

**BEFORE THE
UNITED STATES DEPARTMENT OF TRANSPORTATION
WASHINGTON D.C.**

Application of

Aerolíneas Santo Domingo, SA.

DOCKET: OST-2000-6796

for renewal of exemption pursuant to 49 U.S.C.
40109 and for Scheduled Foreign Air Carrier
Permit Pursuant 49 U.S.C. 41301 Transportation
between the Dominican Republic and United States!
and under 14 CFR §211.21, as amended

**APPLICATION FOR RENEWAL OF EXEMPTION PURSUANT TO 49 U.S.C. 40109 AND FOR
SCHEDULED FOREIGN AIR CARRIER PERMIT PURSUANT 49 U.S.C.
41301 TRANSPORTATION BETWEEN THE DOMINICAN REPUBLIC AND UNITED STATES
AND UNDER 14 CFR §211.21, AS AMENDED**

Communication with respect to this document should be sent to:

Luis A. Irizarry
Aviation Consultant
L. A. Irizarry & Associates, Inc.
P.O. Box 37217 Airport Station
San Juan, Puerto Rico P.R. 00937-0217 Tel:
(787) 752-7621
Email: irizarry@icepr.net

NOTICE: Any person may support or approved this application by filing an answer with the Documentary Service Division, Department of Transportation, by 21 days and serving a copy of the answer on all persons listed in the service list attached to this applicant.

Date: May 15, 2020

**BEFORE THE
UNITED STATES DEPARTMENT OF TRANSPORTATION
WASHINGTON D.C.**

Application of

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Aerolíneas Santo Domingo, SA.

for renewal of exemption pursuant to 49 U.S.C.
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**APPLICATION FOR RENEWAL OF EXEMPTION PURSUANT TO 49 U.S.C. 40109 AND FOR
SCHEDULED FOREIGN AIR CARRIER PERMIT PURSUANT 49 U.S.C.
41301 TRANSPORTATION BETWEEN THE DOMINICAN REPUBLIC AND UNITED STATES
AND UNDER 14 CFR §211.21, AS AMENDED**

Pursuant to 14 CFR §211.21, Aerolíneas Santo Domingo, SA hereby applies to the Department of Transportation for renewal its exemption from 49 U.S.C. § 41301 to engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules. Aerolíneas Santo Domingo, SA requests renewal of its foreign air carrier permit for a period of not less than two years. The existing foreign air carrier permit will be expired on April 22, 2020. Aerolíneas Santo Domingo, SA relies on 5 U.S.C. 558(c) as implemented in Part 377 of the Department Rules to able to continue exercising its foreign air carrier permit until such time as the Department take final action on the application. In support of its application, Aerolíneas Santo Domingo, SA provides the required and applicable information in accordance with 14 CFR 211.20, as follows:

State the name and address of the applicant, the nature of its organization (individual, partnership, corporation, etc.), and, if other than an individual, the name of the country under the laws of which it is organized and the statutory citation of such laws, if any.

Aerolíneas Santo Domingo, SA Aeropuerto Internacional Dr. Joaquín Balaguer, La Isabela,
Santo Domingo, Dominican Republic.

State the name and official address of the government air transport authority of applicant's country of citizenship having regulatory jurisdiction over applicant.

Instituto Dominicano de Aviación Civil (IDAC) Ave. México Esq. 30 de marzo, Sto. Domingo.,
Distrito Nacional, Republica Dominicana 809-221-7909, 809-274-4322, 809-221-6220

Supply certified evidence, in English, of the applicant's operating authority issued by its government that relates to the operations proposed. This evidence must include a description of the applicant's present authority, the expiration date of this authority, and the manner in which it is expected to be renewed

Aerolíneas Santo Domingo, SA holds a current air operator certificate (AOC) issued by Instituto Dominicano de Aviación Civil (IDAC) and its operations specifications are attached. (See Exhibit 1 and Exhibit 2)

Supply the following information regarding the services proposed:

A complete statement of the authority sought; and

Renew exemption from 49 U.S.C. § 41301 to engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules.

A description of the services proposed, specifying:

To engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules.

The point or points in the United States proposed to be served:

To engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules.

The frequency of service planned at the start of operations, indicating any seasonal variations; whether the service proposed is to be scheduled, nonscheduled or charter; whether the service would be passenger, or property and mail, or a combination; and the type of equipment (and configuration) to be used; and

Aerolíneas Santo Domingo, SA has been conducting service for years under the Action Taken by the Department in DOCKET DOT-OST-2000-6796.

A service schedule stating the manner in which the service will be operated (e.g., nonstop or multi-stop, and the identity of proposed intermediate traffic and nontrafficpoints).

To engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules.

Provide the names, addresses (both residence and business), and citizenship of all Directors, Officers and key management personnel, including the President, Vice Presidents, the Directors or Supervisors of Operations, Maintenance, and Finance, and the chief pilot and chief inspector. Indicate whether any of these persons are related by blood or marriage.

No ownership and control of the applicant are changed since original application.

Provide the names and citizenship of all persons holding five percent (5%) or more of the capital stock or capital of the applicant. Also indicate the number and percentage of shares of stock or percentage of capital held by each. If five percent or more of the applicant's stock is held by a corporation or partnership, set forth the name and citizenship of each person holding five percent or more of the entire capital stock or capital of that corporation or partnership and the respective interest of each. If any shares are held for the benefit of another person, give the name and citizenship of that person.

No ownership and control of the applicant are changed since original application.

If the applicant is not wholly owned by its homeland government, state whether the applicant (each officer, director, manager, or holder of five percent or more of the capital stock) holds any interest directly or indirectly (through brokers or holding companies) in any of the entities listed below. If no interest is held, so state.

Any U.S. carrier;

Aerolíneas Santo Domingo, SA, (each officer, director, manager, or holder of five percent or more of the capital stock) do not holds any interest directly or indirectly (through brokers or holding companies).

Any other foreign air carrier;

Aerolíneas Santo Domingo, SA (each officer, director, manager, or holder of five percent or more of the capital stock) do not holds any interest directly or indirectly (through brokers or holding companies).

Any persons engaged in the business of aeronautics; and

Aerolíneas Santo Domingo, SA (each officer, director, manager, or holder of five percent or more of the capital stock) do not holds any interest directly or indirectly (through brokers or holding companies).

Any common carrier, or any person whose principal business is the holding of stock in, or control of, any air carrier.

Aerolíneas Santo Domingo, SA (each officer, director, manager, or holder of five percent or more of the capital stock) do not holds any interest directly or indirectly (through brokers or holding companies).

Indicate the relationship between the applicant and its homeland government. If the applicant is wholly owned or substantially owned by the government, indicate which governmental department has responsibility for managerial decisions.

Aerolíneas Santo Domingo, SA is not wholly owned by the homeland government.

State whether the applicant's insurance coverage meets or exceeds the liability limits of 14 CFR part 205. State the name(s) of its insurance carrier(s).

OST Form 6411 included (See exhibit 3 and 4).

(Supply certified evidence, in English, of the applicant's operating authority issued by its government that relates to the operations proposed. This evidence must include a description of the applicant's present authority, the expiration date of this authority, and the manner in which it is expected to be renewed.

(See Exhibit 1 and Exhibit 2)

Summarize the operating history of the applicant. Include the types of transportation services rendered, points served, etc., from the beginning of operations to the present. Also, if the applicant is a new airline (i.e., an airline that began direct air services within the past 12 months), briefly summarize the business experience of each officer, director and key management personnel, emphasizing any air transportation experience.

Provided in the initial application and the operations has been maintained the same.

Provide a list of the aircraft owned, leased and operated by the applicant. State each aircraft registration number and the country of registration. If leased, state the address and citizenship of each lessor. Describe any plans for the acquisition or lease of additional aircraft if the present permit application is granted as proposed. If any of the listed aircraft will not be used exclusively by the applicant, explain its proposed use. State whether any aircraft are or will be wet-leased.

Manufacturer: BAE
Model: Jetstream 3201
State of origin: DR
Registration: HI856

Manufacturer: BAE
Model: Jetstream 3201
State of origin: DR
Registration: HI 851

Manufacturer: BAE
Model: Jetstream 3201
State of origin: DR
Registration: HI 858

Manufacturer: BAE
Model: Jetstream 3201
State of origin: DR
Registration: HI 875

Manufacturer: BAE
Model: Jetstream 3201
State of origin: DR
Registration: HI 918

State where and by whom the maintenance of the aircraft is or will be performed. State whether the applicant's maintenance program complies with the provisions of ICAO Pilots and Airmen Annexes 1, 6 (Part 1) and 7. Also state whether the applicant's home country is a contracting State to the Convention on International Civil Aviation.

Aerolíneas Santo Domingo, SA perform its own maintenance. The Maintenance program complied with the provisions of ICAO.

All Aerolíneas Santo Domingo, SA Pilots and Airmen complied Annexes 1, 6 (Part 1) and 7.

Dominican Republic is a contracting State to the Convention on International Civil Aviation.

Briefly describe any agreements or cooperative working arrangements (e.g., block-space, wet-/lease), both oral and written, entered with and between the applicant, or on behalf of the applicant, and any U.S. or foreign air carrier, affecting the proposed services to the United States that are not on file with the Department. If there are no such agreements, so state.

None at this time.

Supply financial data summaries, setting forth in U.S. dollars the applicant's profit and loss statements and balance sheets for the 2 most recent available years (calendar or fiscal). These summaries must be accompanied by a statement from the applicant's official responsible for preparation of the summaries that the submissions are complete and accurate. These summaries must include the following data, but need not be more detailed than the financial data summaries published by ICAO:

The profit and loss summary shall identify:

Total air transport operating revenues (separated into three categories: passenger, cargo, and other transport revenues);

Total air transport operating expenses;

Operating result (difference between (i) and (ii));

Non-operating items; and

Profit or loss after income taxes.

The balance sheet summary shall state and identify:

Current assets;

Flight equipment (after depreciation);

Other assets;

Total assets (sum of (i) through (iii));

Current liabilities;

Aerolíneas Santo Domingo, SA provided its financial statements with the renewal on 2019.

For the preceding 5 years, state whether the applicant has been involved in any safety or tariff violations or any fatal accidents. If so, furnish details.

Aerolíneas Santo Domingo, SA has not been involved in any safety or tariff violations or any fatal accidents.

(t) Submit 3 completed copies of OST Form 4523 (Waiver of liability limits under the Warsaw Convention).

Aerolíneas Santo Domingo, SA OST Form 4523 (Waiver of liability limits under the Warsaw Convention) was submitted in its initial application and is still current and valid.

WHEREFORE, Aerolíneas Santo Domingo, S.A. respectfully requests that the Department of Transportation renew its exemption from 49 U.S.C. § 41301 to engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules. Aerolíneas Santo Domingo, SA requests renewal of its foreign air carrier permit for a period of not less than two years.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'L.A. Irizarry', is written over the printed name.

L.A. Irizarry & Associates, Inc.
Aviation Consultant
P.O. Box 37217 Airport Station
San Juan, P.R. 00937-0217
Tel: (787) 752-7621
irizarry@icepr.net

Consultant for Aerolíneas Santo Domingo, SA

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Renewal Application for foreign air carrier permit and exemption authority has been mailed by Regular Mail/Fax/email to all persons and entities shown on the attached service list in accordance with the Department Procedures regulations.

Delta chris.walker@delta.com

Federal Express

dshort@fedex.com

slunsford@fedex.com

nssparks@fedex.com

gbleopard@fedex.com

cefelts@fedex.com

Alaska Airlines

Jeremy.Ross@alaskaair.com

dheffeman@cozen.com

NAC

hharrier@nac.aero

mwiegele@nac.aero

acampbell@northemaviationservices.aero

Polar kevin.montgomery@polaraircargo.com

peter.beckett@polaraircargo.com

United Airlines

dan.weiss@united.com

steve.morrissey@united.com

gmurphy@crowell.com

NACA

pdoell@naca.cc

American Airlines

robert.wirick@aa.com

francis.heil@aa.com

howard.kass@aa.com

Abigail.donovan@aa.com

ABX, ATI

rsilverberg@sgbdc.com

ljohnson@sgbdc.com

Amerijet

jrichardson@johnrichardson.com

mriordan@johnrichardson.com

jcanny@amerijet.com

Atlas Air

mommer@atlasair.com

Kalitta Air matwood@cozen.com

DPefley@cozen.com

psanderlin@kalittair.com

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nwallace@wallaceair.com

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rzerkel@lac.lynden.com

pmurohy@ggh-airlaw.com

UPS

anita.mosner@hklaw.com

jennifer.nowak@hklaw.com

dsmalls@ups.com

National

kenneth.guinn@pillsburylaw.com

jennifer.trock@pillsburylaw.com

graham.keithley@pillsburylaw.com

edavidson@nationalairlines.aero

info@airlineinfo.com

EngleTS@state.gov

John.s.duncan@faa.gov

agumbs@nationalairlines.aero

jbatten@nationalairlines.aero

Centurion Frontier

john@mietuslaw.com

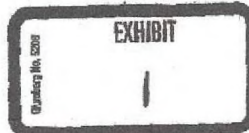
slachter@cozen.com



L. A. Irizarry & Associates, Inc.
Aviation Consultant
P.O. Box 37217
Airport Station
San Juan, P.R. 00937-0217
Tel: (787) 752-7621
irizarry@icenetworks.com

Consultant for Aerolíneas Santo Domingo, SA.

Date: May 15, 2020



CERTIFICADO DE OPERADOR AÉREO
(AIR OPERATOR CERTIFICATE)

	<p>REPÚBLICA DOMINICANA</p> <p>INSTITUTO DOMINICANO DE AVIACIÓN CIVIL</p>	
<p>AOC # : ASDA007A</p> <p>Fecha de vencimiento: Ver RAD 119.61(a)(1)(2) (Expiry date: See RAD 119.61(a)(1)(2))</p>	<p>Aerolíneas Santo Domingo, S.A.</p> <p>Qcc Nombre comercial: Air Santo Domingo (Dba trading name: Air Santo Domingo) Dirección del explotador: Aeropuerto Internacional Dr. Joaquín Balaguer, Hangar #7, Santo Domingo Norte, Distrito Nacional, República Dominicana. (Operator address) Teléfono: +1 809-828-4117 (Telephone) Fax: 1-809-372-8817 Correo: opsdirector@flyasd.com (E-mail)</p>	<p>PUNTOS DE CONTACTO OPERACIONALES (OPERATIONAL POINTS OF CONTACT)</p> <p>La información de contacto, donde se puede ubicar a las autoridades de gestión operacional sin demoras indebidas, se proporciona en Manual General de Operaciones (MGO), Capítulo 1, Sección Personal).</p> <p>(Contact details, at which operational management can be contacted without undue delay, are listed in General Operation Manual (GOM), Chapter 1, Section Personnel)</p>
<p>Por el presente, se certifica que Aerolíneas Santo Domingo, S.A., está autorizado a realizar operaciones de transporte aéreo comercial según se define en las especificaciones de las operaciones que se adjunta, de conformidad con el manual de operaciones y con RAD 119.21(b)</p> <p>(This certificate certifies that Aerolíneas Santo Domingo, S.A., is authorized to perform commercial air operations, as defined in the attached operations specifications, in accordance with the operations manual and the RAD 119.21(b))</p>		
<p>Fecha de expedición: 09/08/2016 (Date of issued: 09/08/2016)</p>	<p>Nombre y firma: Dr. Alejandro Herrera Rodríguez (Name and signature:) Título: Director General (Title: General Manager)</p> 	



REPÚBLICA DOMINICANA
INSTITUTO DOMINICANO DE AVIACIÓN CIVIL
DIRECCIÓN DE NORMAS DE VUELO

Formulario No. 0070

EXHIBIT

2

ESPECIFICACIONES DE LAS OPERACIONES
(OPERATIONS SPECIFICATIONS)

(sujetas a las condiciones aprobadas en el manual de operaciones)
(subject to the approved conditions in the operations manual)

INFORMACIÓN DE CONTACTO EN EL INSTITUTO DOMINICANO DE AVIACIÓN CIVIL
(INSTITUTO DOMINICANO DE AVIACION CIVIL CONTACT DETAILS)

Teléfono: 809-274-4322 Ext. 2114
(Telephone)

Correo electrónico: marino.cruz@idac.gov.do
(E-mail)

Correo electrónico: pcebrera@idac.gov.do
(E-mail)

Nota: Los correos electrónicos incluyen al Inspector a cargo y el encargado del Departamento respectivamente. Ver detalles del contacto en <http://idac.gov.do/normas-de-vuelo/operaciones/contactos/> o <http://idac.gov.do/normas-de-vuelo/aeronavegabilidad/contactos/>

(Note: The e-mails include the Inspector in charge and Office Manager respectively. See details at: <http://idac.gov.do/normas-de-vuelo/operaciones/contactos/> or <http://idac.gov.do/normas-de-vuelo/aeronavegabilidad/contactos/>)

AOC núm.: ASDA007A
(AOC#)

Nombre del explotador: Aerolíneas Santo Domingo, S.A.
(Operator name)

dd-mm-yyyy
Fecha: 09-11-2016
(Date)

Firma:
(Signature)



Dbá razón social: AIR SANTO DOMINGO
(Dbá trading name)

Modelo de aeronave: BAE-JetStream BA 3101
(Aircraft model)

Tipos de operaciones: Transporte aéreo comercial: ☒ Pasajeros: ☒ Carga ☒ Otros:
(Types of operation) (Commercial air transportation) (Passengers) (Cargo) (Other)

Área de operaciones: Caribe - Países e Islas del Mar, Antillas Menores.
(Area(s) of operation) (Caribbean - Countries and Islands of the Caribbean Sea, Great Antilleans, Lesser Antilleans)
Caribe - Países e Islas del Norte del Mar Caribe, Antillas Mayores
(Caribbean, Countries and Islands of the North Caribbean Sea)
Caribe - Países e Islas del Sur del Mar Caribe
(Caribbean, Countries and Islands of the South Caribbean Sea)
Caribe - Puerto Rico (Caribbean - Puerto Rico)
Norte, Centro y Sur América
(North, Central and South America)
Estados Unidos y sus 48 Estados
(United State and its 48 State)
Canada

Limitaciones especiales: NO
(Special limitations)

AUTORIZACIONES ESPECIALES (SPECIAL AUTHORIZATIONS)	SI (YES)	NO (NO)	APROBACIONES ESPECIFICAS (SPECIFIC APPROVALS)	COMENTARIOS (REMARKS)
Mercancías peligrosas (Dangerous goods)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A
Operaciones con baja visibilidad (Low visibility operations)				
Aproximación y aterrizaje (Approach and landing)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CAT: 1 RVR: 800 m DH: 200 ft	Manual de Operaciones (MO) Capítulo 9, Pág. 4 (GOM, Chapter 9, Pág. 4)
Despegue (Take-off)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RVR: 800 m	Manual de Operaciones, Cap. 9, Pág. 6 (OM, Chapter 9, Pág. 6)
Créditos operacionales (Operational credits)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A

Revisión: 01

Emitted el 09/11/2016 a las 01:07 PM

Página 1 de 2



Office of the Secretary
of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information for this collection of information is estimated to average 30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 400 7th St., SW., Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see **Filing Instructions** below.

OMB No. 2106-0030 Expires 9-30-2007

FOREIGN AIR CARRIERS - CERTIFICATE OF INSURANCE

POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administration, Air Transportation Div., AFS-260, 800 Independence Ave., SW., Washington, DC 20591. (See **EXCEPTION** below.)

EXCEPTION: If Section 2.A is filled in because the insured is a *Canadian Charter Air Taxi Operator*, file an original of this form with the U.S. Department of Transportation, Special Authorities Division (X-46), 400 7th Street, SW, Washington, D.C. 20590

(Please type information, except signatures.)

THIS CERTIFIES THAT: Lloyd's of London and other International Insurers each for their own part

(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Aerolineas Santo Domingo, S.A.

Aeropuerto Internacional La Isabela, Santo Domingo, Dominican Republic

FAA Certificate Number 2A0F349F

(Name, Address, and FAA Certificate Number of Insured Foreign Air Carrier)

effective from July 28, 2019

until ten (10) days after written notice from the insurer or carrier of the intent to

terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- ☐ is licensed to issue aircraft insurance policies in the United States;
- ☒ is licensed or approved by the government of Aruba to issue aircraft insurance policies; or
- ☐ is an approved surplus line insurer in the State(s) of _____

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "foreign air transportation" as that term is defined in 49 U.S.C. 40102.
(Complete applicable section A, B, or C below):

A. CANADIAN AIR TAXI OPERATORS WITH PART 294 AUTHORITY ONLY

The aircraft covered by this policy have: (1) 30 or fewer passenger seats and a maximum payload capacity of 7,500 pounds or less; and/or (2) a maximum authorized takeoff weight on wheels of no more than 35,000 pounds.

(Complete separate or combined coverage as appropriate):

		Minimum Limit	
Policy No.	Type of Liability	Each Person	Each Occurrence
<input type="checkbox"/> Separate Coverages			
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$75,000	\$2,000,000* (See note)
	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft
<input type="checkbox"/> Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.			
Policy No. _____	Amount of Coverage _____	U.S. Dollars	
<input type="checkbox"/> This policy covers CARGO operations only and excludes passenger liability insurance.			

***NOTE:** If the aircraft covered by this policy have more than 30 passenger seats or more than a maximum payload capacity of 7,500 pounds, the minimum limit per occurrence shall be \$20,000,000.

B. FOREIGN AIR CARRIERS OPERATING SMALL AIRCRAFT

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). *(Complete separate or combined coverage as appropriate):*

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$2,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☒ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damaged, and passenger bodily injury.

Policy No. B0507AV19 Amount of Coverage 150,000,000. U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

C. FOREIGN AIR CARRIERS OPERATING LARGE AIRCRAFT

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). *(Complete separate or combined coverage as appropriate):*

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each Person	Each Occurrence
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

☐ Combined Coverage: This combined coverage is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damaged, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____ U.S. Dollars

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) *(Check One)*:

Make and Model

FAA or foreign flag registration No.

☐ Operations conducted with all aircraft operated by the insured

☒ Operations conducted with the following types of aircraft:

Jetstream 31/32

HI-918, HI-856

☐ Operations with the following aircraft: (Use additional page if necessary)

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.

Lloyd's of London and other International insurers

(Name of Insurer)

(Name of Insurer)

c/o Insurance Aviation LLC, 100 SE 2nd St., Ste 2000

(Address)

(Address)

Miami

(City)

FL

(State)

33131

(Zip Code)

(City)

(State)

(Zip Code)

Nick Sirianni

Contact (person who can verify the effectiveness of the coverage)

Contact (person who can verify the effectiveness of the coverage)

305-588-0118

(Area Code, Phone Number)

(Area Code, Fax Number)

(Area Code, Phone Number)

(Area Code, Fax Number)

Nick Sirianni

(Signature, if applicable)

8/7/2019

(Date)

(Signature, if applicable)

(Date)



U.S. Department of Transportation
Office of the Secretary of Transportation

Docket OST 95-236

AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain

[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

*Either alternative may be used.

(Signature and Date)

(Printed Name and Title)

(Name and Address of Carrier)

Jose M. Patin - President

Aerolíneas Santo Domingo.

Aeropuerto Internacional Dr. Joaquín Balaguer,

La Isabela, Santo Domingo, Dominican Republic.



U.S. Department of Transportation
Office of the Secretary of Transportation

Docket OST 95-236

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Jose M. Patin - President

Aerolíneas Santo Domingo.

Aeropuerto Internacional Dr. Joaquín Balaguer,

La Isabela, Santo Domingo, Dominican Republic.



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.

Issued by the Department of Transportation on April 22, 2019

NOTICE OF ACTION TAKEN -- DOCKET DOT-OST-2000-6796

This serves as notice to the public of the action described below, taken by the Department official indicated (no additional confirming order will be issued in this matter).

Applicant: **Aerolineas Santo Domingo, S.A.**

Date Filed: January 21, 2019

Relief requested: Renew exemption from 49 U.S.C. § 41301 to engage in scheduled foreign air transportation of persons, property and mail between any point or points in the Dominican Republic, on the one hand, and Miami, Florida; New York, New York; and points in Puerto Rico, on the other hand, and to conduct charters in accordance with Part 212 of the Department's rules. The applicant requests that the authority be granted for a two-year term.

If renewal, date and citation of last action: February 26, 2018, in this docket

Applicant representative: Luis A. Irizarry (787) 752-7621

DOT Analyst: Shelita A. Johnson (202) 366-1226

Responsive pleadings: None filed

DISPOSITION

Action: Approved in part (one-year grant), remainder (request for longer-term authority) dismissed ¹

Action date: April 22, 2019

Effective dates of exemption authority granted: April 22, 2019 – April 22, 2020

Basis for approval (bilateral agreement/reciprocity): Air Transport Agreement between the United States and the Dominican Republic, dated July 22, 1986

Except to the extent exempted/waived, this authority is subject to the terms, conditions, and limitations indicated:

 X Standard exemption conditions (attached)

Action taken by: Brian J. Hedberg, Director
Office of International Aviation

Under authority assigned by the Department in its regulations, 14 CFR Part 385, we found that (1) the applicant is qualified to perform the proposed operations; (2) our action was consistent with Department policy; (3) grant of the authority was consistent with the public interest; and (4) grant of the authority would not constitute a major regulatory action under the Energy Policy and Conservation Act of 1975. To the extent not granted/deferred/dismissed, we denied

¹ The one-year duration of the authority we granted is consistent with our usual policy of granting exemption authority in the circumstances presented. We, therefore, dismissed the application to the extent that it sought authority for a longer period.

all requests in the referenced Docket. We may amend, modify, or revoke the authority granted in this Notice at any time without hearing at our discretion.

Persons entitled to petition the Department for review of the action set forth in this Notice under the Department's regulations, 14 CFR § 385.30, may file their petitions within seven (7) days after the date of issuance of this Notice. This action was effective when taken, and the filing of a petition for review will not alter such effectiveness.

An electronic version of this document is available on the World Wide Web at:
<http://www.regulations.gov>

Foreign Air Carrier Exemption Conditions

In the conduct of the operations authorized, the foreign carrier applicant shall:

- (1) Not conduct any operations unless it holds a currently effective authorization from its homeland for such operations, and it has filed a copy of such authorization with the Department;
- (2) Comply with all applicable requirements of the Federal Aviation Administration, the Transportation Security Administration, and with all applicable U.S. Government requirements concerning security, including, but not limited to, 14 CFR Parts 129, 91, and 36 and 49 CFR Part 1546 or 1550, as applicable. To assure compliance with all applicable U.S. Government requirements concerning security, the holder shall, before commencing any new service (including charter flights) from a foreign airport that would be the holder's last point of departure for the United States, contact its International Industry Representative (IIR) (formerly referred to as International Principal Security Inspector) to advise the IIR of its plans and to find out whether the Transportation Security Administration has determined that security is adequate to allow such airport(s) to be served;
- (3) Comply with the requirements for minimum insurance coverage contained in 14 CFR Part 205, and, prior to the commencement of any operations under this authority, file evidence of such coverage, in the form of a completed OST Form 6411, with the Federal Aviation Administration's Program Management Branch (AFS-260), Flight Standards Service (any changes to, or termination of, insurance also shall be filed with that office);
- (4) Not operate aircraft under this authority unless it complies with operational safety requirements at least equivalent to Annex 6 of the Chicago Convention;
- (5) Conform to the airworthiness and airman competency requirements of its Government for international air services;
- (6) Except as specifically exempted or otherwise provided for in a Department Order, comply with the requirements of 14 CFR Part 203, concerning waiver of Warsaw Convention liability limits and defenses;
- (7) Agree that operations under this authority constitute a waiver of sovereign immunity, for the purposes of 28 U.S.C. 1605(a), but only with respect to those actions or proceedings instituted against it in any court or other tribunal in the United States that are: (a) based on its operations in international air transportation that, according to the contract of carriage, include a point in the United States as a point of origin, point of destination, or agreed stopping place, or for which the contract of carriage was purchased in the United States; or (b) based on a claim under any international agreement or treaty cognizable in any court or other tribunal of the United States. In this condition, the term "international air transportation" means "international transportation" as defined by the Warsaw Convention, except that all States shall be considered to be High Contracting Parties for the purpose of this definition;
- (8) Except as specifically authorized by the Department, originate or terminate all flights to/from the United States in its homeland;
- (9) Comply with the requirements of 14 CFR Part 217, concerning the reporting of scheduled, nonscheduled, and charter data;
- (10) If charter operations are authorized, except as otherwise provided in the applicable aviation agreement, comply with the Department's rules governing charters (including 14 CFR Parts 212 and 380);
- (11) Comply with such other reasonable terms, conditions, and limitations required by the public interest as may be prescribed by the Department, with all applicable orders or regulations of other U.S. agencies and courts, and with all applicable laws of the United States; and
- (12) Be subject to all applicable provisions of any treaty, convention or agreement affecting international air transportation now in effect, or that may become effective during the period this exemption remains in effect, to which the United States and the holder's homeland are or shall become parties.

This authority shall not be effective during any period when the holder is not in compliance with the conditions imposed above. Moreover, this authority cannot be sold or otherwise transferred without explicit Department approval under Title 49 of the U.S. Code.

6/2018