
TOLEDO-LUCAS COUNTY PORT AUTHORITY

TOLEDO EXPRESS AIRPORT

&

TOLEDO EXECUTIVE AIRPORT

MINIMUM STANDARDS



Effective: August 23, 2007

Revised: February 27, 2014

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SECTION ONE – PREAMBLE & POLICY

GENERAL

The Toledo-Lucas County Port Authority (Board), being responsible for the administration of the Toledo Express Airport and Toledo Executive Airport (formerly Metcalf Field) does hereby establish the following Minimum Standards policy for the Airports:

These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Aeronautical Activities at the Airports including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, (2) ensure that those entities obtaining the approval of the Board to engage in such activities are not exposed to unfair competition, and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities.

These Minimum Standards have also been established to comply with FAA Grant Assurance 22 *Economic Nondiscrimination* Sections (h) and (i) (see 49 U.S.C. § 47107) which provides that the airport 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. The airport may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

These Minimum Standards were developed taking into consideration: (1) the role of each Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at each Airport, (3) the future prospects for and the anticipated development of each Airport and the community, and (4) the promotion of fair competition at each Airport.

The uniform application of these Minimum Standards is considered essential to protect public interest, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

- 1) the delivery of high quality aeronautical products, services, and facilities to Airport customers;
- 2) the design and development of quality aeronautical facilities and improvements at the Airport;
- 3) safety and security;
- 4) the economic health of aeronautical businesses;
- 5) the orderly development of Airport property;
- 6) the consistent establishment of policy to avoid conflict of interest and politically motivated pressures.

ADMINISTRATION AND POLICY OVERSIGHT

While the Board is responsible for the administration of the Airport and has the ultimate policy-making authority in this regard, Port President and the Airports Director, in conjunction with the Chair of the Airport Committee of the Board, shall interpret and enforce these Minimum Standards.

EFFECTIVE DATE

These Minimum Standards shall be effective on August 23, 2007, as revised effective **February 27, 2014**, and shall remain in effect until such time that these minimum standards are either repealed or amended.

REPEAL OF “MAY 2, 1990 STANDARDS”

These Minimum Standards shall repeal and replace the Toledo-Lucas County Port Authority Board Minimum Standards for Aeronautical Activity at Toledo Express Airport having an effective date of May 2, 1990.

AMENDMENT OF STANDARDS

In adopting the standards set forth herein, the Board expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by this or any future Board and that no rights shall accrue to any FBO, SASO or third party by virtue of this adoption of these Standards.

OWNER’S RIGHTS

The establishment of these Minimum Standards does not alter the Board’s proprietary right to engage in the development of Airport property as it deems prudent, including development of Aeronautical Activities historically exercised by the Board or which are not otherwise conferred exclusively herein.

SEVERABILITY

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent, or approval that an entity may or is required to give to the Board, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Toledo-Lucas County Port Authority
Toledo Express Airport/Toledo Executive Airport
11013 Airport Highway, Box 11
Swanton, OH 43558

VARIANCES AND DEVIATIONS

The Board reserves the right to authorize variances or deviations from these Minimum Standards. Such variances or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Board in writing in a form described by the Board.

ENFORCEMENT

Any Operator that desires to provide any aeronautical services at either airport must have an agreement with the Port Authority and comply with these Minimum Standards. The Director shall enforce the provisions of these Minimum Standards and may call upon law enforcement for such assistance as the Director may, from time to time, require.

Permits: Failure to comply with the applicable standards set forth herein may result in the temporary suspension of the applicable activity permit issued to Operator. Subsequent violations may result in permanent revocation of the associated permit thereby removing any right of the Operator to conduct the

activities granted under the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations.

Furthermore, failure to comply may also result in the termination of other Agreements between the Operator and the Board.

SECTION TWO - DEFINITIONS

AC (ADVISORY CIRCULAR) – documents published by the FAA that contain information about standards, practices and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, or regulations.

AERONAUTICAL ACTIVITY - 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 such operations. Activities within this definition, commonly conducted on airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities. Activities such as model aircraft and model rocket operations are not aeronautical activities.

AERONAUTICAL SERVICE - any service which involves, makes possible or is required for the operation of Aircraft, or which contributes to or is required for the safety of Aircraft operations commonly conducted on the Airport by a entity who has a lease, Sublease, Sublicense, or operating Agreement (and a permit) from the Airport owner to provide such service.

AGREEMENT - a written contract, executed by both parties, and enforceable by law between the Board and an entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. For purposes of clarification, the following terms may be substituted for the term Agreement – Lease or Concession.

AIRCRAFT - any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

AIRCRAFT OPERATOR - a person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC - a individual, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance or alteration of an aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain regulator measures.

AIRPLANE DESIGN GROUP - A grouping of airplanes based on wingspan. For purposes of these Minimum Standards, the Term Airplane Design Group may be referred to as simply Group I or GI, etc.

The groups are as follows:

- Group I Up to but not including 49 feet; and
- Group II 49 feet up to but not including 79 feet; and
- Group III 79 feet up to but not including 118 feet; and
- Group IV 118 feet up to but not including 171 feet; and
- Group V 171 feet up to but not including 214 feet; and
- Group VI 215 feet up to but not including 262 feet.

AIRPORT - means the Toledo Express Airport and Toledo Executive Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.

AIRPORT CERTIFICATION MANUAL - a document required by the FAA detailing the Airport's requirements as contained in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) - The drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, nav aids, etc.

AIRPORT OPERATIONS AREA (AOA) - is a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps, Ramps, taxiways, runways, unimproved land attributed to the taxiways and runways, safety clear areas, areas beneath the terminal building, areas beneath the concourses and contiguous areas delineated for the protection and security of aeronautical activity.

AIRPORT SECURITY PLAN - a document required by the Transportation Security Administration detailing the Airport's requirements as contained in the applicable security regulations.

AIRPORTS DIRECTOR (DIRECTOR) - the individual charged with the duty to manage, supervise, control, and protect the Airport or such other employee of the Department as the Director may from time to time designate to carry out the duties of the Director.

BOARD - the Toledo-Lucas County Port Authority Board, acting for and on behalf of the Toledo-Lucas County Port Authority, and responsible for the administration of the Toledo Express Airport and Toledo Executive Airport.

CFR - Code of Federal Regulations.

COMMERCIAL - for the purpose of securing earnings, income, compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished.

CO-OPERATIVE (CO-OP) FUELING - an organization formed by Aircraft Owners, air carriers or flight departments for self-fueling purposes. **This type of fueling is prohibited at either airport.**

EMPLOYEE(S) - any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between “employee” and “contractor” shall be made according to then current Internal Revenue Service standards.

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 can be conferred either by express agreement (i.e. lease agreement), by the 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. Note: An exclusive right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is permitted by federal regulation under certain conditions.

FAA - Federal Aviation Administration. The division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FBO (FIXED BASE OPERATOR) - a commercial business granted the right by the airport sponsor to operate on an airport and provide aeronautical services such as fueling, hangaring, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, etc.

FEDERAL GRANT ASSURANCE - a Federal grant assurance is a provision within a Federal grant agreement to which the recipient of Federal airport development assistance has agreed to comply in consideration of the assistance provided. Grant assurances are required by statute, 49 U.S.C. Section 47101.

GRANTEE - means the term commonly used in various agreements to identify an entity that has been granted certain rights while operating at the Toledo Express Airport and Toledo Executive Airport.

GRANTOR - the term commonly used in various agreements identifying the Toledo-Lucas County Port Authority Board and/or the Toledo-Lucas County Port Authority.

INDEPENDENT OPERATOR - A person or entity that conducts Aeronautical Activities, retaining total and free control over the means or methods used in conducting activities on the Airport but is based on land either adjacent to and/or located other than on the Airport, and whereby such land is not part of the Airport. **This type of operator is not authorized to provide services at either airport.**

MINIMUM STANDARDS - those qualifications, standards, and criteria set forth, by an Airport owner, as the minimum requirements that must be met as a condition for the right to engage in Aeronautical Activities at the Airport.

NON-COMMERCIAL - not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR - any FBO, SASO, and/or any entity subject to the standards set forth herein.

PRIVATE FLYING CLUB - a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

RAMP (APRON) - an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

RAMP PRIVILEGE - the driving of a vehicle upon an Aircraft-parking ramp on the AOA of the Airport to deliver persons, cargo or equipment to an Aircraft or as a matter of necessity.

REGULATORY MEASURES - Federal, state, county, local, and Airport, laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, NFPA, EPA, OSHA, ARFF Standard Operating Guidelines, and the Airport Certification Manual, the Airport's primary guiding documents; all as may be in existence, hereafter enacted, and amended from time to time.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - SASOs are sometimes known as service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only specialized aeronautical services such as aircraft sales, flight training, aircraft maintenance, or avionics services for example.

SELF-FUELING AND SELF-SERVICE - self-fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party. Self-fueling implies using fuel obtained by the aircraft owner from the source of his/her preference. As one of many self-service activities that can be conducted by the aircraft owner or operator by his or her own employees using his or her own equipment, self-fueling, differs from using a self-service fueling pump made available by the airport or an FBO. The use of a self-service fueling pump is a commercial activity and is not considered self-fueling as defined herein. In addition to self-fueling, other self-service activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner.

SUBLEASE - an Agreement entered into by an entity with an Operator that transfers rights or interests in Operator's Premises.

SUBLICENSE - a license giving rights of products or services to a person or company that is not the primary holder of such rights. NOTE: All Sublicense agreements require prior Board approval.

THROUGH-THE-FENCE OPERATION - through-the-fence operations are those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering an aeronautical activity or to owners of aircraft based on land adjacent to, but not a part of, the airport property. The obligation to make an airport available for the use and benefit of the public does not impose any requirement for the airport sponsor to permit ground access by aircraft from adjacent property.

TSA - Transportation Security Administration.

SECTION THREE – GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section Three as well as the minimum standards applicable to the Operator's Activities, as set forth in subsequent sections.

1. EXPERIENCE/CAPABILITY

Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet with the approval of, the Board.

Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. Appendix One – Proposal Requirements should be used as a guide to assist prospective Operator in demonstrating resources and capabilities.

2. AGREEMENT REQUIRED

No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Board; and unless the entity has a valid Agreement with the Board allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Minimum Standards, the Agreement shall govern.

Operators desiring to conduct an Aeronautical Activity shall also be required to obtain a Commercial Aeronautical Activity Permit issued by the Board (before engaging in such Activities) and pay all applicable fees and charges established by the Board for granting such rights and privileges.

An Operator shall not engage in any commercial activity not specifically authorized by Agreement or Permit.

3. PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Policies or Resolutions enacted by the Board or as otherwise specified in a written Agreement.

4. PREMISES

Operator shall, at a minimum, lease the land and/or improvements stipulated for the Activity in these Minimum Standards. All Commercial and Non-commercial Aeronautical Activities must be conducted on the Airport. Through-the-Fence Operations will not be permitted.

Premises used for Commercial purposes that require public access shall have direct landside access.

Ramp/Paved Tie-Downs - ramps/paved tie-downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, (Operator's) Sub-lessee's or (Operator's) Sub-licensee's, and Customer's Aircraft (if applicable) without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways.

Ramps - Ramps associated with hangars shall be sufficient, in size, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or aircraft operating in taxilanes or taxiways, whichever is greater.

Paved Automobile Parking - Paved automobile parking shall be sufficient to accommodate all of the Operator's and Operator's Sub-lessee's or Sub-licensee's (if applicable) customers, employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator's premises and located in close proximity to the Operator's main facility. On-street automobile parking is not allowed.

5. INDEPENDENT OPERATORS

Independent Operators shall not be permitted.

6. FACILITY MAINTENANCE

Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the premises leased/assigned for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by Board, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all structural, interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and replace any property that has been damaged by Operator's activities.

7. PRODUCTS, SERVICES AND FACILITIES

An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, (2) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers), and (3) conduct Activities in a safe, efficient, and first class professional manner, etc.

8. EXCLUSIVE RIGHTS

No person shall be granted an exclusive right to conduct any Commercial Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and minimum standards for Commercial Aeronautical Activities.

The grant of an exclusive right for the conduct of any aeronautical activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur.

- a. Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means

to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract additional Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

- b. **Space Limitations.** The leasing of all available airport land or facilities suitable for Aeronautical Activities to a single enterprise will be construed as evidence of intent to exclude others. This presumption will not apply if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.
- c. **Restrictions Based on Safety.** Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

9. NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Ohio Department of Transportation (ODOT), United States Department of Transportation (USDOT) or by Federal or Ohio statute. In the event of breach of any such covenant, the Board shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Board shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Board by the USDOT, ODOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, ancestry, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

10. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain, maintain, and post (display in a prominent location) all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Board.

11. PERSONNEL

Operator shall have in its employ, on duty, and on premises or readily available during Hours of Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Specific hours of operation are detailed under each Aeronautical Activity and must be adhered to unless otherwise approved by the Director. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall dress professionally applicable to the operation. Operator shall closely supervise service personnel to assure a high standard of service.

No offensive or profane language or symbols will be worn or displayed by any employee. Each employee will conduct themselves in a professional manner at all times.

Upon receipt of a written objection from the Director concerning the inappropriate conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the bases for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

12. AIRCRAFT, VEHICLES, AND EQUIPMENT

All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services.

13. HOURS OF ACTIVITY

Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance, and in writing, by the Director.

14. SAFETY AND SECURITY

The Toledo-Lucas County Port Authority has overall responsibility for safety and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual and the Airport Security Program. These standards and procedures apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the State of Ohio, the Ohio Department of Transportation, and the Board governing the conduct and operation of the Airport and its facilities. The Board agrees that any rules and regulations promulgated by the Toledo-Lucas County Port Authority shall not be inconsistent with any Federal or State rules or regulations. In the event the Board is assessed and pays a fine because of an act or omission of Operator, its employees, agents, or invitees, Operator shall reimburse the Board for such payment within thirty days of the Board providing such notice of payment.

Operators whose facilities have direct access to the AOA shall develop and maintain Airport Tenant Security Programs in accordance with 49 CFR 1542.113.

15. ENVIRONMENTAL

Operator shall at all times and in all respects comply with local, State, and Federal laws ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.

16. INDEMNIFICATION AND INSURANCE

All prospective and existing Operators shall provide to the Board's satisfaction evidence of their ability to procure and maintain insurance coverage in the amounts stipulated for each particular

type of activity according to the insurance requirements established by the Board in consultation with its risk management agent(s), as may be amended from time to time, and kept on file with the Board. Said insurance requirements are subject to periodic modification. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Ohio) satisfactory to the Board having an A.M. Best rating of B+, VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies.

Operator agrees that all of its personal property and all of the personal property of its employees, customers, invitees and guests that may at any time be on the Premises, shall be there at Operator's sole risk and that the Port Authority shall not be liable for any damage to such personal property or loss suffered by the business or occupation of the Operator caused in any manner whatsoever. Operator covenants and agrees to hold the Port Authority harmless from, and to indemnify and defend the Port Authority against any and all loss, cost, injury, damage, death, liability, suit, claim, judgment and lien of every kind and nature that may occur or be claimed by, to or with respect, to any person, corporation, other entity, property or chattels on or about the Premises resulting from any act done or omission or negligence by or through the Operator or caused by or resulting, either directly or indirectly, from Operator's use, non-use, possession or condition of the Premises or conduct of Operator's business thereon. Operator hereby waives all immunity pursuant to any and all worker's compensation acts, including, but not limited to, Ohio Rev. Code Section 4123.74 and Section 35, Article II of the Ohio Constitution, to effectuate the foregoing indemnity.

17. TAXES AND ASSESSMENTS

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Operator's Premises (land and/or improvements), Operator's improvements on Premises, and/or Operator's Activities.

18. MULTIPLE ACTIVITIES

When more than one Activity is conducted, the minimum requirements shall vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

19. NEW ACTIVITIES

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

20. EXISTING AGREEMENTS

It is understood that the establishment of these Minimum Standards will not alter certain provisions or requirements of existing Agreements or Permits between the Board and existing tenants **as of August 23, 2007**.

Existing tenants, however, are encouraged to comply with these Minimum Standards, as set forth herein, even if not contractually obligated to do so.

21. CONSTRUCTION/ALTERATIONS

All alterations and improvements, including but not limited to, offices, hangars, access roads, access taxiways, vehicle parking areas and Aircraft parking areas, shall be in accordance with

design and construction standards established by the Board and in accordance with applicable federal, state and local codes, ordinances, laws, rules and regulations. Operator shall not proceed with any construction or remodeling on the premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Airports Director.

22. SUBLICENSE/SUBLEASE ACTIVITY

All Sublicense/Sublease Agreements require the prior written approval of the Board.

23. COMPLIANCE WITH REGULATORY MEASURES

Operator shall observe and obey all reasonable Regulatory Measures promulgated from time to time by the Department of Transportation (“DOT”), the FAA, the Department of Homeland Security (“DHS”) the Transportation Security Administration (“TSA”), the State of Ohio, and the Board, governing the conduct and operation of the Airport and its facilities.

SECTION FOUR – FIXED BASE OPERATOR

1. DEFINITION

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Activities at the Airport: Fueling (Jet fuel and AvGas); Line (Ground) services and support (hangar, tie-down, and parking, etc); aircraft maintenance.

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the following minimum standards set forth in this Section Four.

An FBO may engage in any SASO activity. An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can Sublease space from an FBO in order to meet minimum standards as long as the FBO meets the Premises requirement for an FBO and the SASO activity.

2. PREMISES

TOLEDO EXPRESS		
Ground	43,560 SF	1.0 acres
Ramp		
Building/Facility	2,000	
Hangar	10,000 SF	
Parking		

METCALF		
Ground	43,560 SF	1.0 acres
Ramp		
Building/Facility	2,000 SF	
Hangar	8,000 SF	
Parking		

Ground area (to meet primary requirement) shall be contiguous. FBO may be permitted to have additional non-contiguous land for its operations.

Ramp area shall provide paved transient Aircraft parking having the weight-bearing capacity to accommodate the largest Aircraft typically handled or serviced by the FBO. Ramp area shall include adequate space to accommodate the number, type, and size of based/transient aircraft requiring tie-down space at the Operator's premises, but no less than 10 paved tie-down spaces.

Building/Facility area shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas, and storage.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

3. FUEL STORAGE

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed fuel storage tank system (in a location designated by Board), containing safety fixtures and filtration systems to ensure fuel quality in accordance with applicable standards. Underground and/or above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, state and local regulations.

At Toledo Express, the system shall have at least 20,000 gallons of storage for Jet A fuel and 10,000 gallons of storage for AVGAS that the FBO is required to provide. At Toledo Executive Airport, the system shall have at least 10,000 gallons of storage for Jet A fuel and 10,000 gallons of storage for AVGAS that the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Director and kept current by Operator.

FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of FBO.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports, including total gallons of fuel **delivered** by type and category, to the Director.

Fueling Requirements

The Operator must have a documented need of at least 200,000 gallons of fuel per year. The Operator shall be required to enter into a fueling agreement with the Port Authority providing for a guaranteed minimum annual payment of flowage fees based upon 200,000 gallons of fuel per year at the then current rate.

The agreement shall require the tenant to pay fuel flowage fees on the actual amount of fuel delivered with an annual minimum of 200,000 gallons. If the tenant has total deliveries of less than 200,000 gallons in a twelve month period, fuel flowage fees shall be paid on the minimum amount of 200,000 gallons. Fuel flowage fees shall be paid as long as the tank is not temporarily or permanently closed for reasons not within the control of the Operator.

The Operator shall construct and maintain its facilities at its own expense, and shall conduct self-fueling operations in compliance with all applicable federal, state, local and industry standards, laws, ordinances and regulations, whether currently in effect or enacted hereafter.

The Operator shall enter into a fueling agreement with the Port Authority. The agreement shall cover current safety, operational and maintenance requirements for fuel farms, and the payment of fuel flowage fees.

Totally mobile fuel dispensing equipment shall not be permitted as fuel storage facilities.

4. FUELING EQUIPMENT

An FBO shall be required to comply with and/or provide the following:

Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).

Proper storage and staging of Refuelers in accordance with all applicable Regulatory Measures.

FBOs providing Jet A service are required to provide both Jet A and 100LL.

Toledo Express and Toledo Executive Airport Refueler Size/Quantity:

At least one 100LL refueler with a 500-gallon minimum

At least one Jet A refueler with a 2,000-gallon minimum (as required)

Backup Equipment:

An FBO having only one Refueler shall be required to have immediate access to the use and operation of a temporary replacement Refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which Refueler shall be made available to FBO. Copies of such agreement shall be made available to the Director upon request.

Use of Equipment:

With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

5. OTHER EQUIPMENT

In regards to line service activities, FBO shall provide tie-down facilities and equipment including rope, chains and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading and towing equipment (tugs and towbars) to safely and efficiently move Aircraft as necessary; equipment for repairing and inflating Aircraft tires, servicing oleo struts, changing oil, washing Aircraft and Aircraft windows and recharging or energizing discharged Aircraft batteries and starters; oxygen and nitrogen; equipment to clean and deodorize both the interior and exterior of Aircraft; telephone and radio contact to service personnel; tools, jacks, ground power units, and a crew/courtesy vehicle.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

6. PERSONNEL

Operator shall have in its employ, on duty, and on premises or readily available during Hours of Activity, courteous, properly trained, fully qualified and certified (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Operators are strongly encouraged to train their personnel in accordance with NATA's Safety First guidelines or its equivalent. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

7. HOURS OF ACTIVITY

FBO shall be open and services (other than fueling and line services) shall be available to meet the reasonable demands of the public for these Activities during normal business hours (8:00 a.m. – 5:00 p.m.) seven (7) days a week.

Fuel and line services shall be available 24 hours per day including holidays. Fueling/line service personnel are not required to be on-site during the hours of 12:00 a.m. and 5:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.

Aircraft maintenance and Aircraft recovery/removal services shall be available 24 hours per day including holidays. Maintenance/recovery personnel are not required to be on-site during the hours of 5:00 p.m. and 8:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.

The Board reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

8. AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO) from the airfield during the hours identified under item 7, Hours of Activity, of this Section Four. FBOs shall develop and maintain a procedure resource list and contact names to assist with the removal of disabled aircraft.

9. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

SECTION FIVE- SPECIALIZED AVIATION SERVICE OPERATORS

1. DEFINITION

A Commercial Operator that provides any one or a combination of Aeronautical Activities. Examples of these services may include aircraft rental; flight training; aircraft maintenance; air ambulance; aircraft sales; avionics, instrument or propeller services; ground handling services; or other specialized commercial flight support businesses. In addition to the General Requirements set forth in Section Three, each SASO shall comply with the following standards set forth in this Section Five.

2. OTHER

A SASO is not permitted to provide, sell, or dispense fuel (aviation or otherwise) to (or barter, trade, or exchange aviation fuel with) the public and/or any other entity.

An FBO may Sublicense any required aviation services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASO must meet all applicable requirements for the Sublicense operation.

A SASO is required to maintain premises at the Airport to meet its minimum standards, which can be obtained by either leasing space from the Board or by subleasing space from an FBO, another SASO, an Airport tenant. .

AIRCRAFT CHARTER OPERATOR

1. DEFINITION

An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125. In addition to the General Requirements set forth in Section Three, each Aircraft Charter Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

3. LICENSES AND CERTIFICATION

Operator shall maintain appropriate FAA certification and approvals required to meet the standards set forth in this category including for Operator itself and any Aircraft or other equipment and copies of such certification and approvals shall be provided to the Board. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one (1) person or the minimum number of persons required to operate the Aircraft being flown, whichever is greater.

5. EQUIPMENT

Operator shall provide, either owned or under written lease, and under the full and exclusive control of Operator, the type, class, size and number of Aircraft intended to be used by Operator, to meet the requirements of the FAA certificate held by Operator.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

COMMERCIAL HANGAR OPERATOR

1. DEFINITION

A Commercial Hangar Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of selling or subleasing (to the public) Aircraft storage facilities and/or associated office or shop space to entities engaging in Aeronautical Activities. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth in this Section Five. **This type of Commercial Operator is only authorized at Toledo Express. Operators at Toledo Executive Airport must be a licensed FBO to perform this service.**

2. PREMISES

Operators must lease a minimum of one half (1/2) acre. The minimum square footage of building space at Toledo Express or Toledo Executive Airport must be 10,000 sq. ft.

Hangar area(s) may be subdivided in units of no less than 1,000 SF for the purposes of creating T-Hangars and/or “condominium” style hangars to accommodate multiple small aircraft.

3. HOURS OF ACTIVITY

Facilities shall be available for Aircraft storage seven days a week (including holidays), 24 hours a day.

4. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

AIRCRAFT MAINTENANCE OPERATOR

5. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, which includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five. **This type of Commercial Operator is only authorized at Toledo Express. Operators at Toledo Executive Airport must be a licensed FBO to perform this service.**

6. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified) with a minimum of 5,000 sq. ft. or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative aircraft maintenance), whichever is greater.

Aircraft Maintenance Operator will not be authorized to perform maintenance in a multi-tenant facility such as a T-hangar or condo type facility.

Ramp shall include paved parking for Aircraft not in service and/or waiting for service.

7. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with federal, state and locally recognized fire prevention and environmental standards.

8. LICENSES AND CERTIFICATION

Operator shall hold the appropriate FAA repair station certificate (if required by the FAA), with ratings equal to the work being performed. In the case of a new operation, Operator must acquire all applicable repair station certifications within six months of operation initiation.

9. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one person. Operator shall also have personnel available who can supervise and inspect the work for which the repair station is rated.

10. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts equivalent to that required for certification by FAA as an approved repair station.

11. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week and available after hours, on-call, with a response time not to exceed 60 minutes.

12. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR

1. DEFINITION

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative area having adequate and dedicated space for employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for employee work areas, shop areas, and storage for parts and equipment.

Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified) with a minimum of 5,000 sq. ft. or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance (other than preventative aircraft maintenance), whichever is greater.

3. LICENSES AND CERTIFICATION

Operator shall hold the appropriate repair station certificates issued by FAA for the types of equipment he plans to service and/or install. In the case of a new operation, Operator must acquire all applicable repair station certifications within six months of operation initiation.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, property trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate for the work being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth in this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one person.

5. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts to equivalent to that required for certification by FAA as an approved repair station.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) - five (5) days a week and available after hours, on call, with a response time not to exceed 60 minutes.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR

1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.). A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another aircraft owner on the Airport), shall not be deemed a Commercial Activity. In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

3. LICENSES AND CERTIFICATION

Operator shall meet and maintain all applicable requirements for the services offered. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed— and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one. In addition to being properly certified by the FAA and being able to provide the type of flight training offered, flight instructors shall be able to provide competency flight checks for all aircraft available for rental.

5. EQUIPMENT

For Aircraft rental or flight training, Operator shall have available either owned or under written lease and under the full and exclusive control of Operator, at least one properly certified and continuously airworthy single engine Aircraft capable for flight under instrument conditions. Aircraft shall be stored and maintained in a manner to ensure that the Aircraft remains continuously airworthy.

Flight Training Operators shall provide, at a minimum, adequate mock-ups, still and motion pictures, or other training aids necessary to provide proper and effective ground school instruction.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

Disclosure Requirement: Any Operator conducting Aircraft Rental or Flight Training shall post a notice and incorporate within the rental and instruction agreements the coverage and limits provided to the renter or student by Operator, as well as a statement advising that additional coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the Director.

AIRCRAFT SALES OPERATOR

1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

New Aircraft Sales: Operator shall engage in the sale of new Aircraft through franchises or licensed dealerships (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator shall engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.

2. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

3. LICENSES AND CERTIFICATIONS

Operator shall maintain all applicable licenses, certifications and ratings. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft being offered for sale.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such number as are required to meet the standards for this Activity in a courteous, prompt, and efficient manner to meet the reasonable demands of the public seeking such services, but never less than one commercial pilot.

5. EQUIPMENT

Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.

6. HOURS OF ACTIVITY

Operator shall be available to meet the reasonable demands of the public for this Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

AIRCRAFT MANAGEMENT OPERATOR

1. DEFINITION

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating Aircraft fueling, line services, ground handling, maintenance, and storage for or on behalf of the public).

2. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

Premise requirements may be met directly (via a lease agreement with the Board) or indirectly (via an approved Sublease with another approved operator at the Airport) by the Operator. Further, Premise requirements may be met through the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport as long as the Aircraft Owner meets applicable equivalent standards, as appropriate, and, as specified in this Section for the storage of their own aircraft.

3. LICENSES AND CERTIFICATION

Operator shall maintain the appropriate FAA certification and approvals required to meet the standards set forth in this category including Operator itself and for any Aircraft or other equipment and shall provide copies of all required certifications and approvals to the Board. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one person or the minimum number of persons required to operate Owner's Aircraft, whichever is greater.

5. EQUIPMENT

Aircraft under management may be owned or leased by a single entity or multiple entities (including fractional ownership provided such ownership structure is in compliance with all applicable regulatory measures). A major shareholder, partner, member or Owner of the Aircraft under management may also utilize the Aircraft.

6. HOURS OF ACTIVITY

Operator shall be available to meet the reasonable demands of his customers.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

AIR CARRIER GROUND HANDLING OPERATOR

1. DEFINITION

A Commercial Operator engaged in any or all of the following: passenger processing, ticketing, baggage handling and/or ground handling services to a scheduled passenger-carrying airline that utilizes the Airport. In addition to the General Requirements set forth in Section 3 each operator at the Airport shall comply with the following standards set forth in this Section 5.

2. PREMISES

Operator must lease/rent square footage space within the terminal building of sufficient type and quantity to provide effective passenger processing unless it is working for an airline that is a party to an airline use and lease agreement with the Port Authority.

3. LICENSES AND CERTIFICATION

Operators shall ensure that all operations and personnel comply with all applicable FAA, Federal, State and Local rules and regulations.

4. PERSONNEL

Operator shall have in his employ the staff necessary to ensure that flights are processed in a timely fashion without delay. Operator shall include supervision, ticket counter/customer service representatives, ramp agents, and boarding gate attendants. Operator's employees must wear a uniform acceptable to the Authority and be well groomed. Operator must also be able to document that they have provided formal customer service training at least annually.

Ticket Counter: Operator shall provide for the minimum staffing of two (2) ticket counter check-in positions for Aircraft having a seat capacity of 50 seats or more.

Ramp Agents: Minimum staffing on the ramp to service the Aircraft includes: 2 baggage or passenger loading/unloading; 1 lavatory/water servicing and delivery of bags to bag claim; and as necessary 2 for Aircraft deicing.

5. EQUIPMENT

Operator shall have available the following minimum levels of equipment for passenger/flight processing:

- Computers for each passenger ticket counter check-in station
- Baggage conveyors – 1
- Ground power cart – 1
- Tugs – 2
- Baggage carts – 2
- Deicing Truck – 1 (with arranged back up)
- Lavatory cart – 1
- Water cart – 1
- Air start cart – 1
- Wheel chairs - 3

6. HOURS OF ACTIVITY

Passenger check-in shall commence a minimum of two (2) hours prior to the scheduled departure of the flight. Staff shall remain on duty until 30 minutes after the departure in case the flight should return to the Airport or after the last passenger from that flight departs the Airport,

whichever is later. Staff processing an arriving flight that will be remaining over night (RON), shall arrive to process the flight arrival a minimum of one (1) hour prior to the scheduled arrival of the flight.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

AIR CARGO GROUND HANDLING OPERATOR

1. DEFINITION

A Commercial Operator engaged in ground handling services to a cargo carrier that utilizes the Airport. In addition to the General Requirements set forth in Section 3 each operator at the Airport shall comply with the following standards set forth in this Section 5.

2. PREMISES

Operator, or the contracting airline, must lease/rent square footage space at the Airport which contains sufficient space to provide effective ground handling services. The space shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms, an administrative areas having adequate and dedicated space for employee offices, work areas and storage, and an area having adequate and dedicated space for employee work areas and storage for parts and equipment and for storage of all necessary ground handling equipment.

3. LICENSES AND CERTIFICATION

Operators shall meet and maintain all applicable requirements for the services offered. Operators shall ensure that all operations and personnel comply with all applicable FAA, Federal, State and Local rules and regulations.

4. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, fully qualified, and certified personnel (with licenses and/or ratings appropriate to the services being performed – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards for this Activity and to ensure that flights are processed in an efficient and timely fashion without delay to meet the reasonable demands of the carrier seeking such services. Operator shall also have personnel available who can supervise and inspect the work of employees performing ground handling services and assist with any issues that arise during the performance of services. Operator's employees must wear a uniform acceptable to the Authority and be well groomed.

5. EQUIPMENT

Operator shall own, lease, or otherwise have available sufficient tools, equipment, and supplies necessary for ground handling services to meet the standards for this Activity.

6. HOURS OF ACTIVITY

Operator shall be open and services shall be available to meet the reasonable demands of this Activity.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR

1. DEFINITION

A Specialized Commercial Aeronautical Operator is a Commercial Operator engaged in providing: (1) limited Aircraft services and support, (2) miscellaneous commercial services and support, or (3) air transportation services for hire. In addition to the General Requirements set forth in Section Three, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. SCOPE OF ACTIVITIES

Activities shall include, but are not limited to:

- a. Non-stop sightseeing flights that begin and end at the same airport; or
- b. Crop-dusting, seeding, spraying, and/or bird chasing; or
- c. Banner towing and/or aerial advertising; or
- d. Aerial photography and/or survey; or
- e. Power line and/or pipeline patrol; or
- f. Fire fighting; or
- g. Aircraft detailing; or
- h. Air ambulance; or
- i. Any other operations specifically excluded from 14 CFR Part 135.

3. PREMISES

Building/Facility shall include a customer area having adequate space for (or in the case of a sublease/sublicense, immediate access to) customer lounge, public use telephone and restrooms and an administrative area having adequate and dedicated space for employee offices, work areas and storage.

4. LICENSES AND CERTIFICATIONS

Operator shall have and provide to the Director evidence of all licenses and certificates that are required to conduct the Activity.

5. PERSONNEL

Operator shall have in his employ and on duty during hours of Activity, properly trained, qualified, and certified personnel (with licenses and/or ratings appropriate for the services being provided or Activities being conducted – and current in the function/position for which they are employed and working) in such numbers as are required to meet the standards set forth for this Activity in a courteous, prompt, and efficient manner and meet the reasonable demands of the public seeking such services, but never less than one person or the minimum number of persons required to provide such services and/or conducts such Activity.

6. EQUIPMENT

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the Activity.

7. HOURS OF ACTIVITY

Operator shall be open and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

8. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

SECTION SIX- NON-COMMERCIAL OPERATORS

NON-COMMERCIAL PRIVATE HANGAR OPERATOR

1. DEFINITION

A Non-Commercial Private Hangar Operator is an entity that develops, constructs, and/or owns one or more hangar structures for the primary purpose of storing Aircraft used for Private Non-Commercial purposes only. In addition to the General Requirements set forth in Section Three, each Non-Commercial Hangar Operator at the Airport shall comply with the following minimum standards set forth in this Section Six.

Operator shall only use the Premises for Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator for Private Non-Commercial purposes. If Aircraft is leased, Operator shall provide the Director with a copy of the Aircraft lease. The Director will determine if an Aircraft lease is commercially reasonable.

No Commercial Activity of any kind shall be permitted on or from the Premises. Operator shall not be permitted to Sublease (or share) any portion of the Premises to any other entity. Operator shall not barter, trade, or exchange any aeronautical goods and services with any other entity. Operator shall not participate in any cooperative Aeronautical Activities with any other entity (i.e., engage in any joint activities or share any resources).

Operator may fuel, maintain, repair, clean, and/or otherwise service its own Aircraft (as defined in this section) in accordance with all applicable Regulatory Measures provided the Operator does so himself or the Operator's own Employees, vehicles, equipment, and resources are utilized.

Share shall mean to participate in, use, enjoy or experience jointly or in turns.

Cooperative shall mean performed in cooperation with others.

2. PREMISES

An area of land of not less than one (1) acre at Toledo Express or one-half (1/2) acre at Toledo Executive Airport shall be leased from the Port Authority on which will be erected a building of suitable accommodations. Each private business shall maintain office facilities on the premises, provide automobile parking for its employees and guests on off-street premises and provide all other utilities and support facilities as required. If applicable, provide sufficient indoor or outdoor storage for aircraft so as not to obstruct or impair the operation of the airport or the enjoyment of others. With the exception of fully operational, temporarily parked aircraft, no other outside storage will be permitted.

The Port Authority is under-no obligation to construct and provide privately used aircraft aprons or taxiways. In the event the facility location requires the construction of either aprons and/or taxiways, these pavements shall meet all FAA standards for the largest aircraft type anticipated to use the Operator's facility.

3. OWNERSHIP STRUCTURE

The hangar/building shall be owned by a single entity and all Aircraft, vehicles, and/or equipment stored in (or operating out of) hangar must be owned and/or leased and under the full and exclusive control of the same entity. By prior written Board approval, a major shareholder, partner, member

or Owner of the same entity may utilize the hangar for storage of Aircraft owned by the individual, subject to the same conditions stipulated in this section.

4. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

PRIVATE FLYING CLUBS

PRIVATE FLYING CLUBS

A Private Flying Club is an entity that is legally formed as a non-profit entity within the State of Ohio, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club aircraft), and restricts membership from the general public (i.e., does not advertise its membership availability to the general public).

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Minimum Standards and all other applicable Regulatory Measures including Airport Rules and Regulations. A Private Flying Club shall not be required to meet the minimum standards for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts membership from the general public as stated above.

No member (owner) of a Private Flying Club shall receive Compensation (be paid) for services provided to the Private Flying Club or its members (owners) unless such member (owner) is an authorized/approved Operator. This does not include the provision of flight instruction relating to aircraft checkout and/or currency (e.g., biannual flight reviews, instrument proficiency checks, etc.) provided by a Private Flying Club member (on an exclusive basis) to other Private Flying Club members.

No member (owner) shall use Private Flying Club Aircraft in exchange for Compensation (payment). This does not include reimbursement for expenses associated with the use of Private Flying Club aircraft.

The ownership of the Aircraft shall be vested in the name of the Private Flying Club or owned in equal shares by all of its members. The property rights of the members of the Private Flying Club shall be equal and any part of the net earnings of the Private Flying Club to be distributed to the members shall be in equal shares to all members. The Private Flying Club shall not derive greater revenue from the use of its Aircraft than the amount necessary for its actual operation, maintenance, and replacement or upgrade of its Aircraft. Private flying club Aircraft shall not be used by members for rental, or by anyone for charter or lease.

Private flying clubs may not offer or conduct charter, air taxi or Aircraft rental operations. They may not conduct Aircraft flight instruction except for members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors), except for ferrying operations or maintenance flight checks. Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club.

The Private Flying Club shall register with the Director and upon request, furnish the Director with a copy of its charter and bylaws, articles of association, partnership or membership agreement(s), and/or other documentation supporting its existence; a roster, or a list of officers and directors (to be revised on an annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Director or an authorized agent.

SELF-SERVICE FUELING OPERATOR

1. INTRODUCTION

This section sets forth the standards prerequisite to an entity desirous of engaging in Non-Commercial Self-Service Fueling at the Airport. Any entity engaging in such activities shall also be required to comply with all applicable Regulatory Measures pertaining to such activities.

Operator may fuel and otherwise service its own Aircraft provided the Operator does so himself (or his Employees do so) using his vehicles, equipment, and resources (fuel) and that the fueling is performed in accordance with all applicable Regulatory Measures.

2. AGREEMENT/APPROVAL

No entity shall engage in Self-Service fueling activities unless a valid Non-Commercial Self-Service fueling Permit authorizing such activity has been obtained from the Director. Such entities shall herein be referred to as "Permittees".

The Permit shall not reduce or limit Permittee's obligations with respect to these Self-Service fueling standards, which shall be included in the Permit by reference.

Prior to issuance and subsequently upon request by the Director, Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and fueled by Permittee.

Existing Facility Requirements

The requirements of this section govern the activities of those Operators who have written lease agreements with the Port Authority. Operators will be authorized to continue the practice of self fueling in the manner acceptable to the Port Authority as long as the practice is for the service of aircraft owned or leased by the Operator and in accordance with the existing lease agreement. In the event the operator constructs replacement facilities, such as a new hangar or an above ground fuel storage facility, the requirements of Future Facility Requirements (see below), shall fully apply.

Existing Operators of fuel storage tanks shall certify to the Port Authority their compliance with federal and state regulations governing proper installation, spill and overflow protection, corrosion protection, leak detection and financial responsibility in accordance with the federally mandated deadlines.

The Operator shall enter into an annual fueling agreement with the Port Authority. The agreement shall cover current safety, operational and maintenance requirements including review of SPCC plans, applicable insurance and payment of fuel flowage fees.

Future Facility Requirements

Land

The leased premises shall consist of a minimum of one (1) acre to provide space for all buildings, aircraft storage, employee and visitor parking and above ground fuel storage facilities. All land shall be leased from the Toledo-Lucas County Port Authority. Access to Airport property from privately-owned land is prohibited.

Fueling Requirements

The Operator requiring a self-operated fuel dispensing facility must own or lease aircraft. The Operator must have a documented need of at least 200,000 gallons of fuel per year. The Operator shall be required to enter into a fueling agreement with the Port Authority providing for a guaranteed minimum annual payment of flowage fees based upon 200,000 gallons of fuel per year at the then current rate.

The agreement shall require the tenant to pay fuel flowage fees on the actual amount of fuel delivered with an annual minimum of 200,000 gallons. If the tenant has total deliveries of less than 200,000 gallons in a twelve month period, fuel flowage fees shall be paid on the minimum amount of 200,000 gallons. Fuel flowage fees shall be paid as long as the tank is not temporarily or permanently closed.

The Operator shall construct and maintain its facilities at its own expense, and shall conduct self-fueling operations in compliance with all applicable federal, state, local and industry standards, laws, ordinances and regulations, whether currently in effect or enacted hereafter. Operators shall make every effort to purchase fuel through an existing FBO.

The Operator shall enter into an annual fueling agreement with the Port Authority. The agreement shall cover current safety, operational and maintenance requirements for fuel farms, and the payment of fuel flowage fees.

Totally mobile fuel dispensing equipment shall not be permitted as a fuel storage facility.

3. REPORTING

Permittee shall report all fuel delivered to the approved Permittee's fuel storage facility during each calendar month and submit a summary report along with appropriate fees and charges due on or before the 10th day of the subsequent month.

Permittee shall during the term of the Permit and for three years thereafter, maintain records identifying the total number of aviation fuel gallons purchased and delivered. Records (and meters) shall be made available to the Department or representatives of Department for review/audit. In the case of a discrepancy, Permittee shall promptly pay, in cash, all additional rates, fees, and charges due, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

4. FUEL STORAGE

Self-Service Fueling Operator shall arrange and demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of fuel in such quantities as are necessary to meet the requirements set forth herein.

A Self-Service Fueling Operator shall have a fixed fuel storage tank system (in the location designated by the Board), containing safety fixtures, and filtration systems to ensure quality in accordance with applicable standards. Underground and above ground storage tanks shall be built, installed, operated and maintained in accordance with all federal, state and local regulations.

At Toledo Express Airport, the system shall have at least 20,000 gallons of storage for each type of fuel dispensed. The storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel Spill Prevention Countermeasures and Control Plan, as applicable.

Self-Service Fueling Operator shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents, and other regulated waste.

In the interest of safety, security, and environmental protection, the Board has the right to designate the location of Self-Service Fueling Operator storage facilities.

A Self-Service Fueling Operator at Toledo Executive Airport will not be able to store fuel at a Fuel Storage Facility not owned or controlled by the Board or certified FBO.

5. FUELING EQUIPMENT

A Self-Service Fueling Operator shall be required to comply with and/or provide the following:

Fuel dispensing equipment, meeting all applicable federal, state, and local requirements for each type of fuel dispensed.

or

A mobile refueling vehicle (Refueler) with a Minimum 500 gallon capacity, designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having a separate dispensing pump for each grade of fuel.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

Proper storage and staging of Refuelers in accordance with Airport Rules and Regulations, Federal, State and local regulations/requirements.

6. LIMITATIONS

Permittees shall not sell and/or dispense (barter, trade, or exchange) fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (and under the full and exclusive control of) Permittee. Any such selling or dispensing (bartering, trading, or exchanging) shall be grounds for immediate revocation of the Permit by the Director.

At least one properly trained person shall be on duty at all times when fueling operations are being conducted. Each refueling attendant shall receive training regarding refueling operation, Aircraft to be refueled, proper procedures to be followed prior to and during refueling operations.

7. CO-OP FUELING

Joint or co-operative fueling (co-op fueling) is prohibited.

8. SELF-SERVE FUELING FACILITIES

The use of commercially available Self-Serve fueling facilities is not considered to be Self-Service Fueling as defined in this section.

9. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Director.

SECTION SEVEN – APPLICATION/PERMIT

AERONAUTICAL ACTIVITY APPLICATION

Any entity desiring to engage in an Aeronautical Activity at the Airport shall submit a written application to the Director for a Lease Agreement, Operating Agreement, and/or Aeronautical Activity Permit (Permit). Permits shall include both Commercial Aeronautical and Non-Commercial Aeronautical.

APPLICATION

The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist (See Appendix One) and thereafter shall submit any additional information that may be required or requested by the Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference, etc.

No application will be deemed complete that does not provide the Director and the Board with the information necessary to allow the Director and the Board to make a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan.

APPROVAL PROCESS

All applications will be reviewed and acted upon by the Board within ninety (90) days from the receipt of the application.

Applications may be denied for one or more of the following reasons:

1. The applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards.
2. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Board.
4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the applicant.
5. The proposed operation, development and/or construction does not comply with the approved ALP.
6. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any present FBO/SASO on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO/SASO areas, or will result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.
7. Any entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

8. Any entity applying, or having an interest in the business, has a record of violating any Airport Rules, or the Rules and Regulations of any other airport, any aviation related Federal entity rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.
9. Any entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Board or any Agreement at any other airport.
10. Any entity applying or having an interest in the business is not sufficiently credit worthy and responsible, in the sole judgment of the Board, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.
11. The applicant does not have the finances necessary to conduct the proposed operation for at least six months.

The Board reserves at all times the right to approve or disapprove the application of any proposed Aeronautical Activity. Such approval shall take into account the aforementioned standards along with an analysis of the business background, financing and proposed plans for the development of an Aeronautical Activity. Final approval by the Board shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

VALIDITY

Permits shall be valid for a period of no more than one (1) year and are subject to all terms and conditions specified therein and/or incorporated by reference. Permits that are tied to a lease/operating Agreement may assume the term of the Agreement and may exceed the one (1) year limitation described above. Permits shall not be assigned or transferred.

PERMIT FEES

All Operators shall pay fees as specified by the Toledo-Lucas County Port Authority as described in the Board's annual Rates and Charges Resolution.

CHANGE OF CONDITION

Any changes in the condition of an approved Permit shall be reported to the Board in writing within thirty (30) days prior to the anticipated effective date of such change. Operator shall clearly describe the proposed changes to the approved Permit including any impacts and/or material changes. Permit shall be subject to further modification, revocation, denial by the Board at its sole discretion should such change of condition(s) be determined to be unacceptable by the Board at any time.

APPENDIX ONE

APPLICATION/PROPOSAL REQUIREMENTS

A business proposal application submitted to the Board shall include descriptions of or information required by the following (as applicable):

1. The proposed nature of the business.
2. Name of all principals and/or holding company to include a short resume for all principals and financial backers.
3. Short resume of the manager of the business (if different from above) including this person's experience and background in managing business as similar in nature.
4. List of four references (include name, title, company, telephone number, Email and address).
5. Intended scope of operation and/or development. Include list of services to be offered. Business plan for proposed operation including any market analysis.
6. Number and type of Aircraft that will be provided, if applicable.
7. Equipment necessary and special tooling to be provided, if any.
8. Number of persons to be employed (specify full and part time).
9. Periods (days and hours) of proposed operation.
10. Amount of space/land that will be leased (include preferred location).
11. Construction cost estimate.
12. Construction schedule.
13. List of any prospective sub-tenants and uses.
14. Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant.
15. A current credit report (from a major credit reporting agency) for each entity owning or having a financial interest in the business and a credit report on the business itself covering all geographical areas in which it has done business in the ten-year period immediately prior to such application.
16. Preliminary plans, specifications and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant must comply with appropriate review procedures of the Board.
17. Proof that the Applicant has or the capability of having the minimum insurance coverages, as specified in Appendix One, by attaching hereto proof of insurance in the form of an "Accord" form, copy of policy binder or other suitable proof of such capability such as an insurance letter of intent.
18. Statement of past work experience in conducting proposed operation and construction.
19. Evidence of projections for the first year and the succeeding four years.
20. Marketing plan to include methods to be used to attract new business (advertising and incentives).
21. Plans for physical expansion, if business should warrant such expansion.
22. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.

23. A written authorization for use by the Board to the FAA or other applicable entity for any aviation or aeronautics commissions, administrators, departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant will execute all such forms, releases, or discharges as may be required by those agencies.
24. Such other information as the Board may require.

APPENDIX TWO AERONAUTICAL ACTIVITY PERMIT

A sample permit is provided on the following page and is subject to change from time to time.

AERONAUTICAL ACTIVITY PERMIT

The Toledo-Lucas County Port Authority Board ("Board") grants to:

(GRANTEE)

(ADDRESS)

As a condition of being granted the right to use Airport property and conduct the Activity or Activities set forth on Exhibit A (attached hereto), at the Airport, Grantee will:

(1) comply with all applicable Regulatory Measures including, but not limited to, those specified in the Airport's Minimum Standards, Leasing Policy, and Rules and Regulations, copies of which accompany this Permit and are incorporated by reference; and

(2) comply with any directives issued by the Board or the Director governing or pertaining to the Activity or Activities authorized by this Permit and/or the use of Airport property; and

(3) pay the fees and charges set forth by the Board for the Activity or Activities authorized by the Permit and/or for the use of the Airport property; and

(4) procure and maintain insurance set forth in the Minimum Standards or as required by the Board for the Activity or Activities authorized by this Permit and/or for the use of Airport property; and

(5) protect, defend, and hold the Board and its officers and employees completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease Agreement and/or the use or occupancy of the Premises by Grantee, or the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of the Board, its agents, representatives, contractors or employees. The Board shall give to Grantee reasonable notice of any such claims or actions

(6) clean, restore, repair and pay for any damage to Airport property, facilities or equipment resulting from its Activity or Activities on the Airport and/or use of the Airport.

The term of this permit shall commence as of the _____ day of _____ and continue until _____.

ISSUED: _____

RECEIVED AND
ACKNOWLEDGE

TOLEDO-LUCAS COUNTY PORT
AUTHORITY

By: _____
(NAME - PRINTED)

By: _____

Its: _____

(SIGNATURE)

Its: _____