made by the ASC. Other Ontario ministries and occasionally Third Party Suppliers may also hire Air Operators to provide Services provided the ASC confirms that the applicable Air Operator is then registered on the Eligibility List.

3.2 MAINTAINING AIR OPERATOR ELIGIBILITY FOR HIRE

- 3.2.1 To continue to be registered on the Eligibility List and thereby maintain its eligibility for hire by Ontario to provide Services, an Air Operator shall:
 - a) comply with all applicable requirements of The Standards at all times in connection with providing any Services, including without limitation all applicable requirements relating to insurance;
 - b) within the time permitted return to the ASC all documents required by the OMNRF to be completed and signed by the Air Operator and provide all information requested by the OMNRF from time to time to the OMNRF including but not limited to:
 - i) tariff information;
 - ii) Pilot information;
 - iii) fleet information;
 - iv) aircraft operating specifications;
 - v) information related to Aviation Occurrences, violations of the *Aeronautics Act* and/or the CARs and failed Transport Canada Ramp Inspections involving the Air Operator while on hire to Ontario;

- vi) information related to Aviation Accidents involving the Air Operator while not on hire to Ontario; and
 - vii) any information deemed by the OMNRF to possibly affect the Air Operator's ability to comply with all applicable requirements of The Standards in connection with providing any Services; and
 - c) notify the ASC of all Air Operator management changes involving the Accountable Executive or the operations manager.
- 3.2.2 In the event an Air Operator fails to meet any of the requirements in Section 3.2.1 to continue to be registered on the Eligibility List, the OMNRF under Section 2.3.3 above may immediately remove the Air Operator from the Eligibility List in its sole and unfettered discretion on notice to the Air Operator and, in the case where the Air Operator is a subcontractor to a Third Party Supplier which is responsible under an Agreement for providing the Services, such Third Party Supplier and Ontario may exercise any of its rights under that Section.
- 3.2.3 An Air Operator may also request by notice in writing to the OMNRF that the Air Operator be de-registered from the Eligibility List. The OMNRF shall promptly comply with such request.

3.3 AUDITS AND AUDITING PROCESS; CONSEQUENCES

- 3.3.1 Auditing and assessing Air Operators, their aircraft, facilities, practices, operations, procedures and records in connection with providing any Services that the Air Operators may wish to provide for compliance with all applicable requirements of The Standards shall be conducted by the Aviation Safety Section (or its designate).
- 3.3.2 The OMNRF reserves the right to audit or inspect at its sole discretion from time to time and at any time without prior notice all or any part of the Air Operator's business, operations and qualifications, including without limitation, any of Air Operator's aircraft and related documents, any Pilots, engineers and other personnel, Pilot and engineer licences, endorsements, medical certificates, PPC's, qualifications, security clearances, immunization certificates, proof of insurance, training programs, files, records, record keeping and maintenance facilities as well as any other facilities, procedures, practices, supplies and equipment of the Air Operator which the OMNRF in its sole opinion considers relevant to the Air Operator's compliance with all applicable requirements of The Standards and any Agreement in connection with providing any Services that the Air Operator may wish to provide or may be required to provide. The Air Operator at its expense shall fully cooperate at all times with the OMNRF and its designates in any such audit or inspection. Notwithstanding the foregoing to the contrary, the OMNRF will have no duty to perform any such audit or inspection and will not incur any liability by reason of not performing any such audit or inspection (and the Air Operator's indemnity obligations pursuant to Section 5.1.1 below will apply regardless) or by reason of any reports which it receives or any reviews which it may make of the Air Operator's business, operations or qualifications.

Each Air Operator acknowledges and agrees that the OMNRF for eight (8) years shall retain custody of or control over any records that may have been gathered during any audit or inspection or as a result of Aviation Occurrence reporting and during that time the information may be subject to an access request under the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time.

- 3.3.3. Any Air Operator aircraft assessed at any time by the OMNRF as not properly configured in accordance with all applicable laws and regulations or as not compliant with any applicable requirement of The Standards in connection with providing any Services shall be withdrawn from hire by the OMNRF and, subject to Ontario's rights to suspend the Air Operator or the Third Party Supplier, as applicable, or terminate the Agreement with the Air Operator or Third Party Supplier, as applicable, as set out in Section 2.3.3 above, may be reinstated by the OMNRF for use after all applicable laws and regulations and all applicable requirements of The Standards in connection with providing any Services have been complied with to the satisfaction of the OMNRF.
- 3.3.4 Any Pilot assessed at any time by the OMNRF as not qualified in accordance with all applicable laws and regulations or not compliant with any applicable requirement of The Standards in connection with providing any Services shall not be permitted by his/her Air Operator to operate any aircraft providing such Services following receipt by the Air Operator and, in the case where the Air Operator is a subcontractor to a Third Party Supplier which is responsible for providing such Services, the Third Party Supplier of notice from the OMNRF to that effect.

4.0 REGULATORY REQUIREMENTS

4.1 SMOKING PROHIBITED ON FLIGHTS

- 4.1.1 Smoking is prohibited on all Ontario hired flights. All such flights shall be appropriately and clearly designated "Non-Smoking" by the Air Operator.

4.2 FUELLING

- 4.2.1 Fuelling of any aircraft with an engine operating is prohibited. Passengers shall be removed from the aircraft during fuelling with all open fuel systems except as set out in Section 4.2.2.
- 4.2.2 If special circumstances concerning some patients confined to stretchers in the aircraft warrant, in the opinion of the attending medical staff, that such patients remain on board the aircraft during the fuelling process, in addition to the standards in the CARs 723.38, as amended from time to time, the following safety precautions must be observed:
 - a) a flight crew member and a medical attendant must be on board the aircraft and in a position to initiate an evacuation in event of an emergency;

- b) prior to fuelling, flight crew members shall establish procedures to ensure their immediate and continued access and contact during fuelling with the person performing same in order to ensure safe and immediate evacuation of the aircraft in the event of any hazard or emergency materializing during such fuelling;
- c) oxygen must be available on board the aircraft for such patients in the event that it is required for medical purposes or in the event fumes during fuelling become a problem for such patients, but such oxygen shall only be administered in those circumstances as determined by the flight crew when safety permits;
- d) a serviceable fire extinguisher accompanied by a qualified operator must be readily available outside the aircraft during fuelling; and
- e) the aircraft passenger door must remain open during fuelling.

4.3 SAFETY BRIEFINGS

- 4.3.1 Each Air Operator shall ensure that its flight crews and applicable air crew members are properly trained in briefing passengers regarding applicable safety procedures and that they conduct safety briefings with all passengers prior to each flight take-off, landing or any such time that an abnormal or hazardous situation, potentially endangering health or safety, may occur or is anticipated to occur.

4.4 PILOT FLIGHT AND FLIGHT DUTY TIME

- 4.4.1. Pilot flight and flight duty times shall be in accordance with the Air Operator's Company Operations Manual subject to the OMNRF's right at its absolute discretion to reduce the maximum Pilot flight and flight duty times permitted by the Air Operator's Company Operations Manual for those flight programs of high stress as defined and determined solely by the OMNRF. Notwithstanding anything in this Section to the contrary, at no time shall flight crews exceed or be permitted to exceed the maximum Pilot flight and flight duty times approved by Transport Canada.
- 4.4.2. All Air Operator air crew members shall report to work fit for duty, having had sufficient rest to complete the duty assignment being undertaken. In normal circumstances this provision shall require the minimum rest period in accordance with the Air Operator's Company Operations Manual between duty assignments.

4.5 DANGEROUS GOODS

- 4.5.1 Any Air Operator required to carry any dangerous goods subject to the *Transportation of Dangerous Goods Act* in relation to any Services must have received the applicable dangerous goods authority pursuant to that Act and the rules and regulations promulgated pursuant thereto prior to any carriage of such dangerous goods. Such authority shall appear in the Air Operator's Company Operations Manual.

- 4.5.2 The transportation of dangerous goods for fire suppression purposes by Air Operators shall be in compliance with the *Transportation of Dangerous Goods Regulations* Section 12.12 Aerial Work, as amended from time to time.

4.6 CARGO RESTRAINTS

- 4.6.1. Cargo restraints are mandatory in accordance with the CARs 602.86, as amended from time to time. Each Air Operator shall ensure installation and use of the required cargo restraints in all aircraft hired by Ontario.

4.7 MAINTENANCE

- 4.7.1. Each Air Operator shall maintain all aircraft supplied to Ontario in relation to any Services in a fully operational, clean and Airworthy condition.

4.8 AIRCRAFT MAINTENANCE ENGINEERS

- 4.8.1. Each Air Operator's AME's shall be duly licensed and endorsed by Transport Canada for the maintenance and repair of the aircraft Types being certified and offered in connection with any Services by the Air Operator.

4.9 ENVIRONMENTAL CONDITIONS

- 4.9.1 Each Air Operator shall inform its flight crew prior to providing Services as to the authority of the flight crew set out in Section 4.9.2 below.
- 4.9.2 Flight crew members shall have the authority to delay, suspend or cancel any flight of any Ontario personnel or other passenger(s) who, in their estimation, is not properly attired for prevailing or anticipated environmental conditions.

4.10 ALCOHOL OR DRUGS

- 4.10.1 The requirement of the CARs 602.03, as amended from time to time, is hereby expanded so that no person shall act as a crew member of an Air Operator aircraft:
- a) within ten (10) hours after consuming an alcoholic beverage;
 - b) while under the influence of alcohol; or
 - c) while using any drug that impairs the person's faculties to the extent that the safety of the aircraft or persons on board the aircraft are endangered in any way.

5.0 INDEMNITY AND INSURANCE

5.1 INDEMNITY AND INSURANCE

- 5.1.1 Each Agreement involving an Air Operator's provision of any Services shall contain the following indemnity provision:

"The Air Operator or, in the case where the Air Operator is a subcontractor to a third party which is responsible for providing such Services, such third party shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings by whomever made, sustained, incurred, brought or prosecuted arising out of or in connection with anything done or omitted to be done by the Air Operator or, in the case where the Air Operator is a subcontractor to such third party, such third party, its subcontractors or their respective directors, officers, agents or employees, including any members of the Air Operator's air crews or maintenance personnel, in the course of the performance of the Air Operator's or, in the case where the Air Operator is a subcontractor to such third party, such third party's obligations under or otherwise in connection with the Agreement. The obligations contained in this Section shall survive the termination or expiry of the Agreement."

- 5.1.2 The Air Operator or, in the case where the Air Operator is a subcontractor of a third party which is responsible for providing such Services, such third party shall put in effect and maintain for the duration of the Agreement at its own expense with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance in accordance with applicable laws of the Province of Ontario and Canada and that a prudent person in the business of the Air Operator or such third party (in whose case as it relates to such Services), as applicable, would put in effect and maintain including, but not limited to the following:

- a) Aviation liability insurance, including but not limited to aircraft liability insurance for bodily injury (including passengers), personal injury and property damage acceptable to Ontario subject to limits of not less than five million dollars (\$5,000,000) Cdn. or the minimum Canadian Transportation Agency required limits, whichever is greater, combined single limit per occurrence for bodily injury (including passengers), personal injury and property damage, including loss of use thereof with passenger liability insurance to be in effect for the maximum seating capacity of the aircraft;

Note: Ontario may increase the limit required in this Section 5.1.2. a) to such amount not to exceed twenty million dollars (\$20,000,000) Cdn. combined single limit per occurrence as Ontario may in its sole discretion deem necessary or advisable based on the exposure of the Services to be provided by the Air Operator or such third party, as applicable;

- b) Employers liability insurance (or compliance with the Section 5.1.4 below); and

- c) Other insurance coverage as may be required in the Agreement.

Insurance coverage for all Air Operators or such third parties (in whose case as it relates to such Services), as applicable, must be endorsed to:

- i) name the Indemnified Parties as additional insureds with respect to liability insurance;
- ii) provide that liability insurance shall apply in the same manner as though separate policies were issued in respect of any Proceedings brought against any of the insureds by any other insured or by any employee of such other insured (Cross Liability and Severability of Interest Clause);
- iii) provide at least 30 days written notice from the insurer to Ontario of cancellation, termination or material change of the policy;
- iv) acknowledge that the insurance applies where the aircraft is engaged in deliberate low altitude flying in the course of rendering any Services; and
- v) provide that all such insurance shall be primary without a right of contribution from any other insurance which may be carried by Ontario.

5.1.3 The Air Operator or, in the case where the Air Operator is a subcontractor of a third party which is responsible for providing such Services, such third party shall provide the OMNRF certificates of insurance or other proof as may be requested by the OMNRF that confirm the insurance coverage as required in The Standards and otherwise in the Agreement on or before the commencement of the Agreement and renewal replacements on or before the expiry of any such insurance. Upon the request of the OMNRF, a copy of each insurance policy shall be made available to the OMNRF by the Air Operator or such third party, as applicable. The Air Operator or such third party, as applicable, shall ensure that each of its subcontractors complies with the insurance requirements set out in The Standards and otherwise in the Agreement as applicable to such subcontractor by obtaining similar types of insurance and providing the Air Operator or such third party, as applicable, with proof of the acquisition and maintenance of such insurance. The Air Operator or such third party, as applicable, shall in turn provide the OMNRF with such proof of such subcontractor's insurance as and when requested.

5.1.4 The Air Operator or, in the case where the Air Operator is a subcontractor of a third party which is responsible for providing such Services, such third party at all times shall comply with all applicable health and safety laws and be appropriately covered under the applicable workplace safety and insurance legislation for the domicile where the Air Operator or such third party, as applicable, is located.

5.1.5 The Air Operator or, in the case where the Air Operator is a subcontractor to a third party which is responsible for providing such Services, such third party at its expense, to the extent requested by Ontario, shall participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for its settlement. Ontario may elect to participate in or conduct the defence of any such Proceeding by notifying the Air Operator or such third party,

as applicable, in writing of such election without prejudice to any other rights or remedies of Ontario under the Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. No settlement shall be entered into by the Air Operator or such third party, as applicable, unless it has obtained the prior written approval of Ontario. If the Air Operator or such third party, as applicable, is requested by Ontario to participate in or conduct the defence of any such Proceeding, Ontario agrees to co-operate with and assist the Air Operator or such third party, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations. If Ontario participates in or conducts the defence of any such Proceeding, the Air Operator or such third party, as applicable, agrees to co-operate with and assist Ontario to the fullest extent possible in the Proceeding and any related settlement negotiations.

6.0 AIRCRAFT STANDARDS

6.1 DUAL CONTROLS

- 6.1.1 Aircraft operating under VFR and transporting passengers in the First Officer position, i.e. the right (for airplanes) or the left (for rotor craft) Pilot seat, will have the dual control column removed except in cases where the aircraft is also used for IFR operations or removal would necessitate disconnecting flight control cables and re-rigging of control systems. Any such removal will be performed strictly in accordance with the aircraft manufacturer's specifications, guidelines and procedures as approved by the aircraft manufacturer and Transport Canada.
- 6.1.2 Any passenger occupying the First Officer position with dual controls in place shall be fully briefed by the Pilot-In-Command prior to engine start. Briefing will detail the safe operation of and not interfering with any aircraft controls.

6.2 SHOULDER HARNESS

- 6.2.1. Safety belts that include a shoulder harness are mandatory for any Pilot seat in all aircraft providing Services.
- 6.2.2. In addition to Section 6.2.1 and the CARs 605.24, as amended from time to time, safety belts that include a shoulder harness are mandatory for all normally occupied seats while carrying passengers on all rotary wing aircraft providing Services.

6.3 EMERGENCY LOCATOR TRANSMITTER

- 6.3.1. Air Operators shall ensure that their aircraft while providing Services are equipped with a serviceable ELT meeting Technical Standard Order C126/91A, as amended from time to time, capable of broadcasting on 406 MHz and 121.5 MHz.
- 6.3.2. The ELT will be armed at all times during flight.

6.4 SURVIVAL EQUIPMENT

6.4.1. Survival equipment shall be provided by each Air Operator on board all aircraft in accordance with the CARs and the Agreement. In addition, the following survival equipment shall be provided on board any single-engine aircraft:

- one survival blanket for each person on board
- one flashlight
- one axe or saw
- means for starting a fire
- insect repellent during summer months.

6.5 IFR EQUIPPED AIRCRAFT

6.5.1. Only those aircraft equipped with dual controls and dual flight instrument panels approved in writing by the Aviation Safety Section will be considered for hire for Ontario IFR flights.

6.6 VHF AM COMMUNICATIONS RADIO

6.6.1 All aircraft used to provide any Services will be equipped with a dual VHF AM communications transceiver with 720 channel capability (2 radios or a dual unit). The unit must be fully integrated into the aircraft's audio system to allow the Pilot to monitor multiple frequencies and broadcast on either radio. A portable unit will not be acceptable.

7.0 PILOT STANDARDS

7.1 MINIMUM FLIGHT CREW QUALIFICATIONS

7.1.1 Fixed Wing – Multi-Engine

a) IFR Operations – Fixed Wing – Multi-Engine

i) Pilot-In-Command

Valid ATPL 2000 hours total flight time
500 hours PIC multi-engine flight time
100 hours on Type flight time
2 years experience in IFR operations
Valid PPC to PIC standards on Type
Valid Group I Instrument Rating
Flight time on Type within preceding 60 days

ii) First Officer

Valid commercial Pilot licence
500 hours total flight time
Current and competent on Type and holding all required licences

Valid PPC or PCC on Type
Valid Group I Instrument Rating
Flight time on Type within preceding 60 days

b) VFR Operations – Fixed Wing – Multi-Engine

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours total flight time
100 hours PIC multi-engine flight time
50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

7.1.2 Fixed Wing – Single-Engine

a) IFR Operations – Fixed Wing – Single-Engine

i) Pilot-In-Command

Valid ATPL (Note: Pilots whose ATPL is suspended due to a Group 3 instrument ride will be deemed eligible)
2000 hours total flight time
500 hours PIC flight time
100 hours on Type flight time
2 years experience in IFR operations
Valid PPC to PIC standards on Type
Valid Instrument Rating
Flight time on Type within preceding 60 days

ii) First Officer

Valid commercial Pilot licence
500 hours total flight time
Current and competent on Type and holding all required licences
Valid PPC or PCC on Type
Valid Instrument Rating
Flight time on Type within preceding 60 days

b) VFR Operations – Fixed Wing – Single-Engine

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours total flight time
50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

c) Float Operations – Fixed Wing – Single-Engine

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours total flight time
100 hours float experience
Annual recurrent float training completed in accordance in with the Air Operator's COM
50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

7.1.3 Rotary Wing Aircraft – Multi-Engine

a) IFR Operations – Rotary Wing Aircraft - Multi-Engine

i) Pilot-In-Command

Valid ATPL
2000 hours rotary wing total flight time
500 hours PIC multi-engine flight time
100 hours on Type flight time
2 years experience in IFR operations
Valid PPC to PIC standards on Type
Valid Group IV Instrument Rating
Flight time on Type within preceding 60 days

ii) First Officer

Valid commercial Pilot licence
500 hours rotary wing total flight time
Current and competent on Type and holding all required licences
Valid PPC or PCC on Type
Valid Group IV Instrument Rating
Flight time on Type within preceding 60 days

b) VFR Operations – Rotary Wing Aircraft – Multi-Engine

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours rotary wing total flight time
200 hours PIC flight time with experience working in unprepared and confined areas
100 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

7.1.4 Rotary Wing Aircraft – Single-Engine

a) VFR Operations – Rotary Wing Aircraft – Single Engine

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours rotary wing total flight time
200 hours PIC flight time with experience working in unprepared and confined areas
100 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within the preceding 60 days

b) Float Operations – Rotary Wing – Single Engine

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours rotary wing total flight time
25 hours fixed - float experience
Annual recurrent fixed - float training completed in accordance in with the Air Operator's COM
50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

7.2 MINIMUM FLIGHT CREW QUALIFICATIONS FOR SPECIALTY OPERATIONS

7.2.1 Fixed Wing Single Engine Aircraft Survey or Low Level Operations Below 500 Feet Above Ground Level

i) Pilot-In-Command

Valid commercial Pilot licence
1000 hours total flight time
200 hours PIC flight time
50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

7.2.2 Birddog Pilots

Valid commercial Pilot licence
Valid Instrument Rating
2000 hours total flight time
300 hours PIC multi-engine flight time

50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC on Type
Flight time on Type within the preceding 60 days

7.2.3 Aerial Application Pilots

Valid commercial Pilot licence
1000 hours total flight time
200 hours PIC flight time
50 hours PIC flight time on Type or similar Type approved by the OMNRF
Valid PPC or PCC on Type
Flight time on Type within the preceding 60 days
Current Ontario Ministry of the Environment and Climate Change extermimator's licence

7.2.4 Fixed Wing Aircraft Off Airport Work Wheel and Ski Operations Pilots

Valid commercial Pilot licence
1000 hours total flight time
200 hours PIC flight time working off airport
Annual recurrent working off airport training completed in accordance with the Air Operator's COM
50 hours PIC flight time on similar Type approved by the OMNRF of which 25 hours must be current PIC on Type
Valid PPC or PCC on Type
Flight time on Type within preceding 60 days

7.3 PILOT – AIRCRAFT MAINTENANCE ENGINEER

- 7.3.1 The dual roles for a person of Pilot and AME when an Air Operator is providing Services under normal operations are not permitted. Exceptions may be made to accommodate Services where AME duties will not impact Pilot flight duty times with prior written approval of the Aviation Safety Section.

7.4 REDUCTION OF MINIMUM FLIGHT CREW QUALIFICATIONS

- 7.4.1 A reduction of minimum flight crew qualifications contained in Sections 7.1 or 7.2 will only be considered for:

- a) minimum flight hour requirements; and
- b) ATPL requirements when all required ATPL exams have been passed.

- 7.4.2 An Air Operator may apply for a reduction in the minimum flight crew qualifications contained in Sections 7.1 or 7.2 for individual flight crew provided the Air Operator:

- a) specifies the minimum flight crew qualification reduction being sought;

- b) provides the Aviation Safety Section Pilot information that may include but is not limited to the following:
 - i) total flight time;
 - ii) PIC flight time;
 - iii) multi-engine PIC flight time;
 - iv) PPC ride report (PPC ride is required for all rotary wing reduction requests; fixed wing PPC or PCC ride requirement will be determined by the Aviation Safety Section);
 - v) ATPL exam results;
 - vi) time on Type;
 - vii) PIC time on Type;
 - viii) Aviation Accident history;
 - ix) additional training;
 - x) education; and
 - xi) related experience;
- c) provides a plan of how the Pilot will be utilized and develops a training and monitoring program designed to the satisfaction of the Aviation Safety Section to demonstrate that requested reduction will not affect safety;
- d) ensures any Pilot granted a reduction in minimum flight crew qualifications is only paired on multi-crew aircraft with a Pilot who meets all applicable minimum flight crew qualifications; and
- e) ensures any Pilot requiring a reduction in minimum flight crew qualifications not act as a flight crew member on an Air Operator aircraft providing Services prior to obtaining written approval from the Aviation Safety Section.

Provided the information submitted by the Air Operator as referred above is considered satisfactory by the Aviation Safety Section, the OMNRF shall approve the reduction.

- 7.4.3 Training may consist of ground school, flight, flight training device or simulator training and a proficiency ride related to the individual training program taking the individual Pilot's shortfall into account. To assist the Aviation Safety Section in evaluating any training program, the Air Operator shall provide the Aviation Safety Section with all particulars regarding such program, including but not limited to the names and aviation background and qualifications of the proposed instructors.

- 7.4.4 The Air Operator shall monitor each Pilot granted a reduction in minimum flight crew qualifications to ensure the Pilot is progressing and shall report to the Aviation Safety Section on the Pilot's progress at intervals specified in the OMNRF approval until such time the Pilot no longer requires a reduction.
- 7.4.5 The Air Operator shall allow the Aviation Safety Section (or its designate) to audit any flight training program and the Air Operator's records in regard to same at any time without notice and agrees that the OMNRF may at any time require amendments to any approved flight training program or cancel such program and any previously approved reduction in minimum flight crew qualifications for the Air Operator's flight crew and the Air Operator agrees to implement as soon as possible and comply at all times with all such amendments required by the OMNRF.

7.5 TRAINING OF PERSONNEL

7.5.1 Single-Crew Aircraft

Pilot Decision Making Training is mandatory for all Pilots of single-crew aircraft supplied by Air Operators for providing Services.

7.5.2 Multi-Crew Aircraft

Crew Resource Management Training is mandatory for all Pilots of multi-crew aircraft supplied by Air Operators for providing Services.

7.5.3 Rotary Wing

When hover exits and/or Long-Lining capabilities are stipulated in an Agreement or otherwise required in providing specific Services, the Air Operator shall possess Transport Canada prior approval for such Services. The Air Operator's Company Operations Manual will have in place an initial and recurrent training program for all procedures outlined in that manual. Recurrent training will be completed on an annual basis.

If required for specific aircraft hires to provide Services, initial and recurrent training will include:

- a) Hover exit - by the helicopter operating in a low stable hover ensuring the person is able to enter directly from or alight directly onto the supporting surface which will permit the person to safely enplane or deplane and will include personnel briefing procedures; in addition the Air Operator shall accept and insert the then current OMNRF Helicopter Hover Exit and Entering Training Guide into its Company Operations Manual; the Training Guide is available from the Aviation Safety Section upon request;
- b) Vertical Reference Operations or Long-Lining - up to 100 feet long-line, and will include personnel briefing procedures; and
- c) Water bucketing - initial or recurrent training for the Pilot in the use of water bucketing.

Only flight crews with proof of currency of such training and competency shall be used by Air Operators for providing Services requiring the use of the aforementioned procedures.

7.5.4 Fixed Wing Off Airport Work

Air Operators shall only use flight crews with proof of currency of initial or recurrent training in Off Airport Work including wheel and ski operations for providing Services where such operations are required.

7.5.5 Fixed and Rotary Wing Float Operations

Air Operators shall only use flight crews with proof of currency of initial or recurrent training in fixed and rotary wing float operations for providing Services where such operations are required.

7.5.6 Mitsubishi MU-2 Aircraft

- a) Air Operators operating Mitsubishi MU-2 twin-engine turboprop aircraft for providing any Services shall ensure their Chief Pilot or his or her designated senior Pilot remains conversant with new procedures introduced by SIMCOM INTERNATIONAL, INC. and every year travels to the SIMCOM training center located in Orlando, Florida for recurrent training. SIMCOM is the factory authorized and approved training provider for the MU-2 twin-engine turboprop. Training for all models and variants of the MU-2 aircraft is provided by SIMCOM at its Orlando training center.
- b) Prior to providing any Services Air Operators operating Mitsubishi MU-2 aircraft shall ensure Pilots flying the aircraft as the Captain have successfully completed Pilot training on the MU-2 aircraft flight training device at SIMCOM in addition to in-house aircraft training. In addition, all Captains and First Officers of such aircraft must receive yearly in-house recurrent training provided by the Chief Pilot or his or her designated senior Pilot to remain conversant with new procedures introduced by SIMCOM. All Captains are required to successfully complete Pilot training on the MU-2 aircraft flight training device at SIMCOM once every three years.

8.0 NORMAL OPERATIONS

8.1 IFR FLIGHTS

- 8.1.1 Aircraft used by Air Operators for providing any Services will be certified by Transport Canada for IFR operations and all passenger flights will be conducted with a minimum configuration comprised of a Captain and First Officer meeting all applicable qualifications of The Standards as a minimum requirement.
- 8.1.2 IFR operations may be carried out according to the Air Operator's Company Operations Manual for aircraft positioning and cargo only if there is no Ontario passenger on board.

8.2 VFR FLIGHTS

- 8.2.1 NIGHT VFR operations for aircraft used by Air Operators in providing any Services with passengers will only be permitted for aircraft and flight crews certified by Transport Canada for IFR and Night VFR operations.
- 8.2.2 NIGHT VFR operations for aircraft positioning and cargo only will be allowed if the Air Operator, flight crew and aircraft are certified by Transport Canada for Night VFR operations and there is no Ontario passenger on board.
- 8.2.3 VFR OTT for aircraft used by Air Operators in providing any Services with passengers is not permitted. VFR OTT operations for aircraft positioning and cargo only will be allowed if the Air Operator, flight crew and aircraft are certified by Transport Canada for VFR OTT operations and there is no Ontario passenger on board.

9.0 SPECIAL OPERATIONS

9.1 OPEN DOOR WORK REQUIREMENTS

- 9.1.1 Where any Services to be provided by an Air Operator require that personnel work in an open door configuration and move about the cabin of the aircraft, the Air Operator shall supply a four point adjustable harness with a tether attaching to the aircraft. The tether will be of such a length as to allow freedom of movement throughout the cabin but prevent personnel from exiting the aircraft.

9.2 FIRE SUPPRESSION HELICOPTER HIRES

- 9.2.1 In addition to the requirements of Transport Canada and other requirements of The Standards, all helicopters supplied by Air Operators for Services involving fire suppression duties shall be equipped with the following:
 - a) a white strobe light or red rotating beacon visible from above;
 - b) a self cocking automatic locking cargo hook with both manual and electric release and minimum 3 cargo nets and lanyards;
 - c) a convex mirror for the Pilot to observe sling;
 - d) skid gear with bear paws preferred;
 - e) Pilot and co-Pilot's seats interface for all radios;
 - f) a minimum of 2 rear headphone jacks with push talk;
 - g) a collapsible water bombing bucket for all medium and heavy helicopters;
 - h) cabin cargo restraint nets;

- i) dual controls removed;
- j) high visibility paint on main and tail rotors;
- k) long-line with remote hook;
- l) an electric or manual fuelling pump;
- m) a four point adjustable harness complete with tether for open door work;
- n) a UTM capable global positioning system equipped;
- o) an altimeter capable of being set in inches of mercury;
- p) Automated Flight Following meeting or exceeding the Automated Flight Following Data/Transfer Specifications issued by the Canadian Interagency Forest Fire Centre, as amended from time to time; and
- q) a suitable FM low band transceiver and antenna system with the following specifications:
 - i) a minimum of 120 FM channels, pre-programmed to the most recent OMNRF channel plan;
 - ii) a proper aircraft antenna system tuned to 46.74 MHz;
 - iii) capable of monitoring a call-back channel by guard receiver or scanning; and
 - iv) ten (10) watts of transmit power.

9.2.2 In addition to Section 9.2.1, all medium helicopters supplied by Air Operators for Services involving fire suppression duties shall be equipped with the following:

- a) skid gear with bear paws;
- b) a collapsible water bombing bucket - 1590 litres (350 imp, 420 US gals);
- c) three (3) cargo nets 20' X 20' complete with lanyards; and
- d) one (1) 100' long-line.

9.2.3 In addition to Section 9.2.1, all light helicopters supplied by Air Operators for Services involving fire suppression duties shall be equipped with the following:

- a) high skid gear with bear paws;
- b) a collapsible water bombing bucket - 545 litres (120 imp, 144 US gals);
- c) three (3) cargo nets 16' X 16' complete with lanyards; and

- d) one (1) 100' long-line.

Note: Any light helicopter that cannot meet the above net or bucket requirements will be equipped with three (3) cargo nets complete with lanyards and a collapsible water bombing bucket certified for the Type.

9.3 AERIAL IGNITION DEVICES

- 9.3.1 Each aerial ignition device used by Air Operators in aerial ignition operations in connection with any of the Services to be provided shall comply with the applicable STC for such device.

9.4 FIXED WING AIRCRAFT OFF AIRPORT WORK

- 9.4.1 Fixed wing aircraft Off Airport Work involved in providing any Services, including wheel and ski operations, shall only be conducted by those Air Operators which have demonstrated to the satisfaction of the OMNRF that:
 - a) their flight crews have been trained and meet the minimum flight crew qualifications of The Standards;
 - b) their aircraft are equipped and have been approved by Transport Canada to conduct Off Airport Work; and
 - c) the Air Operators have training and procedures in place and have been approved by Transport Canada to conduct Off Airport Work.

9.5 EXTERNAL LOADS FIXED WING

- 9.5.1 Carriage of boats, canoes or other external loads by an Air Operator in providing any Services shall be on Transport Canada approved racks only and in accordance with Air Operator's Company Operations Manual.

9.6 ROTARY WING SLINGING

- 9.6.1 Carriage of personnel essential to an external load operation by an Air Operator in providing any Services shall be at the discretion of the Air Operator, subject to compliance with any applicable restrictions in the Air Operator's Company Operations Manual and the aircraft manufacturer's flight manual as approved by Transport Canada.

9.7 REMOTE OPERATIONS

- 9.7.1 Each Air Operator shall ensure in connection with any Services it provides that at all times in all its operations, including but not limited to remote operations, qualified and licensed staff will be readily available so that it complies with all requirements in its maintenance policy and control manuals approved by Transport Canada and aircraft will be available and serviceable and meet all applicable requirements of The Standards and any Agreement in its air operations.

- 9.7.2 Each Air Operator at its expense shall have available or on call one fully qualified AME who has successfully completed an aircraft familiarization program for the Type(s) of aircraft provided under the applicable Agreement during all periods and in each location in which the aircraft is to be available and operational for the provision of any emergency or urgent repairs, servicing and maintenance requirements.
- 9.7.3. Each Air Operator shall provide all its AME's with a current inspection program and shall require that all defects affecting the aircraft to be used in connection with any Services are actioned prior to the aircraft's next flight.
- 9.7.4. Each Air Operator shall provide specific instruction to its aircrew with respect to its maintenance program.

9.8 STRETCHERS AND LITTER KITS AND SECUREMENT

- 9.8.1 Only Transport Canada approved stretchers and litter kits shall be used by Air Operators to secure patients during flight in connection with any Services they provide.

10.0 FLIGHT FOLLOWING

10.1 COMPLIANCE

- 10.1.1 Flight Following shall be used by each Air Operator in accordance with the Air Operator's Company Operations Manual and any additional requirements applicable to specialty flying Services specified by Ontario to be provided by the Air Operator.

10.2 EQUIPMENT REQUIREMENTS

- 10.2.1 Additional Air Operator equipment requirements for specialty flying Services shall be determined by the Aviation Safety Section taking into the account the type of work, flight altitude, climate, location, area accessibility and population density. Installation of any additional required equipment shall be done by the Air Operator prior to the flight and approved by Transport Canada.

Where flight program requirements necessitate OMNRF Flight Following, the Air Operator shall ensure its aircraft are equipped with a suitable FM low band transceiver and antenna system with the following specifications:

- a) a minimum of 120 FM channels, pre-programmed to the most recent OMNRF channel plan;
- b) a proper aircraft antenna system tuned to 46.74 MHz;
- c) capable of monitoring a call-back channel by guard receiver or scanning; and
- d) ten (10) watts of transmit power.

10.2.2 Where specialty flying Services requirements necessitate enhancement to OMNRF Flight Following the Air Operator shall ensure its aircraft are equipped with suitable Automated Flight Following with the following features:

- a) tracking unit will report a minimum of one position every two minutes;
- b) capable of 2 way communication;
- c) capable of being monitored by the OMNRF stations; and
- d) ability to train the OMNRF monitoring staff.

10.3 PROCEDURES

10.3.1 Air Operators using OMNRF Flight Following will use the procedures contained in the then current OMNRF Fixed or Rotary Wing Company Operations Manual. Copies of these procedures are available from the Aviation Safety Section upon request.

11.0 EMERGENCY PROCEDURES

11.1 AVIATION OCCURRENCE REPORTING

11.1.1 Each Air Operator shall immediately report to the Aviation Safety Section any:

- i) Aviation Occurrence regardless of maximum certified takeoff weight;
- ii) violation of the *Aeronautics Act* or any applicable rules, regulations, directives, policies or procedures referred to in Section 2.2.1; and
- iii) non-complaint item noted on a Ramp Inspection

which arises in connection with the Air Operator's provision of any Services at any time and shall complete and deliver to the Aviation Safety Section a comprehensive written report of same as soon as possible but no later than two (2) days after it occurs. Reports shall be submitted by the Air Operator by courier or fax on a seven (7) day twenty-four (24) hour basis to:

Ontario Ministry of Natural Resources and Forestry
Aviation Safety Section
70 Foster Drive, Suite 400
Sault Ste Marie, Ontario
P6A 6V5
Fax: (705) 945-5908
Attention: Aviation Safety Officer

If the Air Operator submits a report by fax, it must also send the Aviation Safety Section a confirmation copy of the faxed report by regular mail to the above address.