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April 2, 2009

Mr. Benito De Leon
Director, Office of Airport Planning and Programming
Federal Aviation Administration
800 Independence Avenue, SW.
Washington DC 20591

Dear Mr. De Leon:

I am responding to your March 18, 2009 letter to Mr. Lester Robinson, Chief Executive Officer of the Wayne County Airport Authority (the "Authority"), regarding the Authority's FY 2008 Competition Plan update for Detroit Metropolitan Wayne County Airport ("DTW"). The FAA has determined that our Plan update is in accordance with the requirements of Section 155 of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century; however, you have asked that we provide a written response on three issues that you raised regarding our Airport Use and Lease Agreement with respect to the North Terminal at DTW (the "Agreement").

First, you asked that we provide clarification that a requesting airline's status as a competitor to a signatory carrier will not adversely affect its ability to share that signatory's leased gate.

Article I.B.(b)(iii)(F) of the Agreement sets forth rules and priorities for the Authority to follow when designating specific preferential use premises in the terminal, such as gates and ticket counters, for temporary or shared use by another airline requesting space in the terminal. Subparagraph (F)(I) requires the Authority to designate such space in the reverse order of the magnitude of the then present utilization by the signatory airlines. Subparagraph (F)(II) further obligates the Authority to consider all relevant factors in assessing the degree of utilization of the preferential use premises in the terminal, and lists seven (7) factors that, at a minimum, the Authority will consider in determining which space leased to a signatory carrier should be designated for temporary or shared use by another airline requesting terminal space.

"Competitive relationships" is one of the listed factors to be taken into account by the Authority in designating such space. Some of the other factors the Authority

must consider include the average number of flight arrivals and departures per aircraft parking position per day, flight scheduling considerations, and the number, availability and type (e.g., wide-body or narrow body) of aircraft parking position locations. Although "competitive relationships" among air carriers is a factor that the Authority would review in making its determination, the Authority can consider all factors it deems relevant to its decision-making. A requesting airline's status as a competitor to a signatory airline would never prevent the Authority from designating that signatory's leased gate as the one to be utilized by the requesting airline.

Second, you stated in your letter that the provision in Article IV.A.7 of the Agreement, under which the Authority has covenanted that it will operate Willow Run Airport only as a reliever airport for DTW with no scheduled air carrier or public charter passenger service, "is only permitted when the volume of air traffic is approaching or exceeding the maximum practical capacity of the airport." You have directed us to "coordinate with the FAA Great Lakes Region to determine whether DTW meets the necessary criteria in order to restrict scheduled or charter passenger service at Willow Run Airport."

We will contact the FAA Great Lakes Region immediately about this provision in our airline agreements. Please note that this same provision appears in our Airport Use and Lease Agreement with respect to the McNamara Terminal at DTW, which was executed on June 21, 2002, by Northwest Airlines. A copy of that agreement was provided to the FAA by letter dated April 1, 2002, from Mr. Robinson to Ms. Catherine Lang, and was reviewed by the FAA in connection with the first Competition Plan update for DTW. The FAA raised no concerns at that time with the relevant provision, and we did not understand it to be problematic from a regulatory perspective.

The issue the FAA now raises appears to be governed by the provisions of Section 4-8 of FAA Order 5190.6A, "Airport Compliance Requirements", which addresses "Restrictions on Aeronautical Use of Airport". Section 4-8.d. of FAA Order 5190.6A provides, in relevant part:

> Where the volume of air traffic is approaching or exceeding the maximum practical capacity of an airport, an airport owner may designate a certain airport in a multiple airport system (under the same ownership and serving the same community) for use by a particular class or classes of aircraft.

Section 4-8.d. further clarifies that:

> The owner must be in a position to assure that all classes of aeronautical needs can be fully accommodated within the system of airports under the owner's control and without unreasonable penalties to any class and that

> the restriction is fully supportable as being beneficial to overall aviation system capacity.

We firmly believe that all classes of aeronautical needs can be, and are, fully accommodated within the airport system under the Authority's control, i.e., DTW and Willow Run Airport ("YIP"). We also believe that the restriction in the Agreement on the use of YIP is beneficial to overall system capacity. In fact, Section 4-8.d. of FAA Order 5190.6A specifically acknowledges a situation identical to that of DTW and YIP by providing the following example of a supportable restriction on aeronautical use of an airport:

> ...a reliever general aviation airport in a community where the same airport sponsor owns and operates another full-service airport could restrict regularly scheduled air carrier services from the general aviation reliever airport. This might be justifiable as a means of ensuring the reliever airport's attractiveness as a general aviation facility.

Nevertheless, as you have directed, and further in accordance with Section 4-8.d., we will coordinate with the Assistant Chief Counsel in the Great Lakes Region with respect to the concern you have raised, and we will keep you advised on this issue as you have requested.

Third, we acknowledge the incorrect reference in the Agreement which you identified concerning 49 CFR Part 23, and we will correct Article XXXIII.D of the Agreement in this regard.

We appreciate the FAA's thorough review of the Authority's FY 2008 Competition Plan update and the FAA's favorable determination with respect thereto. If you have any further questions or concerns, please contact Mr. Robinson or me. We understand that the FAA is required to review implementation of Competition Plans from time to time to verify that each covered airport implements its Plan successfully. We believe that the Authority has acted in accordance with its Plan in seeking to enhance competitive access to DTW.

Very truly yours,

Emily K. Neuberger

Emily K. Neuberger
Senior Vice President and General Counsel

cc: Lester W. Robinson