

**MINIMUM STANDARDS**  
**FOR THE**  
**EASTERN WV REGIONAL**  
**AIRPORT**



**April 1, 2010**

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# EASTERN WV REGIONAL AIRPORT

## MINIMUM STANDARDS

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## **SECTION I INTRODUCTION**

### **101. GENERAL**

Provisions of the Airport and Airway Improvement Act of 1982, 49 United States Code (U.S.C.) § 4701, *et seq.*, and the Airport Improvement Program Sponsor Assurances, requires that recipients of Federal grants (administered by the FAA) sign a grant agreement that sets out the obligations, which the airport sponsor assumes in exchange for the Federal assistance. The Eastern WV Regional Airport has received Federal grants and, accordingly, must comply with the provisions provided therein.

While there are currently thirty nine (39) Grant Assurances, the ones most applicable to the creation and enforcement of Minimum Operating Standards are:

#### **Grant Assurance 22: “Economic Nondiscrimination”**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-base operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-base operators making the same or similar uses of such airport and utilizing the same or similar facilities....(note: subparagraph “d” and “e” are not applicable at EWWRA).
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport

from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform. (note: subparagraph “g” is not applicable at EWVRA).

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

**Grant Assurance 23: “Exclusive Rights”**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-base operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-base operator to provide such services, and
- b. If allowing more than one fixed-base operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-base operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity....

**Grant Assurance 24: “Fee and Rental Structure”**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection.....

To assist the airport in meeting these grant assurance obligations, the FAA encourages airport owners to develop and publish minimum standards to be met by all who use or occupy the airport property. Under these provisions, it is the prerogative of the airport owner to impose conditions on users of the airport to

ensure its safe and efficient operation. As indicated in the assurances, such conditions must be fair, equal, and not unjustly discriminatory. Additionally, the terms imposed must be relevant to the proposed activity, reasonably attainable, and uniformly applied, whether by the airport sponsor or by a contractor or licensee who has been granted a right by the airport sponsor to offer services or commodities normally required to serve aeronautical users of the airport.

## 102. PURPOSE AND SCOPE

These minimum standards are intended to provide the **threshold** entry requirements for those wishing to provide commercial Aeronautical services to the public at the Airport. The prospective Aeronautical service provider must agree to offer, whether specialized in services offered or providing a variety of Aeronautical services, the minimum level of services set forth herein in order to obtain an agreement, license, permit or lease to operate on the Airport. Minimum service levels will be specifically stated in the lease agreement or operating agreements which will become the enforcement vehicles for the Airport Owner.

The overall purpose of the minimum standards is to provide the airport owner a mechanism to:

1. Establish a template for safe tenant operation.
2. Minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services and users.
3. Address environmental liability,
4. Assure that prospective commercial aeronautical tenants are treated equally and without unjust discrimination.
5. Establish minimum levels and types of insurance.
6. Set standards for hours of operations, staff qualifications, customer service, and leasehold requirements.
7. Provide for the orderly development of the airport.
8. Indicate as necessary the minimum amount of space to perform stated activity.
9. List, as applicable, the quantities and types of fuels to be provided.
10. Provide the minimum amount of additional services to be provided when permitted to retail fuel.

### 103. DEFINITIONS

Abandoned Vehicle: Any vehicle that has remained stationary on the Airport in excess of seventy-two (72) hours and is in a condition that renders the vehicle undriveable, including expired license plates, missing or flat tire or broken window, etc.

Aeronautical: The science or art of flight.

Aeronautical Activity (Service): Any activity that involves, makes possible or is required for the operation of aircraft or that contributes to, or is required for, the safety of operations. This term shall include, but not limited to, the renting, sale, leasing, storage, hangaring and/or tie-down of aircraft; the sale, repair and/or maintenance of new and/or used aircraft, parts or equipment, radios, instruments and/or electronic equipment; air taxi, charter operations, sightseeing flights, aerial photography, crop dusting, aerial advertising, aerial surveying, skydiving, ultralight operations; flight instruction; and the sale of aviation fuels and other petroleum products.

Access Area: That area of an Off-Airport parcel, described in an Access Permit, that is used by the Off-Airport User for aeronautical purposes, including buildings, hangars, driveways, parking areas, aircraft aprons, taxiways/taxilanes, or other uses.

Access Fee: means the fee paid monthly or such longer period of time as shall be established by the Airport Owner to the Airport Owner for access to the Airport from an Off-Airport property.

Access Permit: Administrative approval, which is in writing, issued by the Airport Owner granting aeronautical access to the Airport by an Off-Airport User (also known as a "Through-the-Fence" operation). Such Permit will specify the particular terms, conditions and limits of Airport access, and shall describe the Access Area. Access Permits are reviewable and renewable on an annual basis. An annual Access Fee will be charged for each Permit.

Agreement: A written contract between the Owner and an Entity specifying the terms and conditions under which the Entity may occupy and operate from certain Airport facilities and/or property.

Aircraft: A device that is used or intended to be used for flight in the air.

Air Operations Area: (Also AOA). Any area of the Airport used for landing, takeoff or surface maneuvering of aircraft. Typically, the AOA is considered to be a restricted area and is off-limits to the general public.

Airport: All of the sponsor-owned or leased real or personal property, buildings, facilities, and improvements within the boundaries of the Eastern WV Regional Airport (EWVRA), as it presently exists or as it may exist when it is hereafter modified, expanded, or developed. "Airport" includes all of the facilities as shown on the most current Airport Layout Plan.

Airport Layout Plan: The plan of an airport showing the layout of existing and proposed airport facilities.

Airport Manager: The person or corporation designated by the Airport Owner to manage and supervise the operation of the Airport, or in his/her absence, its designated representative, or the person designated as Acting Airport Manager.

Airport Owner: (also Sponsor) means the owner of the Eastern WV Regional Airport, which is the Eastern WV Regional Airport Authority.

Airside: See Air Operations Area (AOA).

Applicant: Any person desiring to render or engage in an aeronautical service(s) at the Airport.

Commercial Activity (also Business): The exchange, trading, buying, hiring or selling of commodities, goods, services or property of any kind, or any revenue producing activity on, or using the facilities of, the Airport.

Commercial Operator (Operator): a person, firm, corporation, or other entity conducting commercial aeronautical services on, or using the facilities of, the Airport for compensation or hire.

Commercial Operating Permit: Administrative approval, which is in writing, issued by the Airport Owner granting the right to perform a commercial activity on, or using the facilities of, the Airport, and provide such services only from facilities and locations where such services are authorized. Commercial Operating Permits are reviewable and renewable on an annual basis. An annual Service Fee will be charged for each Permit. Temporary permits may be issued on a case-by-case basis to cover short-term operations.

Commercial Self-Service Fueling: A fueling concept that enables a pilot to fuel an aircraft from a commercial fuel pump installed for that purpose by an FBO or the Airport Owner. The fueling facility may or may not be attended.

Entity: A person, firm, corporation, partnership, limited liability company or any similar legal entity formed for the purpose of conducting an Aeronautical service activity at the Airport.

Exclusive Right: A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An Exclusive Right may be conferred either by express agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights would be an Exclusive Right. The granting of an Exclusive Right to conduct a Commercial Activity on an Airport developed or improved with federal funds is expressly forbidden by law.

FAA: Federal Aviation Administration

FAR: Federal Aviation Regulation

Fixed Base Operator (FBO): A Commercial Operator granted the right by the Airport Owner to operate on the Airport and which is engaged in the retail sale of aviation fuels and lubricants; line services and support; parking, tiedowns, and hangars; aircraft maintenance; and a minimum of three (3) of the following: flight instruction; aircraft rental; aircraft sales; air taxi service; air charter service; avionics/instrument repair; and propeller repair.

Flying Club: An entity engaged in the ownership or lease of aircraft and providing flying services (for example, aircraft rental and/or flight training) for its members.

Fuel: any substance used to operate any aircraft engine.

Fuel Operations: means the dispensing of aviation fuel into aircraft.

Fuel Tender: a vehicle for the transport and dispensing of fuel.

Fuel Vendor: means an Operator engaged in selling or dispensing aviation fuel to aircraft other than that owned or leased by the Operator.

Fueling Operations Permit: means a permit issued by the Owner or authorized designee, to a person or Operator who dispenses aviation fuel at the Airport (see Airport Rules and Regulations for requirements and procedures). There are two types: (1) Fuel Vendor's Permit; and (2) Self-fueling Permit. A monthly fee and/or a fuel flowage fee, may be required.

Fuel Farm: Any location(s) on the Airport designated by the Airport Owner for the storage and dispensing of fuels.

Improvements: All buildings, structures and facilities including pavement, fencing, signs and landscaping constructed, installed or placed on, under, or above any leased area by, or with the concurrence of, a lessee.

Landside: – means all buildings and surfaces on the Airport used by surface vehicular and pedestrian traffic.

Large Aircraft: – means an aircraft of more than 12,500 pounds maximum certified takeoff weight.

Lease: see Agreement, above.

Lessee: Any Entity holding a valid lease from the Owner to conduct an aeronautical activity on the Airport.

Lessor: The Airport Owner.

Minimum Standard: The minimum requirement to be met as a condition for the right to conduct an Aeronautical activity at the Airport.

Mobile Service Provider (MSP): A person or Entity that provides commercial Aeronautical services on Airport property, but does not operate out of owned or leased property on the Airport.

NFPA: means the National Fire Protection Association.

NOTAM: means a Notice to Airmen published by the FAA.

Non-Commercial Activity: An activity undertaken not for profit, but for philanthropic, religious, charitable, benevolent, humane, public interest or similar purposes.

NTSB: means the National Transportation Safety Board.

Off-Airport Access: means access to the Airport for aviation purposes from Off-Airport Property in accordance with the approval of the EWVRAA, an Access Permit, and applicable law, rule, or regulation. Off-Airport Access is frequently referred to as “Through-the-Fence.”

Off-Airport Property: means the gross land area of a lot or tract of land that abuts the Airport and may be used or intended to be used in whole or in part for aviation-related purposes.

Off-Airport User: means an owner of an Off-Airport Property who is issued and holds a current Access Permit to conduct Off-Airport Access operations.

Operator: see Commercial Operator, above.

Permit: see Commercial Operating Permit, Access Permit, and/or Fueling Operations Permit, as described herein.

Permitee: means any Operator having a valid Access Permit, Commercial Operating Permit, Vehicle, and/or Fueling Operations Permit issued by the Airport Owner.

Person: Any individual, firm, partnership, corporation, association, company (including assignee, receiver, trustee or similar representative thereof), the United States of America, any foreign government or any state or political subdivision thereof.

Self-Fueling: means the fueling or servicing of an aircraft by the owner of the aircraft or the aircraft owner's employee. Self-fueling means using fuel obtained by the aircraft owner from the aircraft owner's preferred source to fuel their aircraft and not for the purpose of resale of fuel. The aircraft owner/operator must pay a fuel flowage fee as established by the Airport Owner.

Self-Service: includes such activities such as adjusting, repairing, cleaning and otherwise providing service to an aircraft, provided the aircraft owner or the aircraft owner's employee(s) performs the service with resources supplied by the aircraft owner.

Self Service Fueling: means fueling accomplished by the aircraft owner, owner's employee(s), or operator of an aircraft from a pump at a business facility approved and authorized to conduct Self Service fueling operations.

Specialized Aviation Service Operation: means any person or commercial operator with a lease or sub-lease from the Airport Owner to provide aeronautical services to the public at the Airport. A SASO can operate locally (based at the Airport) or remotely (transient operator). Note: a SASO cannot provide fuel dispensing services.

Sponsor: see "Owner" above.

Sublease: A lease granted by an existing Airport tenant holding a properly executed lease to another Operator of all or part of the leased property.

Tenant: Any person or Operator holding a valid lease or permit to engage in an aeronautical activity or otherwise do business at the Airport.

Through-the-Fence Operation: means the use of Airport facilities by either aircraft owners or businesses without actually renting or owning property on the Airport. see Off-Airport definitions above.

Transient Aircraft: An aircraft not using the airport as its permanent base of operations.

UNICOM: means a non-governmental communication facility that provides airport advisory information.

#### **104. POLICY**

A fair and reasonable opportunity, without discrimination, shall be afforded all entities applying to qualify, or otherwise compete, for available airport facilities and the conduct of selected aeronautical activities. Such opportunity shall be subject to the Minimum Standards as established by the Airport Owner and the availability of suitable space at the airport to conduct such activities.

Any Operator shall have the right and privilege of engaging in and conducting the aeronautical activities selected and specified by a written agreement with the Airport Owner, the payment of prescribed rentals, fees, and charges, and compliance with all federal, state, county, and airport laws, ordinances, rules, codes, and regulations. The granting of such right and privilege, however, shall not be construed in any manner as affording the Operator any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided for in a written agreement. The Airport Owner reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state, county and airport rules, codes, and regulations pertaining to such use. The Airport Owner further reserves the right to designate the specific Airport areas in which the individual or a combination of aeronautical activities may be conducted. Such designation shall give consideration to the nature and extent of the activity and the lands available for such purpose, consistent with the safe and orderly operation of the Airport.

Any prospective Operator may select one or more aeronautical services covered by these Minimum Standards. When more than one activity is proposed, the minimum requirements will vary (dependent upon the nature of individual activities in such combination), but will not necessarily be cumulative in all instances. Because of these variables, the applicable Minimum Standards to combinations of activities will be discussed with the prospective Operator at the time of application.

**105. ACTIVITIES NOT COVERED BY MINIMUM STANDARDS**

Any activities not specifically addressed in these Minimum Standards will be subject to negotiation and addressed by the Airport Owner on a case-by-case basis in the Commercial Operator's written lease, license, permit, or agreement.

**106. MINIMUM STANDARDS REVIEW, REVISIONS AND UPDATES**

The Airport Owner will conduct, every two (2) years at a minimum, a review of this document and recommend changes, as appropriate. The Airport Owner may make revisions and amendments to the Minimum Standards any time necessary to comply with FAA regulations.

**107. ENFORCEMENT**

The Airport Owner has established fair, practical, and reasonable Minimum Standards for the airport. The Minimum Standards are susceptible to challenge if not enforced properly and uniformly. Any Commercial Operator who is making an investment at the Airport deserves the continuity of fair and uniform enforcement. It is the intent of the Airport Owner to provide consistent, uniform, and fair enforcement of these Minimum Standards to accomplish the Airport Owner's goals and to promote successful business operations.

Penalties: Violation of, or failure to observe, the terms and conditions of these Minimum Standards will result in termination of user, property or other rights granted to the Operator, removal of the Operator from the Airport and/or barring such Operator from the use of the Airport and its facilities if, after reasonable notice and time to cure given by the Airport Owner to the Operator, such violation is not remedied, there is a subsequent violation of the same term or condition or Operator subsequently fails to observe any other of the terms and conditions of these Minimum Standards.

**108. ENVIRONMENTAL**

- a. Any FBO, SASO, or other existing or future entity operating on the Airport must comply with all Federal, State, and local environmental laws and will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, or brought upon the Airport in violation of any Environmental Laws.
- b. Any FBO, SASO or other existing or future entity operating on the Airport will allow the Airport Manager or designated representative access to the entire operation to inspect for compliance with environmental requirements.

- c. When requested by the Airport Manager or designated representative, an FBO, SASO, or other entity operating on the Airport will conduct testing and analysis as necessary to ascertain that the operation is in compliance with environmental requirements. All testing and analysis will be conducted by qualified independent experts chosen by the FBO, SASO, or Entity and be subject to the Airport Manager's reasonable approval. Copies of all reports resulting from testing and analysis conducted will be furnished to the Airport Manager.
- d. Any FBO, SASO, or Entity operating on the Airport will provide copies of all notices, reports, claims, demands, or actions concerning any environmental concern, release, or threatened release of hazardous materials or wastes to the environment.

## 109. DISPUTES AND DISAGREEMENTS

- a. Any objections to the Minimum Standards or the enforcement thereof should be in writing and submitted to the Airport Manager. It should include the name and address of the Entity making the objection and clearly state the objection.
- b. The FAA has processes in place to handle complaints regarding the enforcement of Minimum Standards:
  - 1. The more informal mechanism is found in 14 CFR Part 13, *FAA Investigation and Enforcement Procedures*. This requires the entity filing the complaint to contact the appropriate FAA Airports District Office (ADO) or Regional Office and report any violation of assurances and/or applicable laws/regulations. The initial action of the ADO or Regional Office is to promptly acknowledge receipt of the complaint, evaluate for jurisdiction, and respond in a timely manner. The ADO or Regional Office will evaluate for violation of obligations based upon "airport specific" circumstances and existing primary guiding documents and/or agreements applicable to the airport. The ADO or Regional Office will provide a determination of: 1) No Violation - and reply with an explanation and dismiss the complaint; or 2) Violation – and identify violation, require corrective action, and monitor compliance with corrective action. If the airport sponsor does not take the required action (i.e., the airport sponsor remains non-compliant), enforcement action under 14 CFR Part 16 can be initiated.
  - 2. The formal process involves 14 CFR Part 16, *Rules of Practice for Federally Assisted Airport Proceedings*. This is a process that involves negotiations with all parties, pleadings, and investigations. There is a defined process that could potentially involve the U.S. Court of Appeals.

## **SECTION II GENERAL CONDITIONS**

All entities engaging in business operations utilizing the Eastern WV Regional Airport shall comply with the requirements of this section, as well as the Minimum Standards applicable to the specific activities set forth in subsequent sections.

### **201. APPLICATION AND QUALIFICATIONS**

Any person or Operator desiring to conduct a business operation utilizing the Eastern WV Regional Airport shall file a written application with the Airport Owner in accordance with these Minimum Standards containing the following information:

1. The proposed nature of the business, including a Business Plan (reference Appendix A).
2. A signed statement from all parties who will own an interest in the business or whose names will appear on leases, agreements, licenses, or other documents as being owner, partner, director or corporate officer. The signature(s) of those who will be managing the business are also required.
3. Documentation demonstrating that the applicant has such business background, experience, and capability relative to the proposed activity to the satisfaction of the Airport Owner.
4. A current financial statement prepared or certified by Certified Public Accountant.
5. A current credit report covering all business activities in which the applicant has participated within the past ten (10) years. Applicant must submit a report for all principals for a corporation or partnership.
6. A listing of all assets owned, or will be owned or leased, which will be used in the proposed business.
7. An agreement to provide a performance bond or suitable guarantee of adequate funds to the Airport Owner to be used to defray expenses and fees normally paid by the Lessee.
8. A written and signed authorization for the FAA and all aviation/aeronautical commissions, administrators, and departments of all states in which the applicant has engaged in aviation business to release

information regarding the applicant and/or its business operations. The applicant will execute such forms, releases, or discharges as may be required by those agencies.

9. Preliminary plans, specifications, and schedules for all improvements that the applicant intends to make on the airport as part of the proposed activity for which approval is sought. It is recognized that there will have to be coordination with the necessary development requirements of the FAA, State of West Virginia, Berkeley County, and the Airport Owner.
10. Proof of ability to obtain the appropriate liability coverage for the proposed activity (reference Appendix B for requirements).
11. Such other information as the Airport Owner may require.

If requested by the applicant, the Airport Owner shall hold the financial information provided with the application separate from the application, and shall not make it available for public inspection, unless required to do so under the appropriate Freedom of Information Act.

## **202. ACTION ON APPLICATION**

All applications will be reviewed and acted upon by the Airport Owner within sixty (60) days from the receipt of a properly completed application. The Airport Owner may deny any application, or reject any bid or proposal to operate any Aeronautical service on the Airport if, in its opinion, it finds any one or more of the following:

1. The applicant does not meet the published qualifications, standards, and requirements established by these Minimum Standards.
2. The applicant has supplied the Airport Owner, or any other person, with false or misleading information or has failed to make full disclosure in their application or in the supporting documents.
3. The applicant's proposed operations or construction will create a safety hazard on the Airport as determined by the Airport Owner or by the FAA through the review of FAA Form 7460.
4. There is no appropriate or adequate available space or building on the Airport to accommodate the applicant at the time of application.
5. The proposed activity construction/development plans will conflict with the Airport's approved Airport Layout Plan (ALP).
6. The proposed activity construction/development will:

- a. result in depriving any existing aeronautical service provider(s) of portions of the area in which they are operating;
  - b. result in congestion of aircraft or buildings;
  - c. unduly interfere with the operations of any existing aeronautical service provider(s); or
  - d. prevent free access to such operations.
7. The applicant has violated any of the Airport's Minimum Standards and/or Rules & Regulations, or the standards and regulations of any other airport, Federal Aviation Regulations, or any other statutes, ordinances, laws or orders applicable to the airport or any other airport.
8. The applicant has been convicted of any crime, or has violated any county ordinances, state or federal laws.
9. The applicant has defaulted in the performance of any lease or other agreement with the Airport Owner.
10. Granting approval of the application will require the expenditure of local funds, labor or materials on the facilities described in, or related to, the application.
11. Granting approval of the application will result in a financial loss to the Airport Owner.
12. The applicant's credit report contains negative information.
13. The applicant does not have, or appear to have, access to the operating capital necessary to conduct the proposed activity.
14. The applicant is unable to obtain sufficient insurances, financial sureties or guarantors to protect the interests of the Airport Owner, the State of West Virginia, the FAA or other appropriate governmental entities.

**203. GROUND SPACE, FACILITIES, AND ACCOMMODATIONS**

1. Physical Facilities: The minimum space requirements for each Operator will be as defined in the individual minimum standards for the specific activity presented in Section III. The minimum space requirements shall be satisfied by one (1) building, attached buildings, or separate buildings on permanent foundations. Mobile office facilities may be utilized on leased property, by special permission of the Airport Owner, providing the

facility is in compliance with all rules, regulations, and ordinances of the FAA, Berkeley County Engineering/Building Inspection Departments, and the Airport. All construction must be approved by the Airport Owner and other appropriate agencies.

2. **Engineering Standards:** No person shall make any alteration of any nature whatsoever to any building, paved surface or other airport space, nor erect any building or other structure without prior submission of a written request, including detailed plans and specifications, and have receipt of written permission from the Airport Owner. Prospective Operators shall comply with all building codes of Berkeley County and shall deliver to the Airport Owner “as built” plans upon completion. FAA Form 7460-1, *Notice of Proposed Construction and/or Alteration*, must be submitted to the FAA. A favorable determination must be received prior to the commencement of any construction.

#### **204. LEASING AND SUBLEASING REQUIREMENTS**

The following lease clauses shall be provided as a minimum in all leases between the Airport Owner and any Operator engaged in a commercial activity on the Airport.

1. *Non-Discrimination – Premises to be Operated for Use and Benefit of Public.* The Operator agrees to operate the premises leased for the use and benefit of the public:
  - a. To furnish good, prompt, and efficient service, adequate to meet all demands for its service at the Airport.
  - b. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.
  - c. To charge fair, reasonable, and non-discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and non-discriminatory discounts, rebate, or other similar types of price reductions to volume purchasers.

The Operator, its agents and employees will not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services or in the use of its facilities provided for the public in any manner prohibited by Grant Assurance 21 Assurances of the Regulations of the Office of the Secretary of Transportation.

2. *Aircraft Service by Owner or Operator of Aircraft*

No right or privilege granted herein shall operate to prevent any person or persons, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

3. *Non-Exclusive Rights*

No Operator may be granted in fact or by written instrument any exclusive right by Section 308(a) of the Federal Aviation Act of 1958 as amended. The FAA shall in the final analysis, make determination of the existence of a prohibited exclusive right, and such determination shall be final. If the FAA determines any provision of a written instrument or a practice in fact constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed null and void for all purposes.

4. *Airport Development*

The Airport Owner reserves the right to further develop or improve the Airport as it sees fit, regardless of the views of the Operator, and without interference or hindrance. If the physical development of the Airport requires the relocation of the Operator's facilities, the Airport Owner agrees to provide a comparable location, and agrees to relocate all Operator-owned buildings or provide similar facilities for the Operator at no cost to the Operator.

5. *Airport Owner's Rights*

The Airport Owner reserves the right (but shall not be obligated to the Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport together with the right to direct and control all activities of the Operator in this regard.

The Airport Owner further reserves the right to make operational decisions at the Airport for general safety purposes that could impact Entities.

The Airport Owner shall have the right to regularly audit the financial records of all Operators, and may require periodic reports of volume of business conducted. The Operator shall keep on file with the Airport Owner a list of all rates and charges for services, and notify the Airport Owner thirty (30) days in advance of any changes in same. All such rates or charges are subject to approval by the Airport Owner.

6. *War or National Emergency*

During the time of war or national emergency, the Airport Owner shall have the right to lease the landing area or any part thereof to the United States Government for military use and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended or modified in whatever manner is appropriate to the situation.

7. *Airport Obstructions*

The Airport Owner reserves the right to protect navigable airspace associated with the Airport as defined by 14 CFR Part 77, *Objects Affecting Navigable Airspace*, or any other aviation surface as defined by the current version of the appropriate FAA standard against any penetration by obstructions, together with the right to prevent any Operator from erecting or permitting to be erected any building, sign, or other structure or to park any aircraft on the airport in such a manner which, in the opinion of the Airport Owner and/or the FAA, would limit the usefulness or safety of the Airport, or create an obstruction or hazard to air navigation.

8. *Subordination*

The Lease shall be subordinate to the provisions of any existing or future grant assurance made between the Airport Owner and the United States Government, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. Any provision of these standards, any lease or practice carried out on or for the Airport shall be subordinate to and, if at variance with the grant requirements, unilaterally reformable at the Airport Owner's or the FAA's option for conformity with these grants.

9. *Compliance with Laws, etc.*

The Operator shall at all times comply with the Airport Rules and Regulations, federal, state, and municipal laws, ordinances, codes and other regulatory measures now in existence or as may be here after modified or amended, applicable to the specific type of activity being contemplated or being currently conducted. The Operator shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of its business operations. Any fines or other assessments made against the Airport Owner as a result of the non-compliance of any Operator with any law,

regulation, or ordinance shall be the responsibility of the offending Operator, which shall reimburse the Airport Owner for any and all costs associated with any such enforcement actions.

*10. Indemnity*

The Operator shall hold the Airport Owner, the Airport Manager, and the officers, agents, attorneys, and employees of the Airport Owner harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind or nature including, but not limited to action of Operator employees, agents, guests, customers, and subcontractors in any way arising out of, or resulting from, its tenancy and activities, and shall pay all expenses in defending any claims against the Airport Owner by reason of its tenancy and activities.

*11. Misrepresentation*

All terms and conditions with respect to these Minimum Standards are expressly contained herein, and the Operator agrees that no representative or agent of the Airport Owner has made any representation or promise with respect to these Minimum Standards not expressly contained herein.

*12. Subleasing*

If an existing Operator desires to sublease space to another Operator to provide one or more service, the following conditions shall apply:

- A. Prior to finalizing an agreement, the Operator and the proposed sublessee must obtain conceptual approval from the Airport Owner for the sublease and the type of business and service to be offered by the sublessee Operator.
- B. The sublessee Operator must meet all of the Minimum Standards established by the Airport Owner for the category or categories of services to be furnished. The Standards may be met in combination by the lessee Operator and the sublessee Operator.
- C. The Operator must have the facilities and physical space necessary to support the services of its sublessee(s). Such facilities and space shall be sufficient to accommodate the Operator's service, as well as those requirements for the sublessee activity according to the appropriate standard(s) established herein.

- D. The Operator must obtain written approval of the sublease agreement from the Airport Owner before allowing the sublessee to occupy or conduct any form of business from the Operator's leasehold.
- E. The sublessee shall enter into an Agreement with the Airport Owner. Such Agreement shall be appropriate to the particular type of service(s) to be provided by the sublessee Operator. The Agreement shall provide for payment by the sublessee Operator to the Airport Owner of any Airport use fees pertinent to the types of services offered by the sublessee Operator.
- F. The sublessee Operator shall provide evidence of minimum insurance coverage as determined by the Airport Owner for the category of service(s) to be offered.
- G. The Operator may be required to pay the Airport Owner additional fees, which will be negotiated, based upon the extent that the lessee Operator's premises are to be subleased and the types of services that the sublessee Operator proposes to furnish.

### *13. Inspection and Maintenance*

Unless otherwise provided for in the Lease Agreement, any Operator shall, at its sole cost and expense, maintain, repair, and keep in good condition all of its facilities and improvements on the Airport, as hereinafter described:

- A. Operator shall maintain pavement, landscaping, lighting, and all equipment within leased premises.
- B. Operator shall maintain the interior and exterior of all leased facilities, to include electrical, mechanical, plumbing, fire protection system(s), roof, floors, load-bearing and exterior walls, utilities, and HVAC system(s).
- C. Operator shall clean debris and trash from leased driveways, parking lots, sidewalks, aprons and other operational areas to maintain a safe, clear, and unobstructed access to leased area(s) at all times for authorized users and emergency vehicles.
- D. Operator shall maintain all hangar doors, overhead doors, door operating systems, and personnel doors, including weather stripping and glass replacement.

- E. Operator shall maintain electric loads with the designed capacity of the system. Any change to the design capacity shall require prior written consent of the Airport Owner.
- F. Operator shall install and maintain appropriate hand-held fire extinguishers in the interior of all leased/owned buildings, aircraft parking and tie-down areas, and fuel storage areas pursuant to fire and safety codes.
- G. Operator shall have the necessary utility meters installed, as required by the utility company(s), at the Operator's expense. Operator shall pay all utility charges, including, but not limited to, electricity, water, wastewater, natural gas, and communication systems. Operator shall maintain and repair all utility service lines and fixtures within leased premises to the extent that the utility company does not perform such maintenance or repair.
- H. Operator shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the airport of all trash, garbage, and other refuse. All such receptacles shall be placed on the leasehold so as not to be seen from an off-airport public street or roadway.
- I. Operator will not permit any action on the leasehold that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any other system or facility provided for the operation or protection of the Airport.

**205. INSURANCE REQUIREMENTS**

1. Any Operator conducting business on the Airport shall procure and maintain, during the term of an Agreement, insurance policies required by law and the types and minimum limits set forth in Appendix B of these Minimum Standards for each activity. The insurance company or companies underwriting the required policies shall be licensed or authorized to write such insurance in the State of West Virginia and shall be rated A- or greater by A. M. Best Co.
2. The business operation shall not commence work until the required insurance is obtained and until such insurance has been reviewed and approved by the Airport Owner.
3. All policies, except Workers' Compensation Policy, shall name the Airport Owner as "Additional Insured."

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### **SECTION III MINIMUM STANDARDS**

#### **301. GENERAL**

- A.** The following shall apply to all existing and prospective commercial operators desiring to operate at the Airport. Existing operators will be required to modify lease agreements in accordance with these standards prior to renewal of existing agreements. Any amendments or addendums to existing agreements will comply with these standards
- B.** No Entity may provide services at the Airport without an Agreement from the Airport Owner. The Agreement may be a Lease and/or a Permit. All activities not specifically covered in these Minimum Standards, including special events, shall have a negotiated lease or permit.
- C.** Agreements shall be for a term to be mutually agreed upon between the entities with due consideration for the financial investment and the need to amortize improvements to the leasehold.
- D.** The service provider shall lease from the Airport Owner, or sub-lease with prior Airport Owner approval, the minimum space and facilities described within these Minimum Standards for the service(s) to be provided to the public on the Airport. Leased space may be existing or new construction, the sufficiency of which shall be approved by the Airport Owner. All required Permits will be obtained from the Airport Owner prior to commencing operations using the facilities of the Airport.
- E.** Any Operator desiring to construct, install, erect, or modify any building, sign, structure, facility, or equipment on the Airport shall be required to submit a copy of the plans and specifications for the same containing at a minimum a general layout, drawn to scale, showing the parcel of land actually required for the construction of such building or facility.
- F.** All buildings constructed, installed, erected, or modified shall conform to the requirements of the Airport and all applicable building codes, and be approved by the Airport Owner, whether or not building permits are required.
- G.** No lights, antennae, signs, billboards or advertising signs shall be installed on leased premises without the prior written approval of the Airport Owner. The Airport Owner shall have the right to install its own identifying signs and antennae on the outside of any leased premises.

- H. The prospective service provider shall have its premises open and services available in accordance with those hours agreed upon and required by the Airport Owner and shall make provisions for a qualified individual to be in attendance at the facility at all times during the required operating hours.

### 302. AVIATION FUEL AND OIL SALES/LINE SERVICES FBO

#### A. Statement of Concept:

1. An aviation fuel and oil sales/line services Fixed Base Operator (FBO) at the Airport is a Commercial Operator granted the right by the Airport Owner to operate on the Airport and engage in the retail sale of aviation fuels and lubricants; line services and support; parking, tiedowns, and hangars; aircraft maintenance; and a minimum of three (3) of the following: flight instruction (either Part 91 or Part 141); aircraft rental; aircraft sales; air taxi service; air charter service; avionics/instrument repair; and propeller repair. Line services shall include the sale of into-airplane delivery of recognized brands of aviation fuels, lubricants and other related aviation petroleum products. The Operator shall provide servicing of aircraft, including ramp assistance and parking, storage and tiedown of aircraft within the leased area.
2. The Operator shall remain responsible for compliance with these standards in the event that a sub-lessee of its facility, which has been duly authorized by the Airport Owner, provides any required service on its behalf.
3. The Operator shall conduct its business and activities on and from the leased/assigned premises in a professional manner consistent with the degree of care and skill exercised by experienced Operators providing comparable services, products, and activities at similar airports in like markets.

#### B. Minimum Standards:

Except as otherwise provided in any Agreement between the FBO and the Airport Owner, an FBO providing fuel and oil sales to the public shall be required to provide the following services, personnel, and equipment:

##### 1. Facilities

The FBO shall lease from the Airport Owner sufficient land to lease or construct the following facilities:

**a. Fuel Facilities:**

- 1) The Operator shall provide at least two (2) 10,000 gallon fuel storage tanks at the Eastern WV Regional Airport and maintain an adequate supply of fuel at all times of at least two (2) grades of fuel related to the popular demand of general aviation users of the Airport.
  - 2) Fuel storage tanks shall be above ground units and shall meet all applicable Federal, State of West Virginia, and Berkeley County standards for each type of fuel offered. Fuel storage tanks must include adequate Fuel Spill Prevention features and containment capabilities, together with an approved Fuel Spill Prevention Countermeasures and Control Plan (SPCC), as applicable.
  - 3) Fuel Tenders shall meet all applicable Federal, State of West Virginia, and Berkeley County standards for each type of fuel dispensed. At least one Fuel Tender with a minimum capacity of 750 gallons of aviation gasoline (Avgas) and one Fuel Tender with a minimum capacity of 1,500 gallons of Jet A are required. If additional grades are offered, at least one truck per grade will be required. All dispensing equipment, whether fixed or mobile, shall be equipped with reliable metering equipment, filters, and grounding or bonding equipment and meet all applicable FAA requirements.
- b.** Buildings(s): Properly lighted and heated lounge, public restrooms, training, flight planning and offices of at least 1,000 SF; maintenance shops and spare parts storage of at least 1,000 SF; a hangar of at least 12,000 SF.
- c.** A paved apron of not less than 50,000 SF accommodating aircraft parking and tiedowns, with adequate taxiing maneuvering space and clearances.
- d.** A paved area sufficient to park and safely maneuver a minimum 10 automobiles for patron and employee parking.
- e.** All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

## 2. **Services**

The Operator shall provide the following services:

- a. Fuel, parking, hangar, and tiedown for all aircraft normally using the Airport.
- b. All fueling operations must be conducted in accordance with NFPA 407 regarding grounding/bonding, fire extinguishers, marking and labeling, control of spills, open flames, deadman controls, interlocks, leaking vehicles, etc.
- c. Service equipment necessary to properly provide support to aircraft, including, but not limited to: tire repair and inflating services, strut services, fire extinguishers, aircraft tugs, ground power starter, auxiliary power units, oxygen servicing equipment, aircraft washing services, and recharging or energizing discharged aircraft batteries and starters.
- d. Aircraft-to/from-FBO ground transportation for transient passengers and crew members.
- e. Emergency service to disabled aircraft on the Airport including towing or transporting disabled aircraft to the FBO's premises at the request of the disabled aircraft owner or pilot or the Airport Manager. Movement of any disabled aircraft shall be at the expense of the aircraft owner. The Airport bears no liability in moving an aircraft.
- f. Oxygen dispensing and servicing for low pressure and high pressure gaseous oxygen. Only Aviators Breathing Oxygen quality oxygen shall be offered.

## 3. **Personnel**

- a. The Operator shall have on duty during business hours, trained personnel in sufficient numbers to simultaneously, safely, and efficiently service two (2) aircraft. However, in no event shall the Operator have on duty, during normal business hours, less than two (2) properly trained personnel.
- b. At least one FBO supervisor must have completed an aviation fuel training course in fire safety as approved by the Airport Owner.
- c. All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel, must receive at least initial on-the-job

training and recurrent instruction every 24 calendar months in fire safety from the supervisor trained in accordance with paragraph 5, b., above.

**4. Hours of Operation**

The FBO shall provide services between the hours of 7:00 AM and 9:00 PM daylight savings time; otherwise between the hours of 7:00 AM and 7 PM, and on call during the remaining hours of the day, seven (7) days a week.

**303. SELF-SERVICING/SELF-FUELING**

**A. Statement of Concept**

1. Owners and lessees of aircraft operating from EWVRA may desire to provide their own aircraft services, including fueling. Those desiring to do so should present their request to the Airport Manager.
2. Self servicing is the dispensing of fuel into an aircraft by the owner from facilities provided by that owner. This section applies exclusively to the dispensing of fuel by other than an Aircraft Fuels and Oil Sales/Line Services FBO.
3. Self Fueling is the dispensing of fuel by a pilot into an aircraft from a pump installed for that purpose. Self Fueling is not provided at EWVRA at this time.

**B. Minimum Standards**

Self-servicing by private or corporate owners or lessees of aircraft will be permitted by the Airport Manager, provided that the aircraft owner or lessee adheres to the appropriate sections of the Airport Rules and Regulations, as well as those further defined herein.

**1. Facilities**

- a. The dispensing of fuel must meet all applicable Airport, State, and Federal regulations, including Federal Aviation Administration (FAA) Advisory Circulars, as well as American Standard Testing Method (ASTM) D-910 for Avgas, ASTM D-1655 for jet fuel, and ASTM D-439-58 for Mogas, which shall be determined at the time of delivery into the aircraft, NFPA 407.
- b. Fixed fuel tank storage may be authorized by the Airport Manager. The location will be specified in the request. The tank, any

associated piping, and the fuel dispensing equipment will be aboveground and will meet all applicable law and NFPA codes for fuel tanks. The tank will hold a minimum of 1,200 gallons.

- c. Jet fuel may only be dispensed from a mobile Fuel Tender with a capacity of at least 500 gallons. Avgas may only be dispensed from a mobile Fuel Tender with a capacity of at least 500 gallons. Fuel tenders will be parked in designated locations.

## 2. **Permit**

All aircraft owners/lessees self-fueling will be governed by a Fueling Operations Permit issued by the Airport Manager. Each permit will be valid for a period of one year. An annual fee, a fuel flowage fee, and/or a minimum guarantee may be required.

## 3. **Personnel**

- a. Aircraft owner or designee shall maintain a log of the type and amount of fuel dispensed into its aircraft, with said log to be available for review by the Airport Manager upon request. A person shall report the type and amount of fuel dispensed during each calendar month and submit such report and the appropriate fuel flowage fees to the Airport Manager on or before the 10<sup>th</sup> day of each subsequent month.
- b. Aircraft owner or designee shall be responsible for the payment of the appropriate federal and state taxes on aviation fuels and for all reports required by the Internal Revenue Service, and shall comply with all applicable federal statutes and regulations, including, but not limited to, those promulgated by the FAA.
- c. Aircraft owner or designee is required to be knowledgeable of and comply with the Airport's Storm Water Pollution Prevention Plan and Spill Prevention and Cleanup Plan.

## 304. **AIRFRAME AND POWERPLANT REPAIR FBO or SASO**

### A. **Statement of Concept:**

An airframe and powerplant repair FBO or SASO provides one or a combination of airframe, engine, and accessory repairs on aircraft. This category shall also include the sale of aircraft parts and accessories. Typically, this type of repair is performed on the aircraft, although it may also include the bench repair of items removed from an aircraft that are intended to be replaced on that aircraft.

**B. Minimum Standards**

Except as otherwise provided in any Agreement between the FBO/SASO and the Airport Owner, an FBO/SASO conducting aircraft servicing to the public shall be required to provide the following facilities, services, personnel and equipment:

**1. Facilities**

The FBO/SASO shall lease from the Airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease or construct the following facilities:

- a. A building that will provide a minimum of 4,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting room area that includes sanitary restroom facilities and a public telephone.
- b. A paved aircraft parking apron sufficient to tie down and safely maneuver four (4) aircraft of the type normally expected to be served or 10,000 SF, whichever is greater.
- c. A paved vehicular parking area sufficient to park and maneuver a minimum of five (5) vehicles for customer and employee parking.
- d. With the prior written permission of the Airport Manager, these requirements may be satisfied by a sublease of such space from an existing FBO/SASO.
- e. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

**2. Personnel**

The FBO/SASO shall have in its employ, and on duty during appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth herein in an efficient manner, but never less than one full-time person currently certificated by the FAA with ratings appropriate for the work being performed and who holds an airframe, power plant, or an aircraft inspector rating, and one other person not necessarily rated.

**3. Equipment**

The FBO/SASO shall provide the appropriate equipment, in sufficient quantities and types required for certification by the FAA as an approved repair station and shall demonstrate such certification to the EWVRAA. The FBO/SASO shall

maintain on its premises, and commit for use, suitable tractors, tow bars, jacks, dollies and other equipment as might be needed to remove a disabled aircraft of the largest type normally serviced.

**4. Hours of Operation**

Normal operating hours shall be from 9 AM until 5 PM, five (5) days a week, Monday thru Friday.

**305. AIRCRAFT SALES FBO or SASO**

**A. Statement of Concept:**

An Aircraft Sales FBO/SASO engages in the purchasing and selling of new and/or used aircraft through various methods including matching potential customers with an aircraft (brokering), assisting a customer in the purchase or sale of an aircraft, or purchasing used aircraft and marketing them to potential purchasers.

**B. Minimum Standards**

The FBO/SASO shall become an authorized dealer or distributor for an aircraft manufacturer. Except as otherwise provided in any Agreement between the FBO/SASO and the Airport Owner, the FBO/SASO shall provide the following:

**1. Facilities**

The FBO/SASO shall lease from the Airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease or construct the following facilities:

- 1) A building which will provide a minimum of 3,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area which includes sanitary restroom facilities and a public telephone.
- 2) A paved apron sufficient to tie down, park, and safely maneuver a minimum of three (3) aircraft of the largest size intended to be sold, or 10,000 SF, whichever is greater. In the event the FBO/SASO desires to tie down or display additional aircraft, the space requirement will be determined at the sole discretion of the Airport Manager.
- 3) A paved parking area sufficient to park and maneuver five (5) automobiles for customer and employee parking.

- 4) All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

2. **Personnel**

- a. The FBO/SASO shall have in its employ, and on duty during the appropriate business hours set forth herein, a minimum of one currently FAA-certificated Commercial Pilot, with appropriate ratings for the aircraft to be demonstrated.

3. **Aircraft**

Any FBO/SASO engaged in the sale of new and/or used aircraft shall have available, or on call, at least one current properly certificated and airworthy model demonstrator and provide for demonstrations of additional models of the manufacturer for which a dealership is held.

4. **Services**

Any FBO/SASO engaged in the sale of new and/or used aircraft through a licensed dealership or franchise (retail or wholesale) of an aircraft manufacturer, shall provide or make arrangements for such repairs, services, and parts necessary to meet any warranty or guarantee on aircraft sold.

5. **Permits and Licenses**

Any FBO/SASO shall obtain and hold all appropriate dealership licenses and/or permits.

6. **Hours of Operation**

Normal operating hours shall be from 9 AM until 5 PM, five (5) days a week, Monday thru Friday.

**306. AIRCRAFT COMPONENT REPAIR FBO or SASO**

A. **Statement of Concept:**

An Aircraft component repair FBO/SASO engages in the business of, and providing a shop for, the repair of aircraft radios, propellers, instruments and accessories for general aviation aircraft. This category includes the sale of new or used aircraft radios, propellers, instruments, and other aviation accessories. The Operator shall hold the appropriate repair shop certificates issued by the FAA.

**B. Minimum Standards**

**1. Facilities**

The FBO/SASO shall lease from the Airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease or construct the following facilities:

- a. A building which will provide an minimum of 3,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area which includes sanitary restroom facilities and a public telephone.
- b. A paved apron sufficient to tie down, park, and safely maneuver a minimum of three (3) aircraft of the largest size intended to be repaired, or 7,500 SF, whichever is greater. In the event the FBO/SASO desires to tie down or display additional aircraft, the space requirement will be determined at the sole discretion of the Airport Manager.
- c. A paved parking area sufficient to park and maneuver five (5) automobiles for customer and employee parking.
- d. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

**2. Personnel**

The SASO shall have in its employ, and on duty during the appropriate business hours set forth herein, sufficient trained personnel certificated by the FAA to accomplish the work required.

**3. Hours of Operation**

Normal operating hours shall be from 9 AM until 5 PM, five (5) days a week, Monday thru Friday.

**307. AIRCRAFT RENTAL FBO or SASO**

**A. Statement of Concept.**

An aircraft rental FBO/SASO engages in the rental or lease of aircraft to the public.

**B. Minimum Standards**

Except as otherwise provided in any Agreement between the FBO/SASO and the airport, the FBO/SASO shall provide the following:

**1. Facilities**

The FBO/SASO shall lease from the Airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease or construct the following facilities:

- a. A building which will provide a minimum of 500 SF of properly lighted and heated office space to perform work, provide storage, a public waiting area, and access to sanitary restroom facilities and a public telephone.
- b. A paved apron sufficient to tie down, park, and safely maneuver a minimum of two (2) properly certificated and airworthy aircraft of the largest size intended to be rented, or 7,500 SF, whichever is greater. In the event the FBO/SASO desires to tie down additional aircraft, the space requirement will be determined at the sole discretion of the Airport Manager.
- c. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

**2. Personnel**

The FBO/SASO shall have available in its employ and on duty during the business hours set forth herein, trained personnel in such numbers to ensure the expeditious accommodation of its customers. At least one employee shall be a properly rated commercial pilot, to include instructor rating.

**3. Aircraft**

The FBO/SASO shall have available for rental, either owned or under written lease to the FBO/SASO, not less than two (2) certificated and airworthy aircraft, and at least one of which must have no less than four (4) seats, and at least one of which must be equipped for and capable of flight under instrument conditions.

**C. Hours of Operation**

Normal operating hours shall be from 9 AM until 5 PM, five (5) days a week, Monday through Friday.

**308. FLIGHT TRAINING FBO or SASO**

**A. Statement of Concept**

A flight training FBO/SASO engages in instructing pilots in dual and solo flight training, in fixed and/or rotary wing aircraft, and provides such related ground school instruction as is necessary to taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.

**B. Minimum Standards**

An FBO/SASO engaged in flight training shall meet all of the requirements established in the following standards.

**1. Facilities**

The FBO/SASO shall lease from the airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease or construct the following facilities:

- a. A building that will provide a minimum of 2,000 SF of properly lighted and heated space to perform work and to provide storage, office space, and a public waiting area, which includes a sanitary restroom and a public telephone.
- b. A paved apron sufficient to tie down, park, and safely maneuver a minimum of three (3) small aircraft or 7,500 SF, whichever is greater. In the event the FBO/SASO desires to tie down or display additional aircraft, the space requirement will be determined at the sole discretion of the Airport Manager.
- c. A paved vehicular parking area sufficient to park and maneuver five (5) vehicles for customer and employee parking.
- d. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

**2. Personnel**

The FBO/SASO shall employ, on a full-time basis, at least one flight instructor who has been properly certificated by the FAA to provide the type of training offered. The FBO/SASO shall have at least one part-time, on-call flight instructor who has been properly certificated by the FAA to provide the type of training offered.

**3. Aircraft**

The FBO/SASO shall have available for use in flight training, either owned or under written lease to the FBO/SASO, not less than two (2) properly certificated aircraft for the type of training to be offered, at least one of which must be a four-place aircraft, and at least one of which must be equipped for and capable of use for instrument flight instruction.

**4. Hours of Operation**

Normal operating hours shall meet public demand.

**309. AIR TAXI/CHARTER FBO or SASO****A. Statement of Concept**

An unscheduled, or scheduled air charter or air taxi FBO/SASO engages in the business of providing air transportation (persons or property) to the general public for hire, on an unscheduled or scheduled basis under FAR Part 135. Air Taxi operations include Air Ambulance operations.

**B. Minimum Standards**

Except as otherwise provided in any Agreement between the FBO/SASO and the Airport, an Air Taxi/Charter Operator shall provide the facilities, personnel, services and equipment described below:

**1. Facilities**

The FBO/SASO shall lease from the Airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease or construct the following facilities:

- a. A building that will provide a minimum of 2,000 SF of properly lighted and heated space to provide storage, office space, and a public waiting area, which includes a sanitary restroom and a public telephone.

- b. A paved apron sufficient to tie down, park, and safely maneuver a minimum of two (2) aircraft of the largest size intended to be used in the air taxi/charter operation, or 7,500 SF, whichever is greater. In the event the FBO/SASO desires to tie down additional aircraft, the space requirement will be determined at the sole discretion of the Airport Manager.
- c. A paved parking area sufficient to park and maneuver ten (10) automobiles for customer and employee parking.
- d. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

## 2. Personnel

The FBO/SASO shall have in its employ, and on duty during the appropriate business hours set forth herein, the required number of FAA-certificated commercial pilots appropriately rated to lawfully accommodate the flight activity offered by the Operator. The Operator shall ensure that additional trained personnel are available at the Airport in sufficient numbers to ensure the efficient processing of passengers and baggage, to include passenger support services.

## 3. Aircraft

It shall be left to the discretion of the Operator to determine the type and number of aircraft to meet the desired level of service. All aircraft will be owned or leased, in writing, to the Operator, and will be properly certificated and airworthy and meet all the requirements of the commercial operator certificate held by the Operator.

## 4. Hours of Operation

The hours of operation shall be sufficient to meet public demand.

# 310. COMMERCIAL AIRCRAFT HANGAR OPERATOR

## A. Statement of Concept.

An aircraft hangar operator is an operator engaged in the ownership or lease of aircraft hangars providing aircraft storage for its tenants.

**B. Minimum Standards**

Except as otherwise provided in any Agreement between the Operator and the Airport Owner, a Commercial Aircraft Hangar Operator shall provide the facilities, personnel, services and equipment described below:

**1. Facilities**

The Operator shall lease from the Airport (or sublease from an FBO or SASO with approval of the Airport Owner) sufficient land to lease to accommodate the Operator's activities and operations.

- a. Minimum hangar sizes for aircraft storage shall be as follows:
  - 1) T-hangars – 1,200 SF with a depth of 40 feet and
  - 2) Conventional or Unit hangars – 6,400 SF with a depth of 80 feet.
- b. A paved aircraft apron with adequate tie-downs within the leased area to include a paved area sufficient to accommodate the movement of aircraft from its facility to the taxiway system.

**2. Personnel**

The Operator shall have an employee in the facility office or readily on-call and available at all times during the required operating hours.

**3. Subleasing**

The Operator may sublet hangar space for aircraft storage without approval of the Airport Owner; however, any such subletting shall be subject to all Airport Rules and Regulations, as well as the minimum standards herein set forth. The sublessee must agree to assume the full obligations of the lease as set out herein and must agree to fully cooperate with the Airport Owner in seeing that these standards are complied with. The sublessee shall immediately comply with any reasonable request or direction of the Airport Owner as it relates to the enforcement of these standards.

**4. Hours of Operation**

Normal operating hours shall meet public demand.

**311. PRIVATE OWNER AIRCRAFT STORAGE**

**A. Statement of Concept**

Private owner aircraft storage is provided for the storage of aircraft only. These facilities are to be used by owners or lessees to store their aircraft. This shall include any aircraft storage site for the purpose of storing privately owned/leased aircraft. It may include, but not limited to, T-hangars and tiedown spots.

**B. Minimum Standards**

Except as otherwise provided in any Agreement between a lessee and the Airport Owner, all tenants, including guests, shall:

1. Use the leased facilities for storage and self servicing of aircraft and aircraft-related items. Vehicles may be parked in T-hangars while aircraft is in operation.
2. Store no flammable, explosive, or hazardous materials unless contained in the fuel tanks or engine of the aircraft. A minimal amount of engine oil (not to exceed two times the amount of the capacity required for the aircraft) is allowed.
3. Conduct no commercial or industrial activity, nor any other activity, not specifically approved in the lease.
4. Conduct no aircraft washing in the storage location. A wash area is provided for light twin and smaller aircraft at the GA maintenance area. Aircraft owners/lessees wishing to perform maintenance on their own aircraft shall use all precautions to prevent hazardous materials from entering storm drains or soil areas. All waste materials shall be promptly removed from the airport.

**312. EXEMPT FLYING CLUBS**

**A. Statement of Concept**

Flying clubs are organized groups of individuals who band together for the purpose of sharing expenses of owning and operating one or more aircraft. While a Flying Club may provide its members the same services as an FBO, it exists only to serve its members and thus offer no direct competition to an FBO.

**B. Minimum Standards**

All Flying Clubs desiring to base one or more aircraft at EWVRA and be exempt from the commercial requirements of Minimum Standards governing FBOs/SASOs shall:

1. Be a registered not-for-profit corporation with the State of West Virginia.
2. Each Club member shall be a bona fide owner of the aircraft or a member of the not-for-profit corporation.
3. The Club's aircraft shall not be used by other than bona fide members for rental and by no one for commercial purposes.
4. The Club may not derive a profit from the operation, maintenance, or replacement of its aircraft.
5. Flight instruction may not be given in Club aircraft except when such instruction is given by an Operator based on the Airport authorized to provide flight training or by an instructor who shall not receive remuneration in any manner for such service.
6. The Club shall file a copy of its bylaws, articles of incorporation, partnership or other documentation validating its existence and shall keep current with the Airport Manager a complete list of the Club's membership, including names of officers and directors; evidence that the ownership of Club aircraft is vested in the Club; and operating rules of the Club. The books and other records of the Club shall be available for review at any reasonable time by the Airport Manager or designated representative.
7. There are no specific facility requirements for exempt Flying Clubs. They will comply with all airport Rules and Regulations and applicable provisions of the Minimum Standards.
8. Violation of these standards shall be grounds for termination of exempt status.

**313. COMMERCIAL FLYING CLUBS****A. Statement of Concept**

A Commercial Flying Club is an entity engaged in the ownership or lease of aircraft and providing flying services for its members and others, but does not meet the rigid requirements established for Exempt Flying Clubs established in Section 312, above.

**B. Minimum Standards****1. Facilities**

The Commercial Flying Club shall lease from the Airport an area of land on which will be erected a building (or sublease from an existing FBO/SASO with the approval of the Airport Manager) to provide

- a. Sufficient area to accommodate the Flying Club's activities and operations.
- b. Floor space sizing to be determined by the Airport Manager.
- c. Sufficient automobile parking spaces.
- d. A paved apron within the leased area sufficient to tie down, park, and safely maneuver its aircraft from its facility to the taxiway complex.

**314. SPECIALIZED OPERATIONS FBO or SASO****A. Statement of Concept**

A specialized commercial flying service FBO/SASO is a person or persons, firm or corporation engaged in air transportation for hire for the purpose of providing the use of aircraft for specialized activities including, but not limited to:

1. Nonstop sightseeing flights that begin and end at EWVRA.
2. Crop dusting, seeding, spraying, and bird chasing.
3. Banner towing or aerial advertising.
4. Aerial photography or survey.
5. Power line or pipe line patrol.

6. Fire fighting.
7. Hot air balloon or blimp operations.
8. Cargo flights by non-tenants.
9. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

**B. Minimum Standards**

**1. Facilities**

- a. The FBO/SASO shall lease from the airport a building with sufficient space to accommodate all activities and operations proposed by the FBO/SASO. The minimal area in each case shall be subject to the approval of the Airport Manager. In the case of crop dusting or aerial applications, the FBO/SASO shall make suitable arrangements and have such space available in its leased area for the safe loading and unloading, storage and containment of chemical materials.
- b. The FBO/SASO must provide, by means of an office and a telephone, a specific point of contact for the public desiring to use the FBO/SASO's services.
- c. All points of access will conform to criteria specified in the Americans with Disabilities Act (ADA).

**2. Personnel**

- a. The FBO/SASO shall have in its employ, and on duty during appropriate business hours, properly trained personnel in such numbers as may be required to safely and efficiently provide the permitted service(s).

**3. Permits**

A Commercial Operators Permit from the Airport Manager is required for specialized operations.

**315. MOBILE SERVICE PROVIDERS****A. Statement of Concept**

A Mobile Service Provider (MSP) is a person or entity that provides commercial aeronautical services on Airport property, but does not operate out of owned or leased property on the Airport. An MSP may provide any Aeronautical service and related activities. However, an MSP may not provide aircraft airframe and engine maintenance or aircraft retail fueling. Examples of MSPs include, but are not limited to: aircraft detailers, flight instructors, dynamic propeller balancers, and mobile oil recyclers.

**B. Minimum Standards****1. Personnel**

- a. The MSP shall provide to the Airport Owner, and keep current, a written statement of names, addresses, and contacts of all persons responsible for the operations and management of the MSP.
- b. The MSP shall provide written evidence that all of its employees are properly certified and/or otherwise qualified to perform the permitted work.

**2. Permit and Licenses**

A Commercial Operators Permit from the Airport Manager is required for MSP operations.

**316. OFF AIRPORT ACCESS (THROUGH-THE-FENCE) OPERATIONS**

- A. Existing through-the-fence operators will be given no more than a one year agreement at a time upon expiration of an existing lease.
- B. No new through-the-fence operations will be permitted.
- C. Existing through-the fence operators will pay lease fee's equal to the fee's on-field operators are required to pay.

**317. NON-COMMERCIAL OPERATORS****A. Statement of Concept:**

An Entity that desires to operate from privately-owned hangar(s), which may include dispensing aviation fuels and oil and provide other related services for its own aircraft, shall meet the following minimum standards.

**B. Minimum Standards:****1. Privately-Owned Conventional Hangars****a. Land Lease Improvements**

- 1) The Entity shall lease from the EWVRAA an area of land on which will be erected a building (or sublease with appropriate approvals from an existing Commercial Operator) to provide:
  - (a) Sufficient area to accommodate the Entity's activities and operations.
  - (b) A minimum of parking space to accommodate automobiles with no on-street parking.
  - (c) Paved walkways with all points of access conforming to criteria specified in the Americans with Disabilities Act (ADA).
- 2) The Entity shall provide a paved aircraft apron within the leased area to accommodate the movement of aircraft between its facility and the taxiway system.
- 3) If the Entity desires to maintain its own aviation fuel farm facility, such facility shall be located within the Entities leased space, subject to applicable building and fire codes in effect at the time of Entity's construction of such fueling facility.

**b. Services Permitted**

- 1) Lessee may hangar, tiedown, adjust, repair, refuel, clean, and otherwise service its own aircraft, provided it does so with its own employees. Lessee shall not sell, barter, trade, share, sub-lease, or in any manner provide hangar space, fuel or fueling facilities to any other airport tenant or user, or to any other aircraft except those aircraft owned or leased for the exclusive use of the tenant designated in the Airport Lease Agreement.

- 2) No commercial activity of any kind shall be permitted on the premises.
- 3) Hangar, shop, office, or ramp space shall not be shared, subleased or used by anyone other than the Lessee. Lessee shall not exercise any other rights or privileges reserved to commercial Fixed Base Operators or SASO's at the Airport.

**c. Permit and Licenses**

A Fueling Operations Permit from the Airport Manager is required for any fueling operations.

## APPENDIX A

# MINIMUM REQUIREMENTS FOR A BUSINESS PLAN

1. All services that will be offered.
2. Amount of land desired to be leased.
3. Building space that will be constructed or leased.
4. Number of aircraft that will be provided.
5. Equipment and special tooling to be provided.
6. Number of persons to be employed.
7. Short resume for each of the owners and financial backers.
8. Short resume for the manager of the business (if different from 7, above) including this person's experience and background in managing a business of this nature.
9. Periods (days and hours) of proposed operation.
10. Amounts and types of insurance coverage to be maintained.
11. Evidence of the projections for the first year and the succeeding 4 years.
12. Methods to be used to attract new business (advertising and incentives).
13. Amenities to be provided to attract business.
14. Plans for physical expansion if business should warrant such expansion.

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## APPENDIX B

### MINIMUM INSURANCE REQUIREMENTS

1. Any insurance required by minimum standards shall name the Eastern WV Regional Airport (E WVRAA) as additional insured.
2. Policies must include a requirement that a sixty (60) day notice of cancellation, material change or non-renewal should be sent to the Airport Manager. If this sixty (60) day notice is not available, then a binder or extension should be delivered to the Airport Manager thirty (30) days prior to expiration.
3. Insurance must meet the requirements of the E WVRAA in effect at the time. A certificate of required insurance is to be provided to the Airport Manager. Inclusion of the lessor as additional insured shall not operate as a bar to any claim lessor might have had except for this inclusion.
4. Hangar Keepers liability insurance will be required whenever aircraft other than aircraft owned or operated by the lessee will be located on the leased premises for any purpose. The required limit of coverage will be equal to the maximum value of such property subject to loss or damage. A certified copy of the policy shall be provided when requested to the Airport Manager.
5. Application for Permit shall disclose anticipated bailee exposures. Six (6) months after operations commence, and annually thereafter, the lessee shall file a schedule of property stored with lessee's statement of value for each item. The E WVRAA may require adjustment of insurance limit as necessary.
6. The following provides a listing of the types of insurance coverages that are recommended for the various types of commercial operators at E WVRA. The amounts of coverage required shall be determined at the time of the agreement with the E WVRAA and based on the requirements in force at the time.

#### FIXED BASE OPERATOR

1. Bodily Injury
2. Property Damage
3. Hangar Keeper's Liability
4. General and Environmental Liability
5. Products and Completed Operations Liability
6. Motor Vehicle Liability

## **AIRCRAFT AIRFRAME AND ENGINE MAINTENANCE AND REPAIR**

1. Bodily Injury Liability
2. Passenger Liability
3. Property Damage

## **AIRCRAFT SALES**

1. Liability, Bodily Injury and Property Damage
2. Comprehensive Public Liability and Comprehensive Public Property Damage
3. Property Damage
4. Motor Vehicle Liability
5. Hangar Keeper's Liability

## **AIRCRAFT LEASE AND RENTAL**

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Comprehensive Public Property Damage
5. Bodily Injury
6. Property Damage
7. Student and Renter's Liability
8. Hangar Keeper's Liability
9. Motor Vehicle Liability

## **AIRCRAFT CHARTER AND AIR TAXI SERVICE**

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Comprehensive Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keeper's Liability
8. Motor Vehicle Liability
9. Products and Completed Operations Liability

## **AIRCRAFT STORAGE AND HANGARS**

1. Hangar Keeper's Liability
2. Motor Vehicle Liability

### **AVIONICS, INSTRUMENT, OR PROPELLER REPAIR**

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Comprehensive Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keeper's Liability
8. Motor Vehicle Liability
9. Products and Completed Operations Liability

### **FLIGHT TRAINING**

1. Bodily Injury Liability
2. Property Damage Liability
3. Comprehensive Public Liability and Comprehensive Public Property Damage
4. Bodily Injury
5. Property Damage
6. Student and Renter's Liability
7. Motor Vehicle Liability
8. Hangar Keeper's Liability

### **SPECIALIZED OPERATIONS FBO OR SASO**

1. Bodily Injury Liability
2. Property Damage Liability
3. Passenger Liability
4. Comprehensive Public Liability and Comprehensive Public Property Damage
5. Bodily Injury
6. Property Damage
7. Hangar Keeper's Liability
8. Motor Vehicle Liability
9. Products and Completed Operations Liability