Part IV: Airports and Aeronautical Users

Chapter 9. Unjust Discrimination between Aeronautical Users

9.1 Introduction.

This chapter contains guidance on the sponsor's responsibility to make the airport available on reasonable terms and without unjust discrimination. This guidance focuses on charging comparable rates to similarly-situated aeronautical users. Issues of unjust discrimination arising from access restrictions are addressed in chapters 13, *Airport Noise and Access Restrictions*, and 14, *Restrictions Based on Safety and Efficiency Procedures and Organization*, respectively. It is the responsibility of the Regional Airports Divisions (Regions) and Airports District Offices (ADOs) to advise sponsors on their obligations in this area in accordance with this guidance.

a. Federal Grant Obligations.

Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to make its aeronautical facilities available to the public and its tenants on terms that are reasonable and to do so without unjustly discriminating among users. This federal obligation involves several distinct requirements.

First, the sponsor must make the airport and its facilities available for public use.

Next, the sponsor must ensure that the terms imposed on aeronautical users of the airport, including rates and charges, are reasonable for the facilities and services provided.

Finally, the terms must be applied without unjust discrimination.

The prohibition on unjust discrimination extends to all types, kinds and classes of aeronautical activities, as well as individual members of a class of operator. This is true whether these terms are imposed by the sponsor directly or by a licensee or tenant offering services or commodities normally provided at the airport. The tenant's commercial status does not relieve the sponsor of its obligation to ensure the terms for services offered to aeronautical users are fair and reasonable and without unjust discrimination. (*See* chapter 12, *Review of Aeronautical Lease Agreements*, section 12.5.a.)[1]

[1] The obligations under the grant assurances to afford reasonable access extends only to aeronautical users engaging in aeronautical activities. The grant assurance obligations do not extend to nonaeronautical users.

b. Other Federal Obligations.

These same requirements apply to the Federal Aid to Airports Program (FAAP)[2] and the Airport Development Aid Program (ADAP)[3] agreements. These requirements are also reflected in surplus property and nonsurplus property agreements.

The early program, the FAAP was authorized by the Federal Airport Act of 1946 and drew its funding from the general fund of the U.S. Treasury.

In 1970, the Airport and Airway Development Act of 1970 established a more comprehensive program. This Act provided grants for airport planning under the Planning Grant Program (PGP) and for airport development under the ADAP. These programs were funded by the newly established Airport and Airway Trust Fund,[4] into which were deposited revenues from several aviation-user taxes on such items as airline fares, air freight, and aviation fuel.

The authority to issue grants under these two programs expired on September 30, 1981, however, it is important for an airport sponsor to review its obligating documents. (*See also* the most recent FAA Order 5190.2, *List of Public Airports Affected by Agreements with the Federal Government*.)

9.2 Rental Fees and Charges: General.

a. Comparable Rates, Fees, and Rentals.

For facilities that are directly and substantially related to air transportation, regardless of whether an air carrier or user is a tenant, subtenant, or non-tenant, the sponsor must impose nondiscriminatory and substantially comparable rates, fees, rentals, and charges on all air carriers and users that assume similar obligations, use similar facilities, and make similar use of the airport.

Aside from rates, fees, and rentals, the sponsor must also impose comparable rules, regulations, and conditions on the use of the airport by its air carriers and users, regardless of whether they are tenants, subtenants, or non-tenants.

---

[2] Established by the *Federal Airport Act of 1946*, Pub. L. No. 79-377 (1946).

[3] Established by the *Airport and Airway Improvement Act of 1970*, Pub. L. No. 91-258 (1970).

[4] Pub. L. No. 91-258, Sec. 208.

b. Signatory and Nonsignatory Air Carriers.

The sponsor may establish a separate rate, fee, and rental structure for the use of airport facilities depending on whether an air carrier chooses to assume the obligations of a signatory carrier to a sponsor's airport use agreement. The primary obligation of a signatory tenant is to lease space in airport facilities and commit to long-term financial support of the development and operation of the airport. The debt for airport facilities is typically secured by signatory tenant leases. In return for their financial commitment, signatory carriers may have a rate, fee, and rental structure that differs from non-signatory carriers choosing not to make the same commitment. The sponsor cannot unreasonably deny signatory status to an air carrier willing and able to assume the obligations of a signatory carrier. (*See* *Policy Regarding Airport Rates and Charges*, 78 Fed. Reg. 55330, September 10, 2013).

c. Fixed-Base Operators (FBOs).[5]

The sponsor must impose the same rates, fees, rentals, and other charges on similarly situated Fixed-Based Operators (FBOs) that use the airport and its facilities in the same or similar manner. However, FBOs under different types of sponsor agreements may have different fees and rentals. For example, an FBO leasing a sponsor-owned aeronautical facility may pay more in rent than an FBO that builds and finances its own facility. In the first case, the FBO is not servicing debt while in the second case, the FBO is servicing debt.[6]

d. Changes in Rates Over Time.

A sponsor may revise its rental rate structure from time to time. An airport sponsor does not engage in unjust discrimination simply by imposing different lease terms on carriers and users whose leases have expired. FAA also recognizes rate differences based on differences in other lease terms and facilities. Ideally, a new rate should be imposed at a time when the rates can be changed for all similarly situated tenants to avoid any claims of unjust discrimination. In some cases, however, the sponsor will have reason to revise rates even though existing contracts at lower rates have not yet expired. In such cases, the sponsor should make every effort to provide terms for new contracts that will support any difference in rates between new tenants and existing tenants. The sponsor

---

[5] A Fixed-Base Operator (FBO) is a commercial entity providing multiple aeronautical services such as fueling, maintenance, storage, ground and flight instruction, etc., to the public.

[6] *See Penobscot Air Service, LTD,* v *County of Knox Board of Commissioners*, FAA Docket No. 16-97-04, Final Agency Decision (January 20, 1997, pp 7-8).

should also consider limiting the term of new agreements to expire when existing agreements expire in order to bring all similarly situated tenants under a common rate structure at one time. While circumstances may allow differences in rental rates among tenants, landing fee schedules generally must be applied uniformly to all similarly situated users at all times.[7]

e. Air Carrier Incentive Programs.

As an exception to the general requirement that air carriers making similar use of the airport be charged substantially comparable charges, the FAA allows a sponsor to attract new air service and competition at the airport by reducing or waiving fees, for a limited time period, to a carrier that agrees to provide certain new air service. An incentive program to increase air service and competition must itself be implemented in a nondiscriminatory manner. Requirements for incentive programs are discussed more fully in chapter 15, *Permitted and Prohibited Uses of Airport Revenue*, of this Order. Also, consult current ACO guidance for airline incentive programs.

f. Additional Information.

Refer to chapter 18, *Airport Rates and Charges*, of this Order, for a further discussion on airport rates and charges, and chapter 15, *Permitted and Prohibited Uses of Airport Revenue*, for use of airport revenue.

9.3 Types of Charges for Use of Airport Facilities.

The sponsor may use direct charges (such as landing and tie-down fees) to charge aeronautical users for use of airport facilities. It may also use indirect charges through its FBO such as fuel flowage fees or percentages of gross receipts fees to cover the cost of providing airport facilities. For example, an FBO may have a ground lease, on which it erects hangars and other facilities, and also pays the sponsor a percentage of the receipts from fuel and aeronautical services provided to aeronautical users.

9.4 Airport Tenant and Concessionaire Charges to Airport Users.

At most airports, profit-motivated private enterprise can best provide fuel, storage, and aircraft service. When negotiating agreements with tenants and concessionaires, it is the sponsor's responsibility to retain sufficient oversight to guarantee that aeronautical users will be treated fairly. A sponsor should include a "subordination clause" in its

[7] *See Alaska Airlines, Inc., et al.* v. *Los Angeles World Airports, et al.*, Order 2007-6-8, No. OST-2007-27331 (June 15, 2007, pp 62-65).

contracts. Such a clause provides that in the event of a conflict with a lease or contract term, the terms of grant assurances or other federal obligations prevail.

The sponsor has a federal obligation to ensure that aeronautical users have access to airport facilities on reasonable and not unjustly discriminatory terms. The sponsor is not obligated by federal grant agreements or property deeds with the United States to oversee the pricing and services for nonaeronautical concessions such as public parking and ground transportation, food and beverage concessions, and other terminal area concessions.

9.5 Terms and Conditions Applied to Tenants Offering Aeronautical Services.

a. Signatory and Nonsignatory.

An air carrier that is willing and able to assume the same obligations assumed by other tenant air carriers shall enjoy the same classification and status. This applies to rates, fees, rentals, rules, regulations, and conditions covering all the airport's aeronautical activities.

b. Signatory Fees and Rentals.

The sponsor may grant lower fees and rentals to an air carrier willing and able to be a signatory to a sponsor's airport use agreement. When an air carrier is unwilling or unable to become a signatory, the sponsor may charge the air carrier higher non-signatory rates.

c. Different Rates to Similar Users.

If the sponsor can show that different rates are nondiscriminatory and if the rates are substantially comparable, it may charge airport tenants different rates for similar airport uses. For example, the rental rates in different airline terminals may vary but only to the extent justified by the difference in circumstances. Such factors that could create different rental rates are differences in debt, location of the terminals, or physical layout and the condition of rental and public space.

d. Differences of Value and Use.

The FAA may consider factors such as minimum investment requirements, demand, location, capital investment risk, ownership of facilities, time remaining on contract terms, and condition of facilities as reasons that may justify differing rates. For example, a sponsor may establish two classes of FBO, one serving primarily high-performance aircraft and another that caters to piston powered aircraft. However, the varying rates

must be justified by the differing circumstances and should not arbitrarily confer an advantage on one category of operator over another.[8]

e. Escalation Provision.

Ground leases with terms of five (5) or more years should contain a provision for periodic adjustments based on a recognized index to reflect inflation and other changing economic conditions (*e.g.*, change in the Consumer Price Index, an appraisal, etc.). This will facilitate parity between new and established lessees. An escalation provision also helps the sponsor comply with Grant Assurance 24, *Fee and Rental Structure*, which requires the sponsor to make the airport as self-sustaining as possible under the circumstances.

9.6 Fixed-Base Operations and Other Aeronautical Services.

a. Similarity of Facilities.

If one FBO rents office and/or hangar space from the sponsor and another leases land from the sponsor and builds its own facilities, the sponsor would have justification for applying different rental rates and fee structures. Even though the operators offer the same services to the public, the cost and value of the facilities are different due to circumstance.

b. Location.

If one FBO is in a prime location and another FBO is in a less advantageous area, the sponsor could logically charge different rental rates and fees to reflect the advantage of the location.

c. Similarity of Services.

An airport might have an FBO that provides aeronautical services to air carriers and private operators such as fueling, ramp services, aircraft parking, crew transport, and catering while another FBO may focus only on general aviation (GA) services such as the sale of aviation fuel and oil, tie-down and aircraft parking, ramp services, flight training, aircraft sales, or avionics repair. These differing services may require different space, facilities, and other requirements based on business needs. If the services are not similar, sponsors are not required to charge the FBOs the same rates. Nonetheless, all rates charged must be equitable.

---

[8] *See Rick Aviation, Inc.* v. *Peninsula Airport Comm'n,* FAA Docket No. 16-05-18, Director's Determination (May 8, 2007, p. 28).

If FBOs at the airport are making the same or similar uses of the airport facilities under the same circumstances, then, absent some other distinguishing characteristic, the same rates, fees, and rental structure should apply.

To aid in establishing uniform rates and charges applied to aeronautical activities on the airport, the sponsor should establish minimum standards for conduct of a commercial aeronautical activity on the airport.

d. Minimum Standards.

To aid in establishing uniform rates and charges applied to aeronautical activities on the airport, the sponsor should establish minimum standards applicable to aeronautical activities on the airport. Such standards must not unreasonably deny access to conduct aeronautical activities. For example, insurance requirements have to be reasonably attainable and relevant to the aeronautical activity and cannot have significantly higher requirements than other similarly situated activities. (*See* Advisory Circular (AC) 150/5190-8, *Minimum Standards for Commercial Aeronautical Activities*).

e. Incentive Rates.

At a general aviation airport without commercial aeronautical services, FBOs may not be profitable for some time. In order to secure FBO services for aeronautical users, the sponsor may provide an incentive rate during an initial startup period, which should run for a specific period of time and be reflected in a written agreement. Once the startup period ends, the airport sponsor should charge standard rates and charges based on current values.

f. Unreasonable Restraint.

If the sponsor requires an FBO to procure fuel, services, or supplies from a source specified by the sponsor, the FAA may deem the requirement an unreasonable restraint on the FBO's use of the airport and inconsistent with Grant Assurance 22, *Economic Nondiscrimination* or Grant Assurance 23, *Exclusive Rights*.

g. Aeronautical Activities conducted by the Airport Sponsor (Proprietary Exclusive).

The sponsor of a public use airport may elect to provide any or all of the aeronautical services needed by the public at the airport. As discussed in chapter 8, *Exclusive Rights*, the statutory prohibition against exclusive rights does not apply to the sponsor itself. The airport sponsor may itself exercise, but may not grant to another entity, the exclusive right to conduct any aeronautical activity.

However, sponsors must use their own employees and resources to conduct aeronautical activities under this exclusive right. An independent commercial enterprise, designated as agent of the owner, may neither exercise nor be granted an exclusive right at the airport.

(1) As a practical matter, most sponsors recognize that commercial aeronautical services are best provided by private enterprise. However, there are times an airport will choose to either exercise a full proprietary exclusive or offer some services while allowing competing services.

(2) The airport sponsor may establish reasonable standards applicable to the refueling, washing, painting, repairing, etc., of aircraft. However, unless the airport sponsor provides these services on an exclusive basis, it may not refuse to negotiate for the space and facilities needed to meet such standards by an operator willing and qualified to provide aeronautical services to the public.

If the airport sponsor reserves the exclusive right to sell fuel, it may prevent an airline or air taxi from selling fuel to others, but it must permit such operators to refuel their own aircraft. Self-service fueling by flight operators, however, must be accomplished with their own employees and equipment. For information regarding fueling, refer to the current version of Advisory Circular (AC) 150/5230-4, *Aircraft Fuel Storage, Handling, and Dispensing on Airports*. (*See* chapter 11, *Self-service*, for additional information).

(3) Aircraft operators do not have a right to bring a third party, such as an oil company, onto the airport to refuel their aircraft. This refueling would constitute an aeronautical activity undertaken by the fuel company, which has only such rights as the airport sponsor may confer. Under this arrangement, the air carrier-owned fuel can be delivered to the airport fuel farm with fueling handled by the airport's contractors.

If the airport sponsor reserves the exclusive right to sell fuel, it can prevent an airline or air taxi from selling fuel to others, but it must deal reasonably to permit such operators to refuel their own aircraft.

9.7 Availability of Leased Space.

The sponsor cannot satisfy its federal obligation under Grant Assurance 22, *Economic Nondiscrimination*, to operate the airport for the public's use and benefit, simply by keeping the runways open to all classes of users. The assurance obligates the sponsor to make available suitable areas or space on reasonable terms to those willing and qualified to offer aeronautical services to the public (*e.g.*, air carrier, air taxi, charter, flight training, or crop dusting services) or support services (*e.g.*, fuel, storage, tie-down, or flight line maintenance services) to aircraft operators. Sponsors are also obligated to

make space available to support aeronautical activity of noncommercial aeronautical users (*i.e.*, hangars and tie-down space for individual aircraft owners). This means that unless it undertakes to provide these services itself, the sponsor has a duty to negotiate in good faith for the lease of premises available to conduct aeronautical activities.[9] Since the scope of this federal obligation is frequently misunderstood, the following guidance is offered:

a. Servicing of Aircraft.

All grant agreements contain an assurance that the sponsor will neither exercise nor grant any right or privilege that would have the effect of preventing the operator of an aircraft from servicing its own aircraft with its own employees. This does not, however, obligate the sponsor to lease an unlimited amount of space to every aircraft operator using the airport. The sponsor may decline to lease space when it has a reasonable and not unjustly discriminatory reason for doing so. The assurance requires only that any aircraft operator entitled to use the airfield is also entitled to tie down, adjust, repair, refuel, clean, perform self-service maintenance, and otherwise service its own aircraft, provided it does so with its own employees and conducts self-servicing in accordance with the sponsor's reasonable rules or standards established for such work. Accordingly, the assurance establishes a privilege of self-service, but it does not, by itself, compel the sponsor to lease the facilities necessary to exercise that privilege where the sponsor has a reasonable and not unjustly discriminatory reason for denying a request to do so.

b. Facilities Not Providing Service to the Public.

When adequate facilities are otherwise available for lease, Grant Assurance 22, *Economic Nondiscrimination*, does not compel sponsors to lease vacant property to entities seeking to construct facilities for private aeronautical use. Examples include making property available to construct private use hangars while vacant hangars are available on the airport that can meet the potential tenant's needs. (*See* Grant Assurance 38, *Hangar Construction*, regarding hangars for private aircraft storage). Therefore, when neither the airport owner or the tenant FBOs can provide adequate storage, fueling, and other basic services to an airport user, the user may not be denied the right to lease space, if available, on reasonable terms to install such facilities at its own expense. For further information, *see* chapter 12, *Review of Aeronautical Lease Agreements*.

---

[9] See *Boston Air Charter v. Norwood Airport Comm'n*, FAA Docket No. 16-07-03, Director's Determination (April 11, 2008, p 28), aff'd Final Agency Decision (August 14, 2008).

c. Activities Offering Services to the Public.

Grant Assurance 22, *Economic Nondiscrimination*, requires the sponsor to negotiate in good faith and on reasonable terms with prospective aeronautical service providers.

> An airport sponsor must make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

The FAA interprets the willingness of a prospective provider to lease space and invest in facilities as sufficient evidence of a public need for those services. In such a situation, the FAA does not accept a sponsor's claim of insufficient business activity as a valid reason to restrict the prospective provider's access to the airport.

d. Leasing General Aviation Apron Constructed with Federal Assistance.

Federally financed airport facilities, including aprons, are designated as public use areas.

(1) Management Agreements. The airport sponsor may want an FBO to manage tie-down spaces, maintain the apron area, remove snow, and perform other similar functions. Since the relationship between the airport sponsor and anyone conducting management duties is that of principal and agent, a management agreement, rather than a lease, is appropriate. Such an agreement should clearly specify respective responsibilities and provide for acceptable practices, such as nondiscriminatory waiting lists for tie-down or hangar spaces and designation of an itinerant tie down area. Waiting lists should be available for review by existing and prospective airport tenants to ensure transparency and avoid the appearance of unjust discrimination in the selection of tenants. The tie-down fee schedule should be established or approved by the airport sponsor and must be reasonable.

(2) Lease Agreements. Tie-downs or spaces on the apron may be leased by the airport sponsor to individual aircraft owners and/or to FBOs for space necessary to service their aircraft. Apron areas may be leased provided the terms of the lease do not restrict the airport sponsor from complying with its grant obligations. If AIP funding is used in the construction of public-use ramp areas, prior to leasing such areas the sponsor will need to provide justification to FAA and receive approval if the proposed use of the public use ramp area might violate the applicable grant agreement.

In general, the lease should contain provisions to ensure that the public will be served by the lessee in a manner consistent with the grant agreements. A

demonstrated, immediate need for the space to be leased should be documented by the FBO to preclude attempts to limit competition or to create an exclusive right. The lease of any apron area to an FBO should not result in activity or use contrary to the approved Airport Layout Plan (ALP) and or the intended use of AIP funded infrastructure.[10]

(a) Public-use areas, such as taxiways and self-fueling areas, may not be leased.

(b) The lease should include conditions to assure that the apron area will be maintained in a safe and serviceable condition; that snow or ice will be promptly removed; that services will be provided on a fair and equal and not unjustly discriminatory basis; and that charges for services will be fair, reasonable, and not unjustly discriminatory.

(c) Any lease arrangement must protect availability for public use, including nondiscriminatory practices for assignment of tie-down space and provide for the accommodation of itinerant users.

(d) The lease must preclude the lessee from requiring that users of the leased area exclusively procure goods and services from that lessee. However, the lease need not require that a competitor must be allowed to enter the leased area to perform a service, including fueling, if a user can freely get that service at another location on the airport. The competitor, however, must be allowed to assist the user of a disabled aircraft in taxiing or towing the aircraft away from the leased area.

(e) The sponsor may not lease to an FBO more apron space than that for which the FBO has shown an immediate demonstrated need. Where there is only one FBO on an airport and there is more apron space than required for that operation, only that space actually required should be leased to the existing FBO. This ensures that apron space is available if a future tenant requests it.

(f) The lessee must not prohibit or restrict the use of the area for tie-down for those servicing their own aircraft. See Grant Assurance 22(f).

[10] Pavement funded with AIP is intended for public use. Proposals to use AIP obligated paved areas as part of exclusive use lease areas require prior FAA approval and reimbursement of ineligible costs (FAA Order 5100.38, Appendix I, section I-2).

9.8 Air Carrier Airport Access.

With the passage of the Airline Deregulation Act of 1978 (Deregulation Act),[11] air carriers may freely enter new domestic markets. Even before the Deregulation Act's passage, however, many airports already operated at or near capacity in terms of ticket counter, gate, and ramp space. New air carriers wishing to serve an airport often faced a lack of available facilities. In some instances, established air carriers made space available for the newcomers. However, in other cases, no space was made available, and sponsors subsequently denied the newcomers access to the airport.

a. Air Carrier Accommodation.

In accordance with Grant Assurance 22, *Economic Nondiscrimination*, and Grant Assurance 23, *Exclusive Rights*, which prohibits a sponsor from directly or indirectly conveying an exclusive right to an air carrier, the FAA determined that a sponsor may not deny an air carrier access solely based on the nonavailability of existing facilities. The sponsor must make arrangements for accommodations if reasonably possible. Consequently, access issues can often be complex and are not always easy to resolve. For obligations that may exist in competition plans at certain "covered" airports, see FAA Order 5100.38, Appendix W, section W-3.

b. Reports of Denial of Access.

Grant Assurance 39, *Competitive Access*, requires operators of large and medium hub airports to report to the Secretary any denial of a request by an air carrier for access to the airport. A report is due each February and August if there has been any denial of access in the preceding six-month period (FAA Order 5100.38, Appendix W, Table W-2).[12] For obligations that may exist in competition plans at certain "covered" airports please see FAA Order 5100.38, Appendix W; sections W-5, W-6, and W-7.

c. FAA Headquarters Airport Compliance Division (ACO-100) Review.

The Regions or ADOs should notify ACO-100 if the region cannot develop a feasible solution to the denial or potential denial of an air carrier access request. ACO-100 will coordinate the effort of the regional airports division with the FAA Office of Chief Counsel to resolve the problem.

---

[11] *Airline Deregulation Act of 1978*, Pub. L. 95-504, as codified at 49 U.S.C. §41713 et seq. (October 24, 1978).

[12] *See Tropical Aviation Ground Services, Inc., and Air Sunshine, Inc.* v. *Broward County, Florida,* FAA Docket No. 16-12-15, Director's Determination (April 27, 2015,) pp. 27-28.

9.9 Civil Rights.

The Office of Civil Rights, in coordination with the Regions or ADOs or Regional Airports Divisions, is responsible for enforcing Grant Assurance 30, *Civil Rights*. More information is available at 49 CFR part 21 *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, including any amendments thereto.

The Office of Civil Rights advises, represents, and assists the FAA Administrator on civil rights and equal opportunity matters that ensure the elimination of unlawful discrimination on the basis of race, color, national origin, sex, age, religion, creed, and individuals with disabilities in federally-operated and federally-assisted transportation programs.

9.10 FAA Policy on Granting Preferential Treatment Based on Residency.

The FAA has received complaints about a sponsor's policy of granting preferential treatment in the assignment of aircraft storage hangars or other services to residents of the sponsor's locality. Such preferential practices are unreasonable and unjustly discriminatory, and can result in the granting of an exclusive right contrary to Grant Assurance 22, *Economic Nondiscrimination*, and Grant Assurance 23, *Exclusive Rights*, implementing 49 U.S.C. §§ 47107(a) and 40103(e).

A federally obligated airport sponsor has received federal aid in support of the national air transportation system. All users of the national airport system pay taxes to support and maintain the system and all its component airports, including the airport in question. The fact that certain users at a particular airport pay district or other local taxes, while others do not, does not justify preferential treatment, differential rates, or other unjustly discriminatory practices having the effect of unreasonably restricting or excluding users who do not pay those local taxes.

Nonresident aeronautical users have the same rights as resident aeronautical users regarding reasonable access to, and services provided at, a federally obligated airport. Accordingly, the airport must be available on reasonable terms to all public aeronautical users, and a local tax obligation does not establish a reasonable basis upon which to discriminate between resident and nonresident airport users.

The national air transportation system is dependent on each airport properly functioning as part of the whole system. Allowing airport sponsors to invoke local preferences, such as granting preferential treatment in the assignment of aircraft storage hangars to resident aeronautical users, could result in a patchwork of local preferences that would be inconsistent with a national air transportation system.

9.11 through 9.14 Reserved.