

CENTRAL WEST VIRGINIA REGIONAL  
AIRPORT AUTHORITY

MINIMUM STANDARDS FOR  
COMMERCIAL AERONAUTICAL  
ACTIVITIES  
AT THE  
WEST VIRGINIA INTERNATIONAL  
YEAGER AIRPORT

DRAFT



YEAGER AIRPORT

\_\_\_\_\_ 2022

**Minimum Standards for Commercial Aeronautical Activities at the  
West Virginia International Yeager Airport**

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**Central West Virginia Regional Airport Authority  
Minimum Standards for Commercial Aeronautical Activities at the  
West Virginia International Yeager Airport**

**I. PREFACE**

These Minimum Standards for Commercial Aeronautical Activities at the West Virginia International Yeager Airport (the “Minimum Standards”) are hereby established by the Central West Virginia Regional Airport Authority (the “Authority”), effective [DATE] (the “Effective Date”), in its authority to manage and control the operations of the West Virginia International Yeager Airport (the “Airport” or “CRW”). The Minimum Standards are intended to further the Authority’s strategic plan and vision for the Airport, through which the Authority intends for the Airport “to become the most important economic engine for the State of West Virginia through advances in aviation and education”<sup>1</sup> and be the region’s center of aviation, supporting economic development by growing travel, cargo, and business services for our customers and communities. The commercial and general aviation activity at the Airport are intended to be a catalyst for economic development locally and regionally – creating jobs and supporting businesses throughout the region.

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<sup>1</sup> See Central West Virginia Regional Airport Authority, *Yeager Airport Organizational Vision* (Sept. 23, 2019) (available at: <https://yeagerairport.com/wp-content/uploads/2021/05/Organizational-Vision-September-23-20194.pdf>).

## II. DEFINITIONS

The following words and terms shall have meanings as indicated below, unless the context clearly requires otherwise:

**Aeronautical Activity** means any activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations.

**Agreement** means a written, legally enforceable contract between the Authority and any Person concerning access to and use of the Airport and/or the development and occupancy of certain land, facilities, or improvements on the Airport, including without limitation a lease, license, permit, or other form of operating or use agreement.

**Air Charter, Air Taxi, and Aircraft Management** means the Commercial Aeronautical Activity of providing air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration or the providing Aircraft flight dispatch, flight crews, or Aircraft maintenance coordination on behalf of an Aircraft Operator.

**Aircraft** means any machine or contrivance now known or hereafter designated, invented, or used for navigation or flight in the air.

**Aircraft Rental** means the Commercial Aeronautical Activity of renting or leasing Aircraft for compensation.

**Aircraft Restoration and Refurbishing** means the Commercial Aeronautical Activity of restoring, refurbishing, or repainting Aircraft structures, propellers, accessories, interiors, exteriors, and components, after which the Aircraft will continue to operate. This category of activity excludes the demolition or salvage of Aircraft, after which Aircraft will not continue to operate.

**Aircraft Sales** means the Commercial Aeronautical Activity of the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

**Airframe and Power Plant Maintenance** means the Commercial Aeronautical Activity of providing airframe and power plant services which include the repair, maintenance, inspection, constructing, and making of modifications and alterations to Aircraft, Aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, as currently in effect or as it may hereafter be amended.

**Airline Ground Handler** means a Commercial Aeronautical Operator that provides ground handling services under an executed contract at the Airport identified in Section 3.02(B) of the Scheduled Airline Operating Agreement and Building Lease.

**Airport** means the West Virginia International Yeager Airport and all of the area, buildings, facilities, and improvements within the interior boundaries of such Airport as it now exists, or as it may hereafter be extended or enlarged, and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration or any future approved Airport Layout Plans, together with certain easements and beacon sites used in connection herewith.

**Airport Operations Area or “AOA”** means the area of the Airport identified in the Airport Security Program that includes the Aircraft movement areas (i.e. runways, taxiways, and taxilanes), Aircraft parking areas, loading ramps, safety areas, hangars, and any adjacent areas that are not separated by adequate security systems, measures, or procedures. Those areas defined as “Airport Operations Area” under this definition shall not supersede any definitions contained in contractual agreements entered into with the Authority or defined in the Airport Security Program.

**Airport Security Program or “ASP”** means the written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.

**Authority** means the Central West Virginia Regional Airport Authority, a public corporation, and its Board of Members as created in accordance with the provisions of Chapter 8, Article 29 of the Code of the State of West Virginia.

**Authority Chairperson** means the individual that is the Chair of the Authority and who is legally authorized to execute Agreements on behalf of the Authority.

**Authority-Issued Identification Media** means any credential, card, badge, or other media issued by the Authority for identification purposes and use at the Airport. This includes, but is not limited to, media signifying unescorted access to the AOA, secured area, security identification display area, sterile area, or to any other area. Identification media does not include "visitor" media issued to individuals who must be under Authority-approved escort on a limited-time or limited-use basis.

**AVGAS** means aviation gasoline, 100LL or equivalent, intended for use in piston Aircraft.

**Avionics Sales and Maintenance** means the Commercial Aeronautical Activity of providing for the repair, service, or installation of Aircraft radios, instruments, and accessories. Such operation may include the sale of new or used Aircraft radios, instruments, and accessories.

**Banner Towing** means the Commercial Aeronautical Activity of utilizing an Aircraft to tow a banner (an advertising medium supported by a temporary framework attached externally to the aircraft and towed behind the aircraft).

**Airport Director and CEO** means the individual employed by the Authority, and designated as such, to manage the normal and daily activities and provide continuity for long range planning and development of the Airport.

**Commercial Aeronautical Activity** means the sale, exchange, trading, buying, merchandising, hiring, marketing, promotion, or selling of commodities, goods, services, or property, or any revenue-producing activity made available to the public in connection with Aeronautical Activities.

**Commercial Aeronautical Operator** means a Person conducting a Commercial Aeronautical Activity at the Airport pursuant to an Agreement with the Authority.

**Commercial Fueling** means the fueling of Aircraft by the Authority FBO for compensation. Compensation may be earned for the sale of Aircraft fuel, the storage of Aircraft fuel, the fuel dispensing service, and/or defueling of Aircraft.

**Commercial Self-Service Fueling** means the fueling of Aircraft by an Aircraft owner or operator, or their employees, at a fuel storage and dispensing facility provided by the Authority where a meter and credit card acceptance point-of-sale device is installed.

**Crop-Dusting and Aerial Application Services** means the Commercial Aeronautical Activity that involves the operation of Aircraft for the purpose of (1) dispensing any economic poison, (2) dispensing any other substance intended for plant nourishment, soil treatment, propagation of plant life, or pest control, or (3) engaging in dispensing activities directly affecting agriculture, horticulture, or forest preservation, but not including the dispensing of live insects.

**FAA** means the Federal Aviation Administration.

**Fixed Base Operator or “FBO”** means the entity that maintains and operates facilities at the Airport for the purpose of performing the Commercial Aeronautical Activities listed on Appendix B pursuant to the Authority’s proprietary exclusive right as well as other Commercial Aeronautical Activities in accordance with these Minimum Standards.

**Flight Training** means the Commercial Aeronautical Activity of instructing pilots in dual and solo flight, in fixed or rotary wing Aircraft, and related ground school instruction as necessary to complete an FAA written pilot’s examination and flight check ride for various categories of pilot’s licenses and ratings. Flight Training includes any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency. Flight Training also includes simulator training for pilot or crew proficiency.

**Flying Club** means a non-profit or not-for-profit entity organized for the express purpose of providing its members with Aircraft for personal use only.

**Grant Assurances** means the standard set of conditions agreed to by and obligating airport sponsors, including the Authority, in connection with their agreements with the federal government relative to the operation and maintenance of the airport. A list of the complete Airport Grant Assurances may be found at: [https://www.faa.gov/airports/aip/grant\\_assurances/](https://www.faa.gov/airports/aip/grant_assurances/).

**Ground Support Equipment Maintenance** means the Commercial Aeronautical Activity of fueling, maintaining, servicing, and repairing service and maintenance equipment used at the Airport to support Aeronautical Activities.

**Ground Vehicle** means a non-Aircraft self-propelled vehicle including, but not limited to, automobiles, trucks, vans, buses, mobile fueling and refueling vehicles, de-icing vehicles, Aircraft tugs, belt loaders, “Follow Me” golf carts, ATVs, and any other motorized vehicle that is used for the processing and/or servicing of Aircraft.

**Jet Fuel** means aviation fuel intended for use in turbine Aircraft.

**Minimum Standards** means those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Commercial Aeronautical Activities at the Airport.

**MOGAS** means automotive gasoline approved for use in piston Aircraft.

**Non-Airport Based Mechanic Services** means the Commercial Aeronautical Activity of providing certain limited maintenance or annual inspections on aircraft based at the Airport, where the Person conducting such activity is an individual (i.e., not employed by a company that engages in Aircraft maintenance and repair) subject to the provisions of Section VII.M.

**Person** means any individual, partnership, limited partnership, corporation, limited liability company, association, joint venture, club, or professional limited liability corporation, or other legal entity (including any assignee, sublessee, receiver, trustee, or representative).

**Rules and Regulations** means the document adopted by the Authority that defines the rules, regulations, guidelines, and enforcement guidelines for the operation of the Airport.

**Security Information Display Area or “SIDA”** means the portion of the Airport identified in the Airport Security Program and in which security training, criminal history background check, and identification are required.

**Self-service** means the act of providing maintenance, fueling, or service of any Aircraft by a Person who owns, or leases and has exclusive control over, such Aircraft. The right to Self-service is recognized by FAA regulations and policies. Self-service may be provided only by such Person or its employees, and may not be conducted by independent contractors or third parties, provided that such Self-service complies with all applicable restrictions to safeguard Airport safety and security, including those in the Airport Rules and Regulations regarding Self-service.

**Skydiving/Parachute Operations and Ultralight** means the Commercial Aeronautical Activity involving using Aircraft to conduct parachuting operations where individuals are assisted in jumping out of Aircraft by a device used or intended to be used to retard the fall of a body or object through the air to land in a designated drop zone and/or selling, renting, and/or maintaining ultralight Aircraft.

**Special Aeronautical Event** means air shows, air races, fly-ins, skydiving, or other similar aeronautical events requiring the general use of the Airport for other than routine Airport operations.

**Specialized Aeronautical Service Operator or “SASO”** means a Person that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include Commercial Fueling, Commercial Self-Service Fueling, or any other Commercial Aeronautical Activity that may be listed on Appendix B and that is being performed by the Authority pursuant to its proprietary exclusive right.

**Specialized Flying Services** means providing specialized commercial flying services including but not limited to nonstop sightseeing tours, aerial photography or surveying, powerline or pipeline patrol, agricultural spraying, firefighting or fire patrol, air ambulance, airborne mineral exploration, or other air transportation operations specifically excluded from 14 C.F.R. Part 135.

**Terminal** means the commercial passenger terminal located at the Airport.

**Through-the-Fence Operations** means the movement of Aircraft or provision of services between the AOA at the Airport and land adjacent to, but not part of, the Airport property.

TSA means the Transportation Security Administration.

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### III. INTRODUCTION

#### A. Legal Authority and Purposes

1. The Authority, a public corporation, and its Board of Members were created in accordance with the provisions of Chapter 8, Article 29 of the Code of the State of West Virginia, which governs the use and operation of properties and facilities under the control of the Authority.
2. The Authority adopts these Minimum Standards pursuant to the Authority's legal power as the operator, sponsor, and proprietor of the Airport.
3. These Minimum Standards are adopted to achieve the following objectives:
  - (a) To promote the safe, secure, and orderly use of the Airport.
  - (b) To maintain good working conditions and standards of employment for all staff, tenants, subtenants, and authorized licensees and permittees using the Airport.
  - (c) To ensure that high standards of safety and security are achieved and maintained at all times.
  - (d) To cooperate and work together with all entities, including the West Virginia Air Guard, all tenants of the Airport, and the surrounding communities.
  - (e) To provide quality Fixed Base Operator ("FBO") services through the proprietary exclusive FBO owned and operated by the Authority and related aeronautical services through Specialized Aeronautical Service Operators ("SASOs") to all users of the Airport that promote general aviation growth for the region.
  - (f) To plan and take necessary action to ensure the Airport progresses economically, operationally, and financially.
  - (g) To maintain a baseline quality of service for Airport users;
  - (h) To protect Airport users and tenants from unlicensed and unauthorized products and services;
  - (i) To enhance the availability of adequate qualified services for all Airport users and tenants;
  - (j) To promote the orderly development of Airport land;

- (k) To provide a clear and objective distinction between aeronautical service providers that will provide a satisfactory level of service and those that will not; and
  - (l) To prevent discriminatory treatment between aeronautical service providers.
4. All Commercial Aeronautical Activities conducted on the Airport must be authorized in an Agreement approved by the Authority, as appropriate, and all such Agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with these Minimum Standards and the Rules and Regulations. A current copy of the Minimum Standards and Rules and Regulations shall be made available for review in the Airport Director's Office and on the Airport's website.
  5. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.
  6. In addition to the Minimum Standards, all Persons on the Airport are subject to all applicable provisions of federal, state, and local laws, rules, and regulations, including without limitation the adopted Rules and Regulations, FAA regulations, laws of the State of West Virginia, and ordinances of Kanawha County.
  7. The invalidation of any specific provision shall not affect the validity of the remainder of the Minimum Standards.
  8. References and citations in the Minimum Standards to ordinances, laws, Rules and Regulations, codes, policies, standards, and guidelines promulgated by Kanawha County, the State of West Virginia, the United States, and public and private bodies include any amendments as may be adopted thereto after the Authority's adoption of these Minimum Standards.
  9. The Authority reserves the right to review the Minimum Standards periodically and adopt revisions as deemed appropriate, at the sole discretion of the Authority.

**B. Effectiveness and Amendment**

1. These Minimum Standards are hereby adopted and issued effective upon the Effective Date. All Minimum Standards previously issued or adopted are hereby revoked and superseded as of the Effective Date.
2. The Minimum Standards apply to all Persons conducting or proposing to conduct a Commercial Aeronautical Activity, whether or not such Person is based at the Airport.

3. The provisions of the Minimum Standards shall apply to any new Agreement and to any material amendment to an existing Agreement authorizing a Commercial Aeronautical Activity at the Airport. The provisions of the Minimum Standards shall apply to the greatest extent permissible under any Agreement for use of the Airport, and all Agreements executed after the adoption of the Minimum Standards shall be subject to all such Minimum Standards as well as any future amendments to Minimum Standards and will not be grandfathered into any provision from any expired Agreement that is different than the then-current Minimum Standards. Executed Agreements must be signed by the CEO & Airport Director or their designee and the Authority Chairperson or the Chairperson's designee in order to be considered legally binding on behalf of the Authority.
4. A Person may request an advisory opinion from the Airport Director and CEO as to the application of the Minimum Standards to such Person.
5. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the party to the Agreement may seek an extension or renewal of the Agreement in accordance with the procedural and substantive requirements of the Minimum Standards then in effect and/or the express terms of the Agreement. Any variances from the Minimum Standards granted for existing Agreements will automatically terminate upon the expiration or renegotiation of any existing Agreement and the then-current applicable Minimum Standards will apply for all future Agreements.

### **C. Reservation of Rights**

1. The grant of a privilege to conduct a Commercial Aeronautical Activity at the Airport by any form of Agreement with a Person shall not be considered in any manner as granting any Person an exclusive right to conduct an Aeronautical Activity at the Airport, other than the use of premises which may be leased or subleased exclusively to such Person, and then only to the extent provided for in such Agreement.
2. The Authority reserves the right to decline to execute an Agreement with any Person wishing to conduct an Aeronautical Activity at the Airport if the Authority determines upon examination that the Person refuses or will be unable in the opinion of the Authority to comply with the Minimum Standards throughout the Term of such Agreement.
3. The Authority reserves the right to plan and develop the Airport in the best interests of the Authority, tenants, and other Airport users. The Authority may designate specific areas of the Airport in which specific Aeronautical Activities may be conducted. The Authority may change these designations from time to time, and may relocate tenants or decline to extend or renew an Agreement because of a change in designation where the premises can be used for a higher and better use in the sole opinion of the Authority.

Relocation of existing tenants will be subject to and conducted in the manner provided for in an Agreement, by mutual agreement, by exercise of eminent domain by the Authority in the manner provided under West Virginia law, or otherwise in accordance with applicable law.

4. In addition to any other reason provided by law or agreement, the Authority reserves the right to inspect facilities used for Commercial Aeronautical Activities for the purpose of ensuring compliance with the Minimum Standards and Rules and Regulations; Agreement provisions; building and occupancy codes; as well as for compliance with any federal, state, or local requirements or guidelines. The Authority further reserves the right to audit records of Persons with an Agreement including for the purpose of ensuring proper payment of rates, fees, and charges as may be imposed hereunder and/or in such Agreement.
5. Although the Authority reserves the right to engage in any and all Commercial Aeronautical Activities, as permitted by applicable law, either in competition with private Persons or by exercise of its proprietary exclusive right, the Authority acknowledges the important role and contribution of the private sector in the conduct of Commercial Aeronautical Activities at the Airport and encourages private Persons conducting Commercial Aeronautical Activities whenever possible except for those services provided by the proprietary exclusive FBO that is owned and operated by the Authority.

#### **D. Administration and Enforcement**

1. The Airport Director and CEO has primary responsibility for the interpretation and application of the Minimum Standards and is authorized to issue directives and interpretive guidance in conformity with the Minimum Standards.
2. At the designation of the Airport Director and CEO, Authority employees, agents, and consultants are authorized to assist in the application and implementation of the Minimum Standards, principally through communications with Commercial Aeronautical Operators and other Airport users on the content and proper interpretation of the Minimum Standards.
3. The principal means of enforcing the provisions of the Minimum Standards will be through an Agreement authorizing a Person to conduct a Commercial Aeronautical Activity at the Airport.
4. Violations of the Minimum Standards as determined solely by the Authority may constitute default under an Agreement, and the Authority may pursue termination and eviction in such event. In the event of such termination, the Commercial Aeronautical Operator shall peaceably vacate the premises

on the Airport, surrender any Authority-Issued Media Identification, and possession of the premises shall revert to the Authority free and clear. The Commercial Aeronautical Operator shall cease all operations involving the Airport and shall have no further right to conduct business at the Airport. If the Commercial Aeronautical Operator fails to make such surrender, the Authority shall have the right, immediately and without further notice to the Commercial Aeronautical Operator to terminate all Authority-Issued Media Identification; to enter and take full possession of the space occupied by the Commercial Aeronautical Operator at the Airport by force or otherwise; and to remove any and all parties, goods, and properties not belonging to the Authority found within or upon the same, at the sole expense of the Commercial Aeronautical Operator. Any payments paid to or due the Authority under the terms of the Agreement will remain due and payable according to the terms of the Agreement.

5. The Authority may decline to enter into an Agreement with any Person found to have violated the Minimum Standards and/or the adopted Rules and Regulations in the sole opinion of the Authority.
6. These enforcement procedures are in addition to any remedies or penalties authorized by an Agreement, or pursuant to law or regulation. Nothing herein is intended to limit the Authority's ability to exercise any other right or remedy available to it under an Agreement or applicable law.

#### **E. Rates, Fees, and Charges**

##### **1. General**

(a) The Authority reserves the right to impose rates, fees, and charges for use of the Airport for the following purposes: to compensate the Authority for its costs to operate, maintain and develop the Airport; to make the Airport as financially self-sufficient as possible in accordance with Airport Grant Assurances; to compensate the Authority for the privilege of conducting commercial activities on, and deriving revenue from operations at the Airport; and to derive a reasonable rate of return from the use of Airport facilities that will be used to fund the expense of operating and developing the Airport.

(1) The Authority's imposition of any and all such rates, fees and charges shall not affect a Person's obligation to pay any taxes as may be assessed by an authorized taxing jurisdiction, including without limitation possessory interest, sales and fuel taxes.

(b) The Authority reserves the right to review the fees charged by Persons providing products and services to the public at the Airport.

##### **2. Adoption and Administration**

- (a) The Authority may periodically adopt and direct publication of a schedule of rates, fees, and charges. The rates, fees, and charges may be adjusted from time to time by the adoption and publication of a new schedule. A copy of the most current rates, fees, and charges schedule will be kept on file at the office of the Airport Director and CEO. Neither the adoption nor amendment of the schedule of rates, fees, and charges shall require an amendment to the Minimum Standards.
- (b) All Persons on the Airport shall be liable to pay the then-current rates, fees, and charges applicable to their use of, and activities on, the Airport, except in the event that different rates, fees, or charges are established in an Agreement existing prior to the Effective Date and such Agreement does not permit or provide for adjustment of the rates, fees, and charges by the means provided herein.
- (c) Non-payment of rates, fees, and charges in accordance with the terms of an or in accordance with a published schedule of rates, fees, and charges may result in termination of the Agreement; eviction from any leased premises; reversion of the premises to the Authority; the suspension or revocation of the right or privilege to conduct an Aeronautical Activity at the Airport; the deactivation of Authority-Issued Identification Media; and/or the impoundment or lien on Aircraft and/or personal property occupying the premises, as may be authorized pursuant to federal and West Virginia law.

**F. Persons Subject to the Minimum Standards**

- 1. The Minimum Standards shall apply to any Person proposing to conduct a Commercial Aeronautical Activity for which Minimum Standards are prescribed herein. Commercial Aeronautical Operators subject to the Minimum Standards include Specialized Aviation Service Operators.
- 2. The Minimum Standards prescribed herein, except Section B (*Application Requirements*), shall apply to the Authority, without waiver or variance, in any instance in which the Authority is conducting a Commercial Aeronautical Activity at the Airport. It is recognized that the FBO at the Airport is owned by the Authority and managed and staffed with Authority employees and qualifies for proprietary exclusive rights.
- 3. The Minimum Standards shall not apply to an air carrier with respect to the conduct of scheduled passenger operations at the Airport; provided that the Minimum Standards shall apply to each Airline Ground Handler regardless of whether the Ground Handler is staffed with Airline employees or is a third-party contractor.

4. No Person shall be permitted to conduct a Commercial Aeronautical Activity at the Airport that is not expressly addressed in the Minimum Standards without the Authority's prior written approval. In reviewing a request, the Authority will consider the nature of the Commercial Aeronautical Activity, the proposed business terms, and the compatibility of the Aeronautical Activity with then-existing Airport operations and activities. The Authority further may request review by the FAA to consider, for example, and without limitation, whether the Aeronautical Activity may be conducted safely at the Airport. The Authority may decide, in its sole discretion, to amend the Minimum Standards prior to executing an Agreement authorizing the new Commercial Aeronautical Activity to, for example and without limitation, create a new category of Commercial Aeronautical Operator with attendant requirements and standards.
5. No Person shall be permitted to conduct a Commercial Aeronautical Activity at the Airport in support of an Aeronautical Activity that is prohibited by the FAA, the State of West Virginia, or the Authority.
6. The Minimum Standards shall not apply to the West Virginia Air National Guard and the United States Military branches.

**G. Waivers and Variances**

1. The Authority may waive all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention, firefighting, or military training.
2. The Authority further may waive all or any provision of these Minimum Standards in the event of a bona fide emergency, which may include for example, and without limitation, a natural disaster, acts of terrorism, a pandemic where State or Federal restrictions are imposed to ensure the safety of the general public, or other similar occurrences.
3. The Airport Director and CEO may approve a temporary waiver of the Minimum Standards upon finding that each of the following conditions is satisfied: (i) the Commercial Aeronautical Operator seeking the waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement and the Authority has determined that the product, service, or facility is desired on the Airport; (ii) the operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule; (iii) the schedule is enforceable by the Authority; (iv) the temporary waiver is needed to alleviate the financial burden of initiating a new Commercial Aeronautical Activity at the Airport; and (v) the Airport Director and CEO finds that the temporary waiver will not materially interfere with the Commercial Aeronautical Operator's

ability to provide high quality products, services and facilities to Airport users.

4. The Airport Director and CEO may approve a temporary or permanent variance of the Minimum Standards upon finding that each of the following conditions is satisfied: (i) a special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome; (ii) the variance is narrowly tailored to address the special condition or unique circumstance that the Authority desires to address; (iii) the operator has agreed to come into full compliance with the Minimum Standards if the conditions for granting the variance cease to exist; (iv) the variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport, and (v) the Airport Director and CEO finds that the variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services, and facilities to Airport users.
5. Any waiver or variance approved by the Airport Director and CEO hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and shall not serve to amend, modify, or alter the Minimum Standards nor shall it serve as a precedent for future actions.

#### **H. Additive Standards and Conflicts**

1. The Minimum Standards are intended to be additive, except where otherwise provided herein. A SASO may be required to satisfy multiple requirements hereunder to perform multiple Commercial Aeronautical Activities.
2. In the event of conflicting Minimum Standards for a Commercial Aeronautical Operator performing multiple Aeronautical Services, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard.
3. The Airport Director and CEO, or designee, may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Airport Director and CEO, or designee, determines, in his/her sole discretion, that each of the following conditions is satisfied: (i) the off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users in keeping with the policies hereof; and (ii) the off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport. An off-set granted pursuant to this provision shall not constitute a temporary waiver or temporary variance as provided in Section G(III).

4. Aircraft manufacturing may involve multiple Commercial Aeronautical Activities. Each Aircraft manufacturer shall comply, at a minimum, with the requirements herein for Aircraft Sales. The conduct of ancillary services, such as warranty work on Aircraft sold by the manufacturer, shall not, standing alone, trigger the obligation to comply with the requirements for Airframe and Power Plant Maintenance or other categories of SASOs.

## **I. Non-Tenant Operators**

1. The Authority intends for all Commercial Aeronautical Operators to lease space at the Airport in the minimum area prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without a similar level of financial investment in the Airport and in their business operation as their competitors. Nevertheless, the Authority recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by a Person that does not lease space at the Airport.

Specifically, a Person may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the Airport Director and CEO, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service or that in lieu of leasing space the Person has entered into an Agreement with the Authority for a limited time period whereby the Person is paying a pre-determined fee for the right to operate at the Airport.

The Airport Director and CEO may approve a request from an Person meeting these conditions provided that (i) the Person enters into an Agreement with the Authority identifying the Commercial Aeronautical Activity that may be performed and the rates, fees, and charges assessed for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Person satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.

Notwithstanding the above, a non-Airport based aircraft mechanic may be permitted, subject to the provisions of Section VII.M (*Non-Airport Based Mechanic Services*) herein and all other applicable Minimum Standards, to provide certain specified maintenance services on aircraft located at the Airport. This exception to the general principles stated above may be rescinded or modified by the Airport upon ninety (90) days' notice without formal amendment of these Minimum Standards.

2. The Minimum Standards shall not apply to the following activities:

- (a) Non-commercial Aeronautical Activities, including, without limitation, Flying Clubs or individuals storing their own Aircraft; and
- (b) Self-service, including without limitation self-fueling, by a Person on the Airport,

provided, however, that the above-referenced activities shall be subject to the Rules and Regulations and all other applicable federal, state, and local laws, rules, and regulations.

**J. Prohibited Activities**

1. Through-the-Fence Operations

- (a) These Minimum Standards expressly forbid all Through-the-Fence (TTF) operations. The Authority's obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access. Any violations may cause an Agreement executed with the Person receiving the benefits of the service to be terminated.

2. Cross-Ownership

- (a) All Commercial Aeronautical Operators have an affirmative obligation to identify if they hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in any on-Airport commercial service provider. Consistent with the Authority's obligation to avoid granting exclusive rights, no Commercial Aeronautical Operator may hold or control such interests in more than one on-Airport commercial service provider, absent written authorization by the Authority.

3. Subleasing

- (a) No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use.

4. Fuel Cooperative Organizations (CO-OPS)

- (a) The sale of fuel at the Airport is limited to those entities meeting the Minimum Standards for a Fixed-Base Operator. In addition, an airport sponsor is not required to permit a CO-OP to Self-service,

and the Authority does not permit it at the Airport. Accordingly, CO-OPs are not permitted at the Airport for any purpose.

## **K. Other Policies**

### **1. Special Aeronautical Events**

- (a) Any Special Aeronautical Event held on the Airport by any Commercial Aeronautical Operator or other Airport user, organization, civic, or government entity must be conducted in accordance with an Agreement executed by the Airport Director and CEO prior to the start of the Special Aeronautical Event. The Agreement shall specify the dates and times of the Special Aeronautical Event; areas of the Airport authorized for use during the Special Aeronautical Event; insurance and indemnification to be provided by the Special Aeronautical Event sponsor; fees (if applicable); means to ensure safety and security during the Special Aeronautical Event; special arrangements for Aircraft parking and staging; arrangements for crowd control and pedestrian access to the AOA; arrangements for parking of vehicles and fees (if applicable); concession offerings and fees (if applicable); waste control; reimbursement for Authority costs to support the event; and such other terms and conditions as the Airport Director and CEO may require.

### **2. Non-Aeronautical Property Storage**

- (a) No hangar, T-hangar, or similar structure on the Airport used for the storage of or use by Aircraft, and exterior areas surrounding any such structure, shall be used for the storage of vehicles or property not related to the use, operation, or maintenance of Aircraft in accordance with all applicable FAA regulations and guidelines. This prohibition shall include, without limitation, storage of motor vehicles, recreational vehicles, motorcycles, motorized recreational vehicles, boats and similar floating devices, personal non-aeronautical items, construction materials, and non-airworthy Aircraft unless they are being actively repaired/refurbished in the sole discretion of the Airport Director and CEO. The Airport Director and CEO, or designee, shall have the right of inspection, upon demand, to ensure compliance with this provision. Any prohibited item shall be removed upon reasonable notice by the Airport Director and CEO, or designee, and, if not removed as directed, shall be subject to removal by the Authority at the tenant's sole expense. This prohibition shall not preclude the storage of vehicles on a temporary basis while the occupant is traveling in an Aircraft stored in the structure. The intermittent storage of incidental

equipment that does not impede the access or egress of Aircraft in and out of the hangar is allowable.

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#### IV. APPLICATION PROCESS

##### A. Statement of Interest

1. A Person seeking to conduct a Commercial Aeronautical Activity at the Airport must first submit a written statement of interest to the Airport Director and CEO indicating their interest in conducting such activity(ies) at the Airport and including, at minimum, their full name and contact information; a description of the activity(ies) and how they will be performed, including key personnel and anticipated needed land and facilities/improvements; and the proposed date of commencement of such activity(ies).

##### B. Application

1. Unless the Authority has elected to conduct a competitive process, it will request that the applicant then submit a written application to the Authority in the form prescribed by the Airport Director and CEO, or, in the absence of a form, by providing the following information and any such additional information as may be requested by the Airport Director and CEO:
  - (a) **Operations Plan.** A written proposal detailing the nature of the proposed Commercial Aeronautical Activity to be conducted, space, and facility requirements, and the proposed location of the proposed Commercial Aeronautical Activity on the Airport. This shall include a projected volume by time of day.
  - (b) **Financial Responsibility.** Evidence of the applicant's financial responsibility and ability to meet its financial obligations for operating at the Airport, in such form as determined reasonably necessary by the Airport Director and CEO, including, for example and without limitation, a letter from a recognized financial institution, and/or copies of audited financial statements, and/or a current credit report, and/or SEC Form 10-K's, and/or annual reports for the previous three (3) fiscal years.
  - (c) **Personnel.** A listing, with resumes, of key personnel to be assigned to the Airport, along with a description of their duties and responsibilities and hours of operation.
  - (d) **Certifications.** Copies of all licenses, certifications, and permits possessed by the applicant and key personnel that are necessary or required to perform the proposed Commercial Aeronautical Activity.
  - (e) **Insurance.** Evidence of insurance, or the specific intent to obtain insurance, consistent with the insurance requirements of the Minimum Standards contained in APPENDIX A - hereto.

- (f) **Security Deposit.** The Authority reserves the right to request a security deposit with the submittal of the application to indicate the good faith intentions of the applicant and/or to off-set any costs incurred by the Authority in the consideration of the application. The amount will be determined by the Airport Director and CEO based on the nature of the application.
  - (g) **Petitions in Bankruptcy.** Identify any and all bankruptcies relating to the applicant and the applicant's principals for the previous five (5) years from the date of the application.
  - (h) **Violations of FAA Regulations.** Disclose any and all documented violations by the applicant and/or the applicant's principals of FAA regulations for the previous five (5) years from the date of application.
  - (i) **Notices of Default.** Disclose any and all default notices and corrective actions relating to the applicant or associated companies for the previous five (5) years from the date of the application.
- 2. Requirements to provide documentary evidence of financial responsibility, petitions in bankruptcy, information on violations of FAA regulations, and previous notices of default include the requirement to provide such materials and information pertaining to the Person, its principals, and any other Person of whom the principals of the Person are or were principals or managers.
  - 3. If a limited liability Person is formed for the sole purpose of conducting a Commercial Aeronautical Activity at the Airport, the Airport Director and CEO may require financial information or guarantees of the principals of the Person.
  - 4. An applicant must provide any other information upon the request of the Airport Director and CEO as may be necessary, at the sole discretion of the Airport Director and CEO, to determine the ability of the applicant to meet these Minimum Standards.

**C. Grounds for Denial**

- 1. Any of the following reasons may be grounds for denial of an application by the Authority:
  - (a) The Commercial Aeronautical Activity proposed by the applicant would not meet the Minimum Standards prescribed herein.
  - (b) The Authority has determined, upon examination of the applicant's business plan, financial plan, and information submitted to establish financial responsibility, that the applicant is unlikely to be able to

continue to meet the Minimum Standards prescribed herein throughout the term of an Agreement, including the payment of the required rates, fees, and charges or investment requirements.

- (c) The applicant has supplied the Authority, or any other Person, with false or misleading information or has failed to make full disclosure in their application or supporting documents.
- (d) The applicant has not provided the required security deposit as called for herein.
- (e) No appropriate, adequate, or available space exists at the Airport to accommodate the proposed operation of the applicant at the time of the application, nor is such contemplated within a reasonable time frame.
- (f) The proposed operation, development, and/or construction does not comply with the Master Plan and/or Airport Layout Plan of the Airport in effect at that time, or anticipated to be in effect within the time frame proposed by the applicant.
- (g) The FAA has determined that any proposed development or the related activity would constitute an obstruction or hazard to air navigation.
- (h) The proposed Commercial Aeronautical Activity would require the Authority to spend funds or to supply resources that the Authority is unwilling to spend or supply.
- (i) The applicant, or an officer, director, agent, representative, shareholder, or employee of the applicant, or a Person of which a principal of the applicant was a principal, was party to an Agreement with the Authority that was terminated for cause and/or the applicant, an immediate family member of the applicant, a principal of the applicant, or a Person of which a principal of the applicant was a principal, was previously defaulted by the Authority.
- (j) The applicant, or an officer, director, agent, representative, shareholder, or employee of the applicant, or a Person, of which a principal of the applicant was previously a principal, has been party to litigation or claims, whether threatened or filed, which a reasonable person would determine to be vexatious or frivolous, including, without limitation, administrative litigation, against the Authority concerning Commercial Aeronautical Activities at the Airport.
- (k) The applicant, or an officer, director, agent, representative, shareholder, or employee of the applicant, or a Person of which a

principal of the applicant was a principal, has been debarred or evicted or provided notice of potential debarment or eviction from another public-use airport at which the applicant conducted a Commercial Aeronautical Activity; provided, however, that the Authority, nevertheless, may approve the application upon examination of the facts and circumstances surrounding the actual or potential debarment or eviction.

- (l) The applicant, in the sole judgment of the Authority, poses an undue risk to the safety of operations at the Airport.
- (m) Denial of the application is otherwise appropriate because it would cause the Authority to be in violation of applicable federal, state, or local obligation.
- (n) The applicant proposes to provide services within the scope of an activity currently being exercised by the Authority pursuant to its proprietary exclusive right.

#### **D. Notification of Changes**

1. Commercial Aeronautical Operators must provide the Authority with any information reflecting a material change in the information submitted in an application following the commencement of an Agreement. This information includes, for example, and without limitation: (i) a change in ownership of the Person, (ii) the filing of a petition in bankruptcy or other significant change in the financial status of the Person, (iii) addition or subtraction of principals, (iv) any felony or misdemeanor convictions that would result in loss of airport identification media, (v) any state or federal fines imposed on the operator, (vi) any notices of default or litigation for similar contracts with airports, and (vii) a change in insurance coverage required by the Minimum Standards and/or Rules and Regulations.
2. Commercial Aeronautical Operators must submit to the Airport Director and CEO, or designee, new, updated or amended FAA certificates and ratings applicable to the operator, its employees or contractors, and any revocation of any certificate or ratings, or any other penalties by FAA against the certificate holder, promptly upon the operator's receipt of same.

## V. MINIMUM STANDARDS APPLICABLE TO ALL COMMERCIAL AERONAUTICAL OPERATORS

### A. General

1. The following performance standards apply to all Commercial Aeronautical Operators and Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections VI and VII of these Minimum Standards.

### B. Compliance with Federal, State and Local Requirements

1. Commercial Aeronautical Operators are to comply with all federal, state, and local requirements applicable to their operations.
2. Commercial Aeronautical Operators are to conduct all activities so as to allow the Authority to remain in compliance with all federal, state, and local statutes, ordinances, regulations, orders, policies, and Grant Assurances applicable to the Authority in the operation, maintenance, and development of the Airport.
3. Commercial Aeronautical Operators are to comply with the Rules and Regulations imposed by the Authority applicable to conduct on the Airport.
4. Without limitation of the foregoing, Commercial Aeronautical Operators are to comply with the following requirements:
  - (a) **Security**. Commercial Aeronautical Operators are to comply with the laws, regulations, orders, and directives of TSA, as each may be amended; instructions of law enforcement personnel; and the policies, orders, and directives of the Authority in furtherance of the Airport Security Program.
  - (b) **Safety**. Commercial Aeronautical Operators are to comply with federal, state, and local law applicable to workplace and aviation safety; and the orders and directives of the Airport Director and CEO in furtherance of a Safety Management System or similar or related program at the Airport designed and intended to enhance safety.
  - (c) **Environmental**. Commercial Aeronautical Operators are to comply with all applicable federal, state, and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, Preparedness, Prevention and Control Plan, Spill Prevention Response Plan, Stormwater Management Plan, and generally accepted industry environmental policies and standards.

### C. Lease Agreements

1. The Authority will confer the right of exclusive, preferential, or joint use of a portion of the Airport by means of an Agreement. All Agreements shall be for a defined period of time, shall be in writing, and shall not be effective unless and until approved by the Authority and signed by the Authority Chairperson or the Chairperson's designee and other appropriate parties.
2. The Authority shall lease property for uses consistent with the then-current Airport Layout Plan and Airport Master Plan. If a proposed use requires an amendment to the Airport Layout Plan, the CEO, and Airport Director shall have the sole right to determine if the intended use can be accomplished while the ALP is being updated.
3. If the Authority has reason to believe that more than one Person is interested in leasing the same land and/or facility at the Airport and/or providing the same Commercial Aeronautical Activity(ies), or for any other reason on its own initiative, the Authority may, but is not obligated to, issue a request for qualifications or proposals or otherwise select a commercial operator or commercial operator(s) through a competitive solicitation in accordance with applicable law and Airport policies. In that instance, the competitive procurement process will supersede the formal written application process described below, provided, however, that the Authority shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.
4. The Authority will lease only as much land as is necessary to enable a Commercial Aeronautical Operator to accommodate demonstrated and reasonable future needs, in addition to any other contiguous Airport property that would be rendered commercially unmarketable by virtue of its size, access, configuration, or other conditions.
5. At the termination of each Agreement, for improvements that are not owned by the Authority, the Authority reserves the option of assuming ownership of all leasehold improvements constructed on the property at issue in the Agreement during the term of the lease reverting free and clear to the Authority, or alternatively, the Authority has the option, at its sole discretion, of requiring the Commercial Aeronautical Operator to remove any and/or all improvements on the property at issue in the Agreement at the Commercial Aeronautical Operator's sole cost and restoring the land or property to its original condition, normal wear and tear excepted. No Commercial Aeronautical Operator shall have the right to an extension of an Agreement beyond the Base Term or Option Term prescribed explicitly therein.
6. Any Person wishing to lease land at the Airport for development must demonstrate sufficient financial capacity (1) to make any required capital

investment and any continuing investment, and (2) to pay rent, operating costs, and other rates, fees, and charges throughout the term of the Agreement. In addition, the Authority reserves the right to require the Person to commence development within a reasonable time upon commencement of an Agreement, or the Authority has the right to cancel Agreement with all payments made prior to the date of cancellation being retained by the Authority.

7. All lease Agreements will be subject to the Airport's Leasing Policy, as such policy may be adopted or amended from time to time.
8. The Authority will develop standard form lease Agreements that will be presented to prospective tenants for each category of property. The Authority reserves the right to update or revise its standard form lease(s) Agreements to correspond to the specific conditions related to each transaction.
9. Leases involving investment shall be for a Term mutually agreed upon between the parties commensurate with the Person's level of financial investment in the property or facility.
10. Each lease Agreement shall require the Authority's prior written consent to any sublease, assignment, or any other form of conveyance. Prior to granting its consent, the Authority may require the tenant, sublessee, or prospective assignee to complete a summary of the requesting Person's background and financial resources available to ensure that the requesting party has the ability to successfully perform the obligations of the lease Agreement, or submit the application information prescribed in Section IV.B, which the Authority will use to determine action on the request.
11. The construction or alteration of any facilities and/or improvements in a tenant's leased premises shall be in conformance with the plans and specifications previously approved in writing by the Airport Director and CEO, or designee, prior to the commencement of construction or alteration, and all applicable federal, state, and local laws, rules, and regulations, including without limitation applicable building and fire codes.
12. Automobile parking in locations that do not interfere with Aircraft operations shall be provided near Aircraft storage hangars at the sole cost of the tenant. All Aircraft storage hangars shall provide a personnel entrance door.
13. Sliding doors may not be used in hangar configurations where the open door of one hangar will adversely interfere with access to another hangar.
14. The tenant shall provide an adequate number of paved and lighted parking spaces within the leased premises sufficient to accommodate all activities, including employee, visitor, and/or customer parking. Parking lots shall be

configured for ease of ingress and egress, and parking spaces, loading zones, handicapped parking, and fire lanes shall be clearly marked.

15. The tenant shall provide a paved Aircraft apron within the leased premises to accommodate all tenant-related Aircraft movement from the tenant's building to the taxilanes, taxiways, and/or Aircraft parking ramp, whichever is adjacent to the leased premises.
16. All construction or improvements on the Airport shall be designed so as to conform to the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*) and/or the Air Carrier Access Act (49 U.S.C. § 41705) and implementing regulations and guidelines, as applicable. No Person shall be denied access to the Airport on the basis of handicap or disability.

**D. Personnel**

1. Commercial Aeronautical Operators are to employ the necessary number of trained staff, on-duty management, and supervisors to provide for the efficient, safe, timely, and orderly operation of its business and to meet the Minimum Standards for each Commercial Aeronautical Activity provided. A staffing plan shall be submitted to the Airport Director and CEO for reference.
2. Commercial Aeronautical Operators are to control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, non-discriminatory, efficient, and proper manner so as not to unreasonably disturb, endanger, or harass any Airport employees, customers, tenants, visitors, or other operators.
3. All personnel employed by a Commercial Aeronautical Operator to perform duties on the Airport are required to be appropriately dressed and identifiable while on duty and to wear an Authority-Issued Identification Media conspicuously visible, as may be required by regulation or directive of the Authority. The business name shall be included in the means of identification on each person whose job responsibilities include regular interaction with Airport customers.
4. A Commercial Aeronautical Operator shall hold all licenses and certifications required to perform each Commercial Aeronautical Activity provided. All personnel employed by a Commercial Aeronautical Operator required to hold FAA certificates and ratings shall maintain such certificates and ratings for the duration of the Commercial Aeronautical Operator's performance of the Commercial Aeronautical Activities.
5. Each Commercial Aeronautical Operator shall provide the Airport Director and CEO with a point-of-contact, including telephone numbers, for personnel empowered to make decisions in emergency situations.

6. The Commercial Aeronautical Operator shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the Commercial Aeronautical Operator's services.
7. Commercial Aeronautical Operators with employees who require access to the SIDA in connection with their job responsibilities shall ensure that employees comply with all Rules and Regulations regarding SIDA badging and access and that all administrative fines, penalties, and fees associated with their employees' SIDA badging and access are paid to the Authority promptly and in full.
8. All personnel whose duties and responsibilities involve the handling and storing of hazardous substances and materials must have received proper training, in accordance with Occupational Health and Safety Administration regulations.

**E. Signage**

1. Each building, vehicle, and piece of mobile or vehicular equipment used on the Airport in conjunction with the Commercial Aeronautical Activity, shall bear the Commercial Aeronautical Operator's identification in the form of a company logo, sign, emblem, or other means to designate to whom the building, vehicle, or equipment belongs or is assigned. All signage is subject to the prior written approval of the Airport Director and CEO, or designee.
2. Identification shall be legible on a contrasting background and shall be visibly displayed.
3. All Commercial Aeronautical Operator identification shall be professionally designed and affixed to vehicles at all times while on the Airport.

**F. Hours of Operation**

1. Each Commercial Aeronautical Operator shall have its premises open and services available on an as-needed basis sufficient to meet the needs of its users.

**G. Aircraft Operations**

1. The operation of Aircraft on the Airport shall be conducted in conformity with FAA regulations; West Virginia law; directives and orders of the Airport traffic control tower; TSA regulations; the Rules and Regulations; and with these Minimum Standards. Persons operating Aircraft are responsible for the safe operation of their Aircraft and the safety of others exposed to such operation.

2. All Aircraft operating at the Airport shall display on board the Aircraft a valid airworthiness certificate to the extent required and issued by the FAA or appropriate foreign government, and further shall display on the exterior of the Aircraft a valid registration number as may be issued by the FAA or appropriate foreign government.
3. Upon request of the Airport Director and CEO, or designee, or if specified elsewhere in these Minimum Standards, the Aircraft operator shall produce an operator's license and airworthiness certificate, to the extent an operator's license or airworthiness certificate is required by the FAA or appropriate foreign government.

#### **H. Vehicles and Equipment**

1. The specific equipment requirements contained in the Minimum Standards shall be deemed satisfied if the Commercial Aeronautical Operator owns, leases, or otherwise has dependable and consistent access to the equipment to provide the applicable Commercial Aeronautical Activity(ies) promptly on demand without causing any flight delays or other operational impacts on Aircraft at the Airport.
2. Equipment must be maintained in safe operating condition and good appearance. All maintenance must be performed in areas that have the proper containment requirements depending on the nature of the maintenance. Open storage of broken equipment outside of leasehold areas not in the process of being repaired is prohibited.
3. Equipment must include identifying information, prominently displayed, for the Commercial Aeronautical Operator.
4. All vehicles operating at the Airport shall comply with applicable Minimum Standards and adopted Rules and Regulations governing vehicles and traffic and have required authorization, including authorization to operate in the AOA.

#### **I. Subcontracting, Subleasing and Assignment**

1. An Agreement may allow a Commercial Aeronautical Operator to sublease, subcontract, or assign to another Person to conduct a Commercial Aeronautical Activity. In such event, the sublessee, subcontractor, sublicensee, or sub-permittee shall be responsible for complying with all applicable Minimum Standards; provided, however, that the Commercial Aeronautical Operator shall remain liable to the Authority for compliance with the Minimum Standards and the terms of any Agreement for all sublessees, subcontractors, sublicensees, and sub-permittees.
2. Each Agreement shall require the Airport Director and CEO's consent and written approval to any sublease, subcontract, or assignment. Prior to

granting his/her consent, the Airport Director and CEO may require the prospective sublessee, subcontractor, or assignee to complete an application or submit the information prescribed in Section IV.B hereof. The Authority may reject the request to sublease, subcontract, or assign the Agreement based on the factors enumerated in Section IV.C hereof.

3. No Person shall conduct a Commercial Aeronautical Activity as a lessee, sublessee, subcontractor, or assignee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

**J. Indemnity**

1. A Commercial Aeronautical Operator shall indemnify, defend, and save the Authority, its officers, agents, representatives, officials, and employees harmless from and against any and all claims, suits, actions, damages, and causes of action arising during or after the Term for any personal or bodily injury, loss of life, or damage to property arising out any Commercial Aeronautical Activity or any activities authorized by an Agreement, and shall indemnify and save the Authority harmless from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim, suit, action, or cause of action, the investigation thereof, or the defense of any claim, suit, action, cause of action, or other proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein.
2. Each Agreement shall contain appropriate provisions incorporating the indemnification obligations contained in this section.

## **VI. MINIMUM STANDARDS APPLICABLE TO FIXED BASE OPERATORS**

### **A. General**

1. The Authority is presently exercising its proprietary exclusive right to function as the sole FBO at the Airport and to provide the Commercial Aeronautical Activities described in Appendix B.
2. Accordingly, no entity shall have the privilege of conducting the Commercial Aeronautical Activities described in Appendix B unless the Authority has agreed to, in writing, forgo exercising its right to be the exclusive provider of those services. In the event the Authority foregoes its proprietary exclusive right, the requirements to provide FBO services, products, and facilities will be set by the Authority in amended Minimum Standards for FBOs. The Authority reserves the right to review and revise Appendix B at any time to adjust FBO services, products, or facilities the Authority provides on an exclusive basis.
3. Nothing in this Section is intended to prohibit Self-service of Aircraft by employees or affiliates of Commercial Aeronautical Operators.

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## **VII. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS**

### **A. General Requirements**

1. In addition to the general Minimum Standards above, SASOs shall be required to comply with the Minimum Standards applicable to the Commercial Aeronautical Activity(ies) that they propose to conduct, as set forth in this section.
2. SASOs shall not be permitted to engage in Commercial Fueling or Commercial Self-Service Fueling. A SASO shall be strictly limited to Self-service fueling of its own Aircraft. SASOs are not permitted to dispense fuel into any Aircraft other than those it owns or leases, regardless of whether it is paid to do so. In order to engage in Self-service fueling, an Aircraft owner or operator, including a SASO, must seek and obtain a self-fueling permit, license, or other form of Agreement from the Authority. Self-fueling shall be subject to the self-fueling permit, license, or other form of Agreement and the Rules and Regulations.
3. SASOs, except SASOs engaged in Airline Ground Handling, or Non-Airport Based Mechanic Services, shall lease or sublease adequate space for buildings and support facilities for all services provided and any necessary storage facilities. SASOs' leased space must also include adequate access to their facilities for their customers. The facilities shall be sufficient to meet reasonably anticipated demand for products, services, and facilities associated with authorized Commercial Aeronautical Activities. The location, size, and configuration of space to conduct Commercial Aeronautical Activities shall be established in an Agreement and shall take into consideration the operations plan and other application information submitted in accordance with Section IV of these Minimum Standards and the facilities lease or subleased to similarly-situated Commercial Aeronautical Operators at the Airport, if any. SASOs engaged in Airline Ground Handling shall secure access to the facilities identified in Section VII.K.
4. Each SASO shall maintain the types and amounts of insurance required by the Authority identified in APPENDIX A - . The requirements listed in APPENDIX A - may be revised by the Authority from time to time without need of an amendment to the Minimum Standards. Upon any change of such requirements by the Authority, the SASO shall procure any insurance coverage necessary to meet the revised standards within ten (10) business days, and shall provide evidence of such insurance coverage to the Airport Director and CEO, or designee, within that timeframe.

### **B. Flight Training**

1. SASOs engaging in Flight Training shall:
  - (a) Maintain such certifications as may be required by the FAA and/or the State of West Virginia, including without limitation certification as may be required under 14 C.F.R. Part 141.
  - (b) Provide ground-based instruction on the Airport. Sufficient space must be provided on the Airport for classroom training.
  - (c) Not operate from a t-hangar or tie-down and shall construct, lease, or sublease an area providing a minimum of 2,000 square feet of hangar space, and 100 square feet of office space (which must include adequate classroom space). The office/classroom space shall have adequate seating and restroom facilities.
  - (d) Employ, subcontract, or sublease with and have on duty at least one (1) individual that is an FAA-certified flight instructor.
  - (e) Own, subcontract for, or lease one or more dual-equipped, single-engine airworthy Aircraft. Aircraft may be fixed or rotary wing.
  - (f) Include adequate mock-ups, pictures, digital media, DVDs, movies, videotapes, or other training aides necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered.
  - (g) Have services available five (5) days a week, Monday through Friday, a minimum of eight (8) hours a day. Hours of operation shall reflect student needs and Aircraft availability. Premises may be closed during flight training if insufficient personnel are available during that time.
  - (h) Satisfy all applicable rules, regulations, advisory circulars, statements of policy or other directives issued by the FAA and/or TSA, including, and without limitation, the TSA Alien Flight Student Program or successor program developed in accordance with 49 U.S.C. Section 44939.

**C. Airframe and Power Plant Maintenance**

1. SASOs engaging in Aircraft Airframe and Power Plant Maintenance shall:
  - (a) Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) certified mechanic. The mechanic on-duty must be a FAA-certificated technician who possesses airframe, power plant, or Aircraft inspector rating as

required in 14 C.F.R. Part 65, or the maintenance facility must be certified under 14 C.F.R. Part 145.

- (b) Be open and have services available a minimum of eight (8) hours per day Monday through Friday. The eight hours of operation shall be agreed to in writing by the Airport Director and CEO. A mechanic shall be available on-call twenty-four (24) hours a day, seven (7) days each week for emergency purposes only. On call mechanics must be able to respond within one (1) hour of being call. If more than one maintenance facility is located on the Airport, the on-call responsibility may be rotated on a mutually agreeable written schedule; a written rotational on-call program is not effective until it has been approved in writing by the Airport Director and CEO, or designee.
- (c) Provide equipment, supplies and parts required for routine Aircraft airframe, power plant, inspection, tire, battery, oxygen, and other routine Aircraft maintenance functions for the type of Aircraft that normally utilizes the Airport.
- (d) Construct, lease, or sublease an area of 3,000 square feet total, including a minimum of 2,000 square feet of hangar space and 150 square feet of office space. Facilities/space must include:
  - (1) In case of airframe and/or engine repairs, adequate hangar space to house any Aircraft upon which such service is being performed.
  - (2) Sufficient inside and/or outside storage space for Aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed, other than major repairs or alterations of less than 24 hours duration.
  - (3) Adequate shop space to house the equipment and adequate equipment as required to perform repairs.
  - (4) Facilities for washing and cleaning Aircraft if operator engages in said business.

#### **D. Air Charter, Air Taxi, or Aircraft Management Operations**

- 1. SASOs engaging in Air Charter, Air Taxi, or Aircraft Management operations shall:
  - (a) If flight crew services are provided, employ or subcontract with and have on duty at least one (1) person who holds a current FAA commercial pilot certificates and current Class I or II medical certificate. In addition, all flight personnel shall be properly rated

for the Aircraft operated. If flight dispatch services are provided, the SASO shall have dispatch capability within four (4) hours of a customer request and shall employ or subcontract with at least one (1) individual with experience and ability to provide charter quotes, schedule and dispatch support, and customer service. A SASO may be required, in an Agreement, to provide additional personnel as necessary to meet reasonably anticipated customer demand.

- (b) Own, subcontract, lease, or manage at least one (1) certified and continuously airworthy instrument qualified Aircraft.
- (c) If air charter and/or air taxi services are provided, have and display in public view, a current 14 C.F.R. Part 135 certificate or provisional 14 C.F.R. Part 135 certificate and the Aircraft identification page from the operating specifications manual of each Aircraft listed on the certificate.
- (d) If rotorcraft operations are conducted, have and display in public view, if applicable, a current copy of 14 C.F.R. Part 133 for rotorcraft operations detailing the external-loading requirements.
- (e) If Aircraft management services are provided, conduct Aircraft management activities in accordance with 14 C.F.R. Part 91.
- (f) If air charter and/or air taxi services are provided, provide qualified operating crew and a satisfactory number of personnel for checking in passengers, handling luggage, ticketing, and obtaining ground transportation.
- (g) Construct, lease, or sublease an area providing a minimum of 1,500 square feet of hangar space and 150 square feet of office space. Facilities/improvements must include: passenger and restroom facilities (which may be shared with other Commercial Aeronautical Operators subject to review and approval by the Authority), adequate table, desk, or counter for checking in passengers, handling ticketing or fare collection, handling of luggage; and sufficient ground service equipment to perform the Commercial Aeronautical Activity.

## **E. Aircraft Rental**

1. SASOs engaging in Aircraft Rental shall:
  - (a) Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least two (2) personnel having a current commercial pilot certificate with appropriate ratings, including instructor rating, for the Aircraft utilized.

- (b) Keep premises open and services available a minimum of eight (8) hours per day. The eight hours of operation shall be agreed to in writing by the Airport Director and CEO.
- (c) Have available for rental, a minimum of two (2) certified and airworthy Aircraft that are owned, subcontracted, or leased and under preferential control of the SASO.
- (d) Construct, lease, or sublease an area providing a minimum of 3,000 square feet of hangar space, 150 square feet of office space. Facilities/improvements must include: sufficient office space for consummating sales and/or rentals and the keeping for proper records in connection therewith; adequate storage space for at least two (2) aircraft to be used for sales or rental; and adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed on the Airport for such service and repair.

**F. Avionics Sales and Maintenance**

- 1. SASOs providing Avionics Sales and Maintenance shall:
  - (a) Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) trained and FAA certificated airframe technician and one administrative or customer service personnel.
  - (b) Keep premises open and services available eight (8) hours per day, five days a week. The eight hours of operation shall be agreed to in writing by the Airport Director and CEO.
  - (c) Hold the appropriate FAA repair station certificates for the types of equipment the SASO plans to service or install.
  - (d) Construct, lease, or sublease an area of 2,000 square feet total, including a minimum of 1,500 square feet of hangar space and 150 square feet of office space.

**G. Aircraft Storage Hangars**

- 1. SASOs engaging in the business of renting and leasing hangar storage space to Aircraft owners or operators solely for Aircraft storage purposes shall:
  - (a) Require all tenants who lease space to subtenants to have an executed Agreement with the SASO prior to occupancy, the form of which provides the required insurance and indemnification protection as required for the SASO by the Authority consistent with these Minimum Standards. A copy of the standard sublease form

must be approved by the Airport Director and CEO in writing prior to commencement of leasing activities. The SASO must provide a listing and copies of all executed leases or subleases for all Aircraft stored within the SASO's hangar facilities to the Airport Director and CEO upon request.

- (b) Keep premises open and services available to meet the needs of the hangar tenants and subtenants.
- (c) Ensure that hangar tenants and subtenants perform no maintenance within the hangar other than preventive maintenance on their own Aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. Part 43, or certified mechanics authorized to perform services at the Airport through an Agreement. Mechanic services performed by Through-The-Fence Operators on the Airport are prohibited.
- (d) Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, those items are either incidental to aeronautical use consistent with then-current FAA policy, or the non-aeronautical use has been approved by FAA.
- (e) Refrain from and require all tenants who lease space to refrain from the piling and storage of crates, boxes, barrels, containers, refuse, and surplus property other than the period required for immediate disposal.
- (f) Provide a waste oil receptacle within the immediate vicinity of the hangar(s). This receptacle shall be capable of holding a minimum of fifty (50) gallons, have secondary containment protection, be emptied by a certified disposal company at regular intervals, and be in compliance with all regulatory requirements, as currently in effect, or as they may hereafter be amended from time to time.
- (g) Have sufficient trained personnel on duty at all times to safely meet customer needs.
- (h) Construct, lease, or sublease an area providing a minimum of 8,000 square feet of hangar space and 500 square feet of office space.

## **H. Aircraft Sales**

1. SASOs engaging in Aircraft Sales shall:
  - (a) Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified Aircraft salesperson and

access to a demonstration pilot that has a current commercial pilot certificate with appropriate Aircraft type ratings.

- (b) Keep premises open and services available to meet demand.
- (c) Maintain current specifications, price lists, parts catalogues, and service manuals for the types and models of Aircraft sold.
- (d) Construct, lease, or sublease an area providing a minimum of 1,500 square feet of hangar space and 150 square feet of office space.

#### **I. Aircraft Restoration and Refurbishing**

1. SASOs engaging in Aircraft restoration and refurbishing shall:

- (a) Maintain facilities that shall comply with at all times appropriate federal, state, and local regulatory and environmental measures regarding hazardous material handling and storage.
- (b) Maintain all appropriate federal, state, and local operating permits, manuals, and plans required for work being performed.
- (c) Employ, subcontract, or sublease with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, at least one (1) qualified personnel that have current required certificate, licenses, and ratings for the work being performed.
- (d) Keep premises open and services available to meet demand.
- (e) Construct, lease, or sublease an area providing a minimum of 1,500 square feet of hangar space and 150 square feet of office space.

#### **J. Specialized Flying Services**

1. SASOs engaging in Specialized Flying Services shall:

- (a) Employ or subcontract with and have on duty sufficient personnel who hold current FAA commercial pilot certificates and medical certificates with ratings appropriate for the SASOs Aircraft.
  - (1) Have services available within four (4) hours of request.
- (b) Own, sublease, or lease at least one (1) airworthy Aircraft.
- (c) Construct, lease, or sublease an area providing a minimum of 2,000 square feet of hangar space and 100 square feet of office space.

#### **K. Airline Ground Handling**

1. SASOs engaged in Airline Ground Handling shall comply with all federal, state, and local regulations regarding Airline Ground Handling, shall provide under an Agreement with the Authority for the following permitted services, and shall comply with all remaining requirements of this subsection:

(a) Required Services: SASOs must be capable of providing the following services:

(1) Ramp services, including Aircraft start-up, moving/towing Aircraft, ground power supply, deicing/anti-icing, cooling/heating with portable units, toilet servicing, demineralized water, routine maintenance, de-icing and anti-icing services, and cleaning of cockpit windows, wings, nacelles, cabin windows and Aircraft interiors.

(2) Airline services, including catering, minor servicing of cabin, external ramp equipment, passenger steps, catering loaders, baggage handlers, cargo loaders, mail and equipment loading.

(3) In-terminal services, including ticketing, processing, loading and unloading of passengers, baggage, cargo, property, express packages, and mail.

(4) In no event shall Airline Ground Handlers be permitted to sell or dispense fuel at the Airport.

(5) Airline Ground Handlers shall be permitted to provide ground handling services only to Signatory Airlines and their Affiliates (as that term is defined in the Scheduled Airline Operating Agreement and Terminal Building Lease). Airline Ground Handlers may provide services to one or more Signatory Airlines.

(b) Agreements

(1) Ground handling services shall be provided in accordance with a written operating agreement with an air carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.

(2) Airline Ground Handlers shall have a written agreement with the Authority, which will include a terminal use agreement for SASOs conducting in-terminal services utilizing space leased to the Signatory Airline(s) and an operating agreement for SASOs conducting ramp services.

- (3) Airline Ground Handlers shall have written authorization to use adequate land to permit the parking of vehicles and associated ground equipment and the storage of materials used in providing ground handling services. Airline Ground Handlers providing de-icing and anti-icing services shall secure access to sufficient quantities of water in designated areas to allow deicing fluid and water to be added to de-icing and anti-icing equipment.
- (4) Airline Ground Handlers shall maintain an office at the Airport suitably located and adequate to conduct its business. The office may be in the leased space of the Signatory Airline(s).
- (c) Minimum Standards
- (1) Airline Ground Handlers shall provide ground handling services in accordance with FAA Advisory Circular 00-34A, *Aircraft Ground Handling and Servicing*, as the same may be amended or superseded.
- (2) De-icing/anti-icing services shall be provided only in designated areas, using only FAA-approved fluids, and in accordance with each air carrier's FAA-approved, ground de-icing/anti-icing program, prepared in accordance with Advisory Circular 120-60B, *Ground Deicing and Anti-Icing Program*, as the same may be amended or superseded.
- (3) Airline Ground Handlers shall provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions on a timely basis, including a qualified and responsible management representative on site during operations and readily available during times when active flights are not taking place, responsible for the conduct of day-to-day operations and the handling of each flight.
- (4) Airline Ground Handlers shall have access to adequate equipment in good operating condition for providing contracted for services.
- (d) Standard Operating Procedures (SOP): Airline Ground Handlers shall develop, maintain and conduct its operations in conformance with written SOP(s) which shall be submitted to and approved by the Airport Director and CEO prior to the Airline Ground Handler conducting any airline ground handling services at the Airport. The SOP shall address at least the following subjects: training, record

keeping, ramp safety, emergency response procedures, and the proper application of deicing fluids, if applicable.

**L. Ground Support Equipment Maintenance**

1. SASOs engaging in Ground Support Equipment Maintenance shall:
  - (a) Employ or subcontract with and have on-duty or on-call and available to provide service at the Airport within one (1) hour of being called, a minimum of one (1) mechanic. The personnel on duty must be adequately trained and experienced to provide mechanic services for Ground Support Equipment.
  - (b) Keep premises open and services available to meet demand.
  - (c) Ground Support Equipment includes vehicles which may or may not be authorized to operate on public highways in accordance with West Virginia law. Vehicles and equipment without such authorization shall remain on Airport property or shall be lawfully transported on public highways.
  - (d) Provide equipment, supplies, and parts required for routine vehicle and equipment maintenance functions including adequate facilities and equipment to safely remove and replace all of the fuel and other hazardous substances from the largest capacity vehicle or piece of equipment being serviced.
  - (e) Construct, lease, or sublease an area providing a minimum of 4,000 square feet of hangar space and 200 square feet of office space.

**M. Non-Airport Based Mechanic Services**

1. A Person providing only Non-Airport Based Mechanic Services shall not generally be required to lease space from the Authority on an exclusive basis.
2. A Person providing Non-Airport Based Mechanic Services shall hold an aircraft mechanic certificate with both the airframe and powerplant ratings issued by the FAA under 14 C.F.R. Part 65 and hold a current inspection authorization issued by the FAA under 14 C.F.R. Part 65.
3. A Person providing Non-Airport Based Mechanic Services shall obtain and have a current "A&P Permit" issued by the Authority. Such A&P Permit shall be effective for the time which is demonstrated to be needed to perform the required services but in no event shall be effective for more than thirty (30) days and will be terminable by the Authority with or without cause.
4. A Person providing Non-Airport Based Mechanic Services shall comply with all applicable Minimum Standards and Rules and Regulations issued by the Authority, including providing proof of the insurance coverages required by these Minimum Standards.
5. A Person providing Non-Airport Based Mechanic Services shall conduct all work in a safe and reasonable manner.
6. A Person providing Non-Airport Based Mechanic Services shall comply with all directives given by the Airport Director and CEO as to the time, place, and manner for conducting annual inspections on single engine aircraft at the Airport, as outlined in the A&P Permit or otherwise.
7. A Person providing Non-Airport Based Mechanic Services shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.
8. A Person providing Non-Airport Based Mechanic Services shall only provide services to an Airport tenant in such tenant's exclusively leased hangar. Notwithstanding the foregoing, minor maintenance *may* be performed in common use hangars (i.e., "community hangars") if the applicable tasks may be completed in a short period of time and without disruption of other tenants or the safe and efficient use of such hangars, as determined in the sole discretion of the Authority. In no event may annual inspections or heavy maintenance be performed in a common use hangar.
9. The decision whether to issue an A&P Permit shall be in the sole discretion of the Authority. Among the factors which will be considered in such decision, in addition to the satisfaction of the applicable Minimum

Standards, will be (a) the existence of a relationship between an Airport-based aircraft owner that predates the effective date of these Minimum Standards; (b) warranty service on an aircraft or avionics by an authorized warranty service provider; (c) emergency repairs on a transient aircraft by a mechanic with a pre-existing relationship with the owner of such aircraft and (d) whether such mechanic is employed by the owner of the subject transient aircraft.

10. A Person providing Non-Airport Based Mechanic Services shall conduct annual inspections of single engine aircraft based at the Airport only between the hours of 7:00 a.m. and 7:00 p.m. or at other times that are approved in advance by the Airport Director and CEO.

**N. Banner Towing**

1. A Person that wishes to engage in Banner Towing activity at the Airport must first submit a written application to the Authority to conduct such activity. Such written application shall contain the information required to lease property stated herein.
2. A Person conducting Banner Towing shall, in advance of engaging in such activity at the Airport, possess a Banner Towing Permit issued by the Authority which shall specify the terms and conditions upon which the Person may engage in such activity at the Airport.
3. In addition, the application shall indicate and/or include the following:
  - (a) The number, type(s), registration, and basing of Aircraft to be provided/maintained (as applicable) and a detailed description of all equipment and facilities.
  - (b) The number of persons to be employed (including the names, qualifications, and certifications of each person); whether the employees will be based at the Airport (full-time, part-time and seasonal) or transient; and the certifications required, if any, for each employee
  - (c) The dates and times of the proposed operation.
  - (d) Identification of any and all bankruptcies relating to the applicant and the applicant's principals.
  - (e) Disclosure of any and all documented violations by the applicant and/or the applicant's principals of FAA regulations.
  - (f) The applicant must describe procedures for safely conducting Banner-Towing operations at the Airport that address the following topics:

- (1) The proposed area on the Airport to engage in operations;
  - (2) The proposed manner in which to minimize impact upon scheduled air carrier service at the Airport;
  - (3) The proposed notification and coordination protocols to be utilized with respect to the Airport and air traffic control (i.e. the airport's tower personnel); and
  - (4) A listing of all accidents, incidents or other similar occurrences involved in the Person's operations over the prior five (5) year period.
4. A Person engaging in Banner Towing activity shall provide a sufficient number of personnel to adequately and safely carry out the services and activities in safe and efficient manner.
  5. Pilots of any Aircraft involved in Banner-Towing activity must possess a current and valid Commercial Pilot certificate as well as an appropriate instrument rating.
  6. Operators shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.
  7. Persons shall engage in Banner-Towing activity at reasonable times and at times that shall not unduly interfere with commercial air carrier flights at the Airport and at times that are agreed to, in advance, between the operator, air traffic control, and the Authority.
  8. Construct, lease, or sublease an area providing a minimum of 1,500 square feet of hangar space and 150 square feet of office space.

**O. Crop-Dusting and Aerial Application Services**

1. SASOs engaging in Crop-Dusting and Aerial Application Services shall:
  - (a) Employ and have on duty personnel sufficiently qualified and licensed to perform the provided Commercial Aeronautical Activity and other customer service, as necessary.
  - (b) Conduct its activities in accordance with 14 C.F.R. Part 137.
  - (c) Provide and maintain properly certificated Aircraft suitably equipped for the agricultural operation undertaken.
  - (d) Provide and maintain sufficient arrangements for servicing, repairing, storing and parking its Aircraft, with adequate safeguards

against spillage on runways and taxiways or pollution or disbursement of chemicals by wind to other operational areas on the Airport.

- (e) Ensure sufficient arrangements for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
- (f) Have adequate provisions for the storage and disposal of hazardous materials, as necessary, and will comply with all federal, state, and local laws and regulations concerning the use, storage, or disposal of such hazardous materials.
- (g) Construct, lease, or sublease sufficient space for its activities, which may be determined by the Authority based on the volume, nature, and type of activity proposed.

**P. Unmanned Aerial Systems (“UAS”)**

1. SASOs engaging in the operation and/or maintenance of an Unmanned Aerial System (“UAS,” sometimes referred to as a “drone”) for commercial purposes at the Airport shall:
  - (a) Provide a sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services. This must include at least one (1) person dedicated to maintenance and leasing.
  - (b) Have in place established and formalized safety protocols, as approved by the Airport Director and CEO.
  - (c) Construct, lease, or sublease an area providing a minimum of 1,500 square feet of hangar space and 100 square feet of office space.
  - (d) With respect to any operations of UAS at the airport, all personnel operating such flights must possess and maintain a current and valid Private Pilot certificate issued by the FAA as well as an Instrument Rating.
  - (e) Comply with all directives given by the Airport Director and CEO as to the time, place and manner UAS operations at the Airport.
  - (f) Comply with all applicable rules, regulations, advisory circulars, statements of policy or other directives issued by the Federal Aviation Administration as well as in any Certificates of Waiver or Authorization (“COA”) and/or any other FAA authorizations.

- (g) Regardless of whether Safety Management System (“SMS”) compliance would otherwise be required by FAA policies or orders, the Commercial Aeronautical Operator shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the Authority entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator. The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

**Q. Skydiving/Parachute Jumping and Ultralights**

1. SASOs engaging in Skydiving/Parachute Jumping and Ultralights at the Airport shall provide:
  - (a) A sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
  - (b) At least one (1) person dedicated to maintenance and leasing of any Aircraft used in the Commercial Aeronautical Operator’s business.
  - (c) Construct, lease, or sublease an area providing a minimum of 1,500 square feet of hangar space and 150 square feet of office space.
  - (d) Maintain a current and valid private pilot certificate issued by the FAA as well as an Instrument Rating.
  - (e) Comply with all directives given by the Airport Director and CEO as to the time, place and manner of such skydiving/parachute jumping and/or ultralight Aircraft operations at the Airport.
  - (f) Comply with all applicable rules, regulations, advisory circulars, statements of policy or other directives issued by the Federal Aviation Administration, including without limitation FAA Advisory Circular 105-2E, Sport Parachuting, as the same may be amended or superseded, 14 C.F.R. Part 105, and the United States Parachute Association’s Basic Safety Requirements.
  - (g) Regardless of whether Safety Management System (“SMS”) compliance would otherwise be required by FAA policies or orders, the Commercial Aeronautical Operator shall complete an SMS

process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the Authority entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator. The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

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**APPENDIX A - MINIMUM INSURANCE REQUIREMENTS FOR COMMERCIAL  
AERONAUTICAL ACTIVITIES AT THE WEST VIRGINIA INTERNATIONAL  
YEAGER AIRPORT**

The following Minimum Standards govern the minimum insurance requirements for performing Commercial Aeronautical Activities at the Airport. All Commercial Aeronautical Activities conducted on the Airport must be authorized in an Agreement approved by the Authority, as appropriate, and all such Agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with the Minimum Standards and contain the minimum insurance requirements contained in this Attachment. The Authority expressly reserves the right to require, at its sole discretion, additional types or amounts of insurance coverage(s) in any Agreement authorizing Commercial Aeronautical Activities approved by the Authority.

**A. Lease Agreements**

All lease agreements (e.g., T-hangar, community hangar, other) must include the following insurance coverages:

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate (incl. damages to Leased Premises - \$300,000)
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2 and third-party liability (if employer) - \$1 million
5. Umbrella (over AGL and EPL coverages) - \$3 million

**B. Flight Training**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements

4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
5. Student Pilot Insurance/Aircraft Renter's Insurance - \$1 million
6. Umbrella (over AGL and EPL coverages) - \$3 million

**C. Airframe and Power Plant Maintenance**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Workers' Compensation (if employer) - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
4. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Hangar Keepers Insurance - \$5 million combined single limit for turbine-equipped Aircraft (if working on turbine-equipped aircraft), \$1 million single limit for work on all other Aircraft
7. Umbrella (over AGL, EPL, Environmental Liability, Products Liability/Completed Operations, and Hangar Keepers coverages) - \$3 million

**D. Air Charter, Air Taxi, or Aircraft Management Operations**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$5 million combined single limit
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million

5. Passenger Liability (unless covered in Aviation General Liability Coverage) - \$500,000/passenger, \$5 million general aggregate
6. Umbrella (over AGL, EPL, and Passenger Liability coverages) - \$3 million

**E. Aircraft Rental**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
5. Aircraft Renter's Insurance - \$1 million
6. Umbrella (over AGL and EPL coverages) - \$3 million

**F. Avionics Sales and Maintenance**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Workers' Compensation (if employer) - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
4. Hangar Keepers Insurance - \$5 million combined single limit
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
7. Umbrella (over AGL and EPL coverages) - \$3 million

**G. Aircraft Storage Hangars**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Hangar Keepers Insurance - \$5 million combined single limit
3. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
4. Umbrella (over AGL and EPL coverages) - \$3 million

**H. Aircraft Sales**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
  - a. must include coverage for non-owned Aircraft in same amounts
2. Hangar Keepers Insurance - \$5 million combined single limit
3. Umbrella (over AGL coverage) - \$3 million

**I. Aircraft Restoration and Refurbishing**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Workers' Compensation (if employer) - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
4. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Hangar Keepers Insurance - \$5 million combined single limit for turbine-equipped Aircraft (if working on or restoring turbine-equipped Aircraft), \$1 million single limit for work on all other Aircraft

7. Umbrella (over AGL, EPL, Environmental, Products Liability/Completed Operations, and Hangar Keepers coverages) - \$3 million

**J. Specialized Flying Services** - The Authority reserves the right to include additional insurance requirements in an appropriate agreement or permit with any person or entity conducting Specialized Flying Services depending upon the services offered. In no event, however, may any agreement or permit for Specialized Flying Services require less than the following:

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2 (if employer) - \$1 million
5. Umbrella (over AGL and EPL coverages) - \$3 million

**K. Airline Ground Handling**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Automobile Insurance (Commercial) - \$1 million combined single limit
2. Workers' Compensation - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) - \$1 million
4. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Umbrella (over AGL, Automobile (Commercial), EPL, Environmental Liability, and Products Liability/Completed Operations coverages) - \$3 million

**L. Ground Support Equipment Maintenance**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Automobile Insurance (Commercial) - \$1 million combined single limit
2. Workers' Compensation - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) - \$1 million
4. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Products Liability/Completed Operations Insurance - \$2 million occurrence/\$5 million general aggregate
6. Umbrella (over AGL, Automobile (Commercial), EPL, Environmental Liability, and Products Liability/Completed Operations coverages) - \$3 million

**M. Non-Airport Based Mechanic Services**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Workers' Compensation (if employer) - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
4. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Products Liability/Completed Operations Insurance - \$5 million occurrence/\$10 million general aggregate
6. Umbrella (over AGL, Automobile (Commercial), EPL, Environmental Liability, and Products Liability/Completed Operations coverages) - \$3 million

**N. Banner Towing**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
5. Umbrella (over AGL and EPL coverages) - \$3 million

**O. Crop-Dusting and Aerial Application Services**

1. Aviation General Liability Coverage (incl. both personal injury and property damage) - \$1 million/occurrence, \$2 million general aggregate
2. Aircraft Hull and Liability Insurance - Actual value of Aircraft
3. Workers' Compensation (if employer) - West Virginia statutory requirements
4. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
5. Environmental Liability - \$1 million/occurrence, \$5 million/general aggregate
5. Umbrella (over AGL, EPL, and Environmental Liability coverages) - \$3 million

**P. Unmanned Aerial Systems ("UAS") and Unmanned Aerial Vehicles ("UAV")**

1. Standard Policy to include \$1 million in coverage for the following:
  - a. Liability Insurance (incl. personal injury, property damages, and fire damage legal liability)
  - b. Hull coverage
  - c. Hijack and Malicious Damage coverage
  - d. Privacy Violations coverage

\* UAS and UAV insurance coverage may on an annual, monthly, or per-trip basis, and proof of required insurance coverages must be provided per the terms of the Agreement governing such Commercial Aeronautical Activity.

**Q. Skydiving/Parachute Jumping and Ultralights**

1. Commercial General Liability Insurance - \$2 million occurrence/\$5 million general aggregate
2. Workers' Compensation (if employer) - West Virginia statutory requirements
3. Employers' Practices Liability, including coverage for "deliberate intent" claims under W. Va. Code W. Va. Code §23-4-2) (if employer) - \$1 million
4. Professional Liability Insurance - \$2 million occurrence/\$5 million general aggregate
5. Automobile Insurance (Commercial) - \$1 million combined single limit
6. Umbrella (over AGL, Automobile (Commercial), and EPL coverages) - \$3 million

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**APPENDIX B - LIST OF SERVICES CURRENTLY BEING PROVIDED BY  
AUTHORITY ON PROPRIETARY EXCLUSIVE BASIS**

The Authority is currently exercising its proprietary exclusive right to provide the following Commercial Aeronautical Activities:

1. Commercial Fueling
2. Commercial Self-Service Fueling

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