

**Syracuse Regional Airport Authority
Regular Meeting Agenda
Friday, February 2, 2018, 11:00 a.m. – 12:30 p.m.
Syracuse Hancock International Airport
Board Room**

1. Roll Call (2 Minutes)
2. Reading and Approval of Minutes from the December 8, 2017 Regular Meeting (2 Min)
3. Old Business (25 Minutes)
 - Terminal Improvement Project
 - Contractor Update
 - Phasing Plan
 - Financing Plan
4. Management Report (25 Minutes)
5. New Business (25 Minutes)
 - Resolution acknowledging and approving increased cost for 2017 Terminal Improvement Project
 - Resolution authorizing increased bridge loan financing for 2017 Terminal Improvement Project
 - Resolution authorizing agreement with JWA Construction Management for 2017 Terminal Improvement Project
 - Resolution authorizing Rental Car Maintenance Facility Leases
 - Resolution approving Air Service Development Incentive Program
 - Resolution authorizing and approving management's submission of grant application for direct air service to Denver.
 - Resolution authorizing management to submit grant application to New York State Upstate Revitalization initiative program for new carriers offering new domestic and international air service
 - Resolution authorizing engagement of necessary professionals and contractors for Regional Aviation History Museum component of 2017 Terminal Improvement Project
6. Committee Reports and other updates (10 Minutes)
 - Finance Committee
7. Adjournment

The mission of the Syracuse Regional Airport Authority is to provide safe, secure, efficient and low-cost air transportation service to the 12-county region that Syracuse Hancock International Airport currently serves. The Authority seeks to stimulate air service, economic development, trade and tourism by focusing on the shared goals of its stakeholders: more service to more destinations, lower operating costs and increased non-aeronautical revenue. The Authority recognizes that the Syracuse Hancock International Airport is a gateway to the central New York region and beyond and seeks to optimize customer service and exceed customer expectations with continuous improvements to the terminal building and public-use facilities.

Minutes of the Regular Meeting of the Syracuse Regional Airport Authority December 8, 2017

Pursuant to notice duly given and posted, the annual meeting of the Syracuse Regional Airport Authority was called to order on Friday, December 8, 2017 at 11:00 am in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by Chair, Mr. Patrick Mannion.

Members Present:

Mr. Patrick Mannion-Chair
Dr. Shiu-Kai Chin
Dr. Donna DeSiato
Mr. Bill Fisher
Mr. John B. Johnson Jr.
Mr. Kenneth Kinsey
Mr. Michael Lazar
Mr. Michael Quill
Ms. Beth Rougeux
Mr. Bill Simmons
Mr. Mark Venesky

Members Absent:

Mr. Khalid Bey

Also Present:

Ms. Christina Callahan
Mr. Trent Amond
Mr. John Carni
Ms. Joanne Clancy
Mr. Dennis Greco
Ms. Cheryl Herzog
Ms. Debi Marshall
Ms. Jennifer Sweetland
Mr. R. John Clark
Sgt. William Galvin
Mr. Morris Sorbello

Roll Call

As noted, all Board members were present, except for Mr. Khalid Bey.

Mr. Patrick Mannion, Chair

Chair Mannion started by welcoming everyone to the meeting.

Reading and Approval of the Minutes

A motion was made by Ms. Rougeux and seconded by Dr. Chin was unanimously approved to accept the minutes from the November 9, 2017 meeting.

The motion was approved: 9 ayes, 0 nays

Executive Session

Chair Mannion made a motion to go into executive session to discuss a variety of matters pertaining to: (1) proposed, pending or current litigation; (2) the financial, credit and employment history of particular persons or corporations; and (3) a proposed lease of real property by the Authority. The motion was approved by Mr. Venesky and seconded by Ms. Rougeux. Board members went into executive session at 11:02 a.m.

The motion was approved: 9 ayes, 0 nays

Executive session ended at 11:05 a.m. No action was taken.

Old Business

Management Report

Ms. Callahan gave a year-end report with highlights from 2017 and plan for 2018. Ms. Callahan reviewed and recapped highlights and priorities including: the terminal project; new SRAA logo; operations; security; aircraft rescue; firefighting; Finance; contracting; IT; HR; Marketing & Public relations efforts; and new air service development. Ms. Callahan remarked that the airport is operating according to mission statement in a safe and efficient manner during this improvement project focused on our passengers.

The existing canopy demolition is the first phase and is complete. We are now in Phase III, which is the utility upgrades. This specific project is being funded by the Federal Aviation Administration. One of the long term projects is to replace all of the jet bridges to continue the modernization of the concourse facilities and improve on the passengers overall experience. Two of the new glass jet bridges (12 & 23) were replaced in 2017. Ms. Callahan explained the plan for operations to replace the de-icing lagoon facility that was installed in the early 1990's to an enclosed storage system and also replace dated electrical vault/meter room equipment with an anticipated project completion date in 2018/2019. This project is being also funded by the Federal Aviation Administration. The Part 139 inspection took place in October, 2017 and were found in compliance and had a very good inspection overall.

The new Director of Airport Security, Dennis Greco took on several projects during his short tenure including new Security Identification Display Area (SIDA) badges and enrolled in the RAP Back program which alerts us automatically if anyone who was issued a SIDA badge was arrested or had an issue that should be brought to our attention.

In 2018, we will be preparing for our Tri-Annual Exercise, Air Craft Rescue and Fire Drill, which is a live drill. A number of other programs are in process including a new security video, review of security cameras and our Director of Airport Security is working on a number of training programs including in our Emergency Operations Center. Aircraft Rescue and Firefighting (ARFF) conducting live fire training and recertification in Rochester, NY.

Passenger traffic monthly reporting is up approximately 1% as of October, 2017. American and Delta Airlines continue to be the dominant carriers in the traffic, but also included are Allegiant, United, Jet Blue, and Air Canada.

Aircraft operations saw a small increase in our civilian itinerant aircraft by 4% over last year. Concession sales have leveled off as they are starting year 3 of their contract after a rapid increase from the beginning and is nearly double the amount since contract inception. We are working with Taste of New York and Creative Foods on introducing some concepts during 2018. Parking revenue has not seen any major decrease so far in parking revenue as a result of ridesharing. Car rental revenue went down slightly, which could be due to seasonal use. An additional project we are working on is new contracts with our rental car agencies along with planning for a new on-site rental car facility.

Ground transportation – We no longer have taxicabs reporting to the Airport Authority because we no longer have a contract with the Syracuse Regional Airport Taxi. We will be continuing our discussions regarding the ground transportation licensing program. Currently, Uber has a greater market than Lyft for ridesharing.

MWBE Efforts – Linda Ryan and Maureen Fogarty were applauded for the efforts that they have made regarding MWBE. We have exceeded our goal of 30%. We are now almost at 32% due to efforts made by their community outreach.

A discussion ensued regarding contract expirations, renewals and competition response to open-bid solicitations.

IT – The authority continues to upgrade our technology. Wi-Fi is now available on the airfield for our operations staff and we continue to move forward with improvements.

HR – Our new HR Manager, Debi Marshall has done a complete review of the employee handbook and is updating employee policies, training and staff development.

Other upcoming initiatives – The Syracuse Fly Guide program is an airport ambassador program to be unveiled in November, 2018. An internship program, starting with an Engineering Intern and a Marketing intern is in progress. Enterprise Risk Management and also tackling records management processes are in progress as well. The airport will be unveiling two new Baby Care rooms and a rewards program for parking in our garage and open lots.

Other planned activities:

- Completion of the terminal improvement project in November, 2018.
- Air service development – Focus on developing service to Dallas, Denver and International service to Ireland. Discussions are on-going and the SRAA is working jointly with Centerstate CEO in these efforts.
- Continuation of dialogue with the Department of Aviation and City of Syracuse staff and the SRAA regarding the transfer of employees.
- Continue conversations with the board regarding parking garage plans and rental car facility needs.
- Build and grow our SRAA culture.

Ground Transportation Licensing Program

Mr. Tent Amond gave information and updates on numbers and proposed permit fees. \$1,500 per permit with a maximum of 50 permits at this time planned to be issued. After further research, other adjustments were made to the proposal based upon information regarding the number of trips to the airport; the average fares; Syracuse Regional Taxi operations; the decrease in number of fares due to ride share; and the increase in the City of Syracuse fare standards required. The value of the permit was determined and revised based on other airports of similar size; permit fees; per trip pick up fees; inspection fees, etc. that vary at every airport. The model proposed would be a flat permit fee with a rigorous inspection and monitoring procedure. 50 permits are planned to be made available on first come, first served basis with a waiting list. The SRAA now suggests based on further research, a \$750 permit fee, which is approx. 3.3% of the revenue that an operator would make with said permit. The taxicab individual operators must maintain a City of Syracuse taxicab license and complete training and information sessions at the airport authority in order to receive the endorsement required to operate at the airport. The permits for the vehicles are planned to be revocable and non-transferrable. The ownership is retained by the authority.

Discussion ensued regarding this proposed licensing program including the exclusively these endorsed taxicabs will have to use a premium area for taxicab staging at the airport. Passengers may still continue to not utilize the on-site services and instead choose any other taxi company for drop-offs or advanced scheduled pickups. Security will be trained and will assist passengers and monitor the taxicab situation including usage to ensure compliance. A potential control system is being considered such as an EZ-pass type of program to assist with monitoring. The current plan is that the taxicabs will maintain a handwritten manifest in their cabs at all times which will be required to be submitted monthly for continued monitoring. The plan for implementation, if approved, would begin February 1, 2018.

New Business

Chair Mannion directed the board's attention to the following resolutions:

- **Resolution Approving the SRAA Ground Transportation Licensing Program** was moved by Dr. Chin and seconded by Ms. DeSiato and was unanimously approved. There was no further discussion regarding the resolution.

The resolution was adopted: 9 ayes, 0 nays

- **Resolution Approving an amendment to Employment Agreement**
was moved by Ms. Rougeux and seconded by Mr. Venesky and was unanimously approved.
There was no further discussion regarding the resolution.
The resolution was adopted: 9 ayes, 0 nays
- **Resolution Approving 2018 Meeting Calendar**
was moved by Mr. Lazar and seconded by Dr. DeSiato and was approved.
Mayor Quill has offered to host the off-site meeting in June. There was no further discussion regarding the resolution.
The resolution was adopted: 8 ayes, 0 nays, 1 abstain
- **Resolution Approving 2018 Committee Roster**
was moved by Dr. DeSiato and seconded by Mr. Fisher and was unanimously approved.
There was no further discussion regarding the resolution.
The resolution was adopted: 9 ayes, 0 nays
- **Resolution Approving selection of financial institution to provide financing for Terminal Improvement Project**
was moved by Dr. Chin and seconded by Mr. Lazar and was unanimously approved.
Discussion was held prior to approval regarding the selection decision process. There were three banks discussed. Solvay Bank declined to submit a proposal with Key Bank and M&T Bank submitting proposals. There was a significant difference in Key Bank's rate vs. M&T Bank's rate that included 10 times more basis points along with other additional commitment fees. Factoring all of the data, Key Bank was determined to be approximately half of the total cost of what M&T Bank would be. The recommendation was made by the Finance Committee to select Key Bank. There was no further discussion regarding the resolution.
The resolution was adopted: 9 ayes, 0 nays

Committee Reports

HR Committee update – Current focus is on the Paid Family Leave policy. The Human Resources Manager, Debi Marshall has been working diligently on this policy.

Mr. Patrick Mannion, Chair

Chair Mannion recognized that Mr. Mark Venesky's one year term on the board will be complete at the end of the year. Chair Mannion recognized Mr. Venesky for his contributions to the board and thanked him for his time. Mr. Venesky addressed the group and stated his appreciation to the board and noted that he enjoyed being a part of the authority's board.

Other Discussion Topic

Mr. Johnson proposed a discussion on the wind turbine development situation and the impact to the drone operations in the Central New York corridor and the Ft. Drum flight patterns. Conversation ensued regarding NuAir and Griffith's Air Base and it was suggested that further follow-up and discussion is needed on this topic. Mr. Morris Sorbello, Regional Advisory Board member notified the board that the Oswego County's legislature has filed a resolution against this development and the impact that it would have on a very large area. Mr. Johnson explained some of the procedural issues and further impacts on Ft. Drum and how other areas of the country have prohibited the impact of low-level flying near airports and military operations. Decision was made to reach out to further research the wind turbine development issues.

Adjournment

A motion was made by Mr. Fisher and seconded by Mr. Venesky to adjourn the meeting. The motion was approved: 8 ayes, 0 nays
The meeting was adjourned at 12:10 p.m.

The logo consists of the letters 'SYR' in a bold, white, sans-serif font. A small blue airplane icon is positioned above the 'Y'.

SYRACUSE
— HANCOCK —
INTERNATIONAL AIRPORT

MANAGEMENT REPORT

February 2, 2018



2018 Priorities



Airport Administration

This report outlines the current and future activities of the Executive Director, CFO and Authority staff



Projects

Operations

Security

ARFF

Finance

Contracting

IT

HR

Marketing / PR / Events

Air Service Development

✈️ Projects

✈️ 2018 Terminal Improvement Project

✈️ Utility relocation



✈ Projects - South concourse men's bathroom



✈️ Projects – Million Air Update



✈ Projects – Million Air Update



✈ Projects – Million Air Update



✈ Projects — Million Air Update



Operations



Winter Season

Central New York winters can often be somewhat of an anomaly. Although the majority of the country experiences some kind of weather during the winter season, very few places deal with the snow fall and harsh conditions that go hand in hand with being located just southeast of Lake Ontario and the inevitable snow it brings.

Midway through a typical Central New York winter and we are very pleased to report a successful and productive season thus far. Snow removal crews have been out in full force this month, safely maintaining the airfield during a myriad of winter storms regardless of how challenging the conditions get.

All three shifts have brought their best this month, all of our drivers and operators have shown the professionalism and expertise required to maintain the airfield and all associated surfaces safely and effectively.

Kudos to the mechanics as well for not only maintain our fleet but for also having the skillset to listen to our drivers and efficiently diagnose and repair the departments fleet quickly.



Security



Highlights

- Participated in a webinar with Telos regarding RAP Back.
- Performed an audit with TSA inspector verified that all Allegiant employees STA's and CHRC's are valid.
- Identified all Access points to SIDA and AOA areas that require mandatory TSA signage. Signs are in place.
- Performed an audit with Piedmont verified all badges were in order.
- Performed an audit with CBP to verify customs seals were in order on Delta and Piedmont badges.
- Continued signatory training for all vendors, contractors and tenants.
- Began the implementation of the Resolution Corrective Action Plan with the TSA Compliance Inspectors.
- Printed all badges for January and February employee's who were still holding the old design. (239 badges)
- Issued new placards for vehicles entering onto the AOA. The vendor gates have been advised that the old pink one is no longer valid.
- Reprogrammed all key fobs (done annually).
- Conducted two EOC training events.
- Working with CBP and Border Patrol on International Diversion Contingency Plan.

ARFF

Highlights

- Conducted terminal building inspections
- Coordination with construction updates
- EOC equipment checks
- Snow removal for fire hydrants

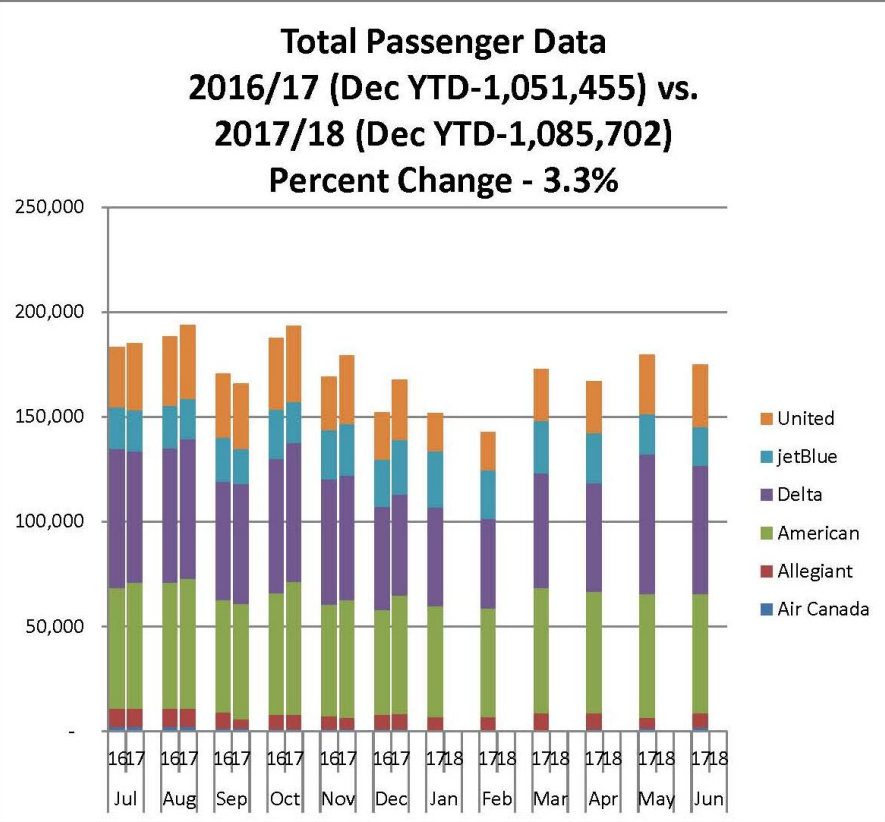
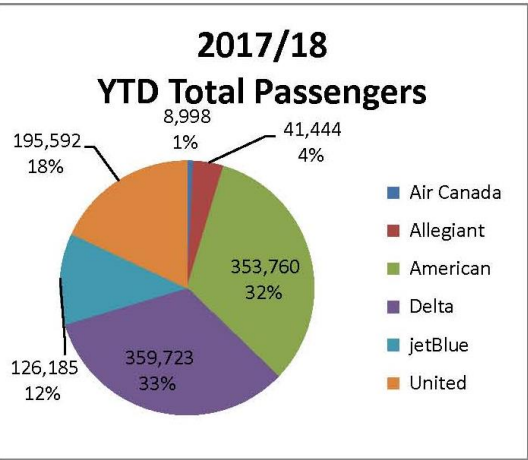
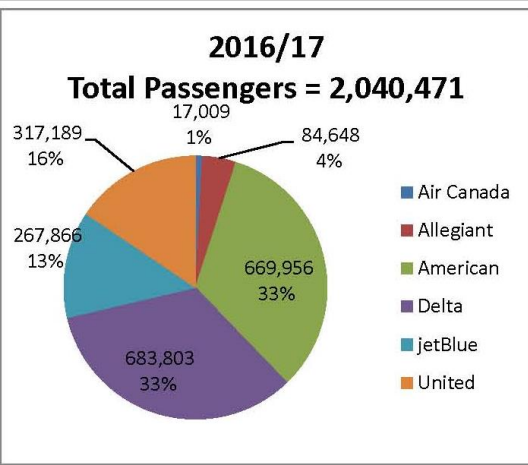
Annual FAA Live Fire Training:

August 14 – 17, 2018

ARFF staff members are required to complete mandatory FAA training requirements. One of the most dynamic is **live fire training**. ARFF is required to complete this training at an approved FAA training site. Syracuse ARFF uses the North Eastern Training Center in Rochester NY. The ARFF staff is challenged with live fire to aircraft simulators equal to Boeing 737 aircraft. Skills and tactics used for a real aircraft fire including post-crash exterior, engine and or wheel fire, interior cockpit, cabin and cargo compartment.

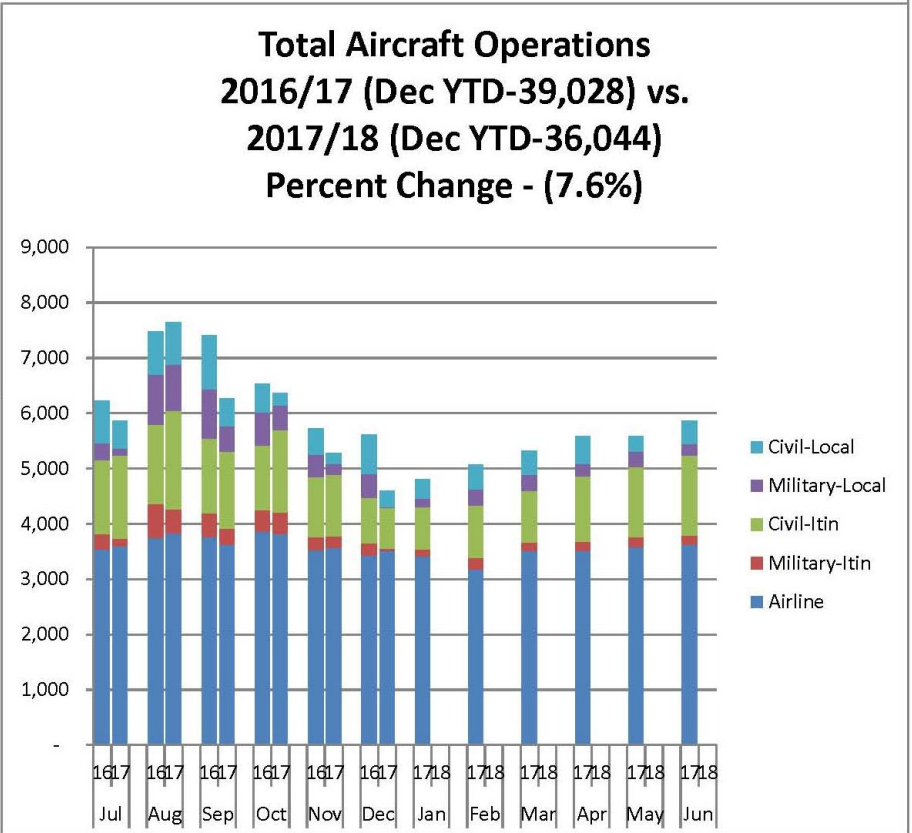
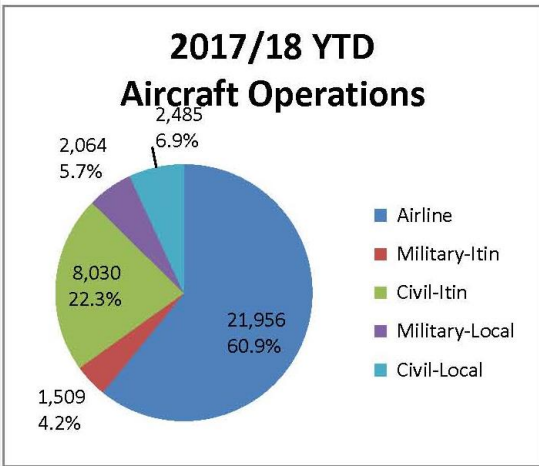
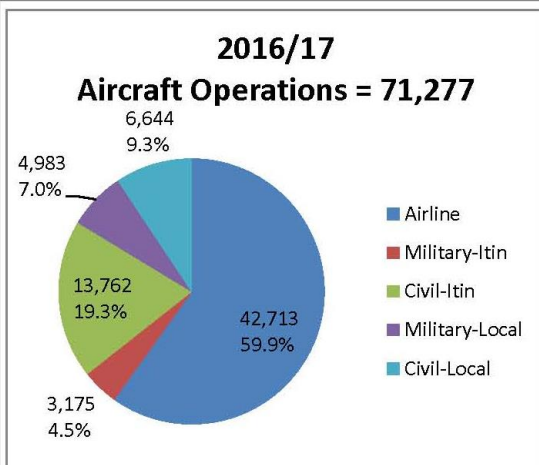


✈ Passenger Traffic



(As of 1/16/18)

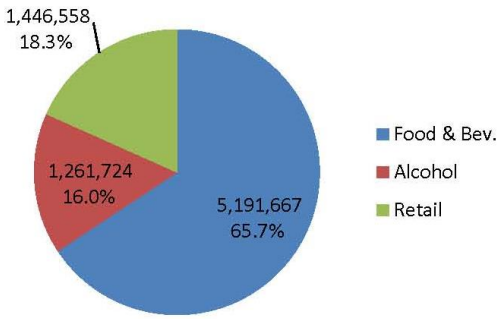
✈ Aircraft Operations



(As of 1/16/18)

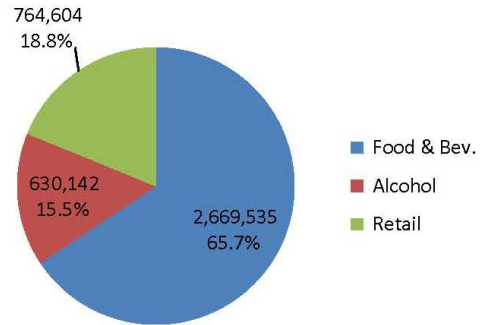
✈️ Concession Sales

2016/17
Total Sales = \$7,899,949



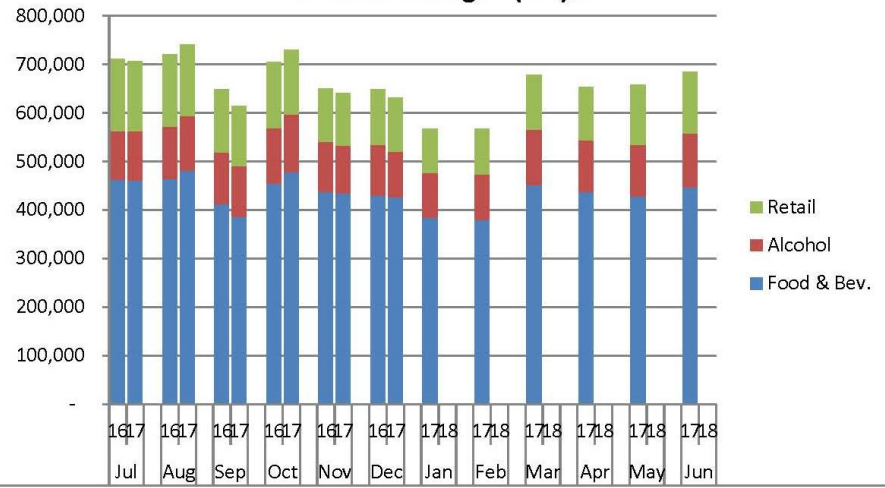
Sales per Enplaned Passenger = \$7.76

2017/18
YTD Total Sales

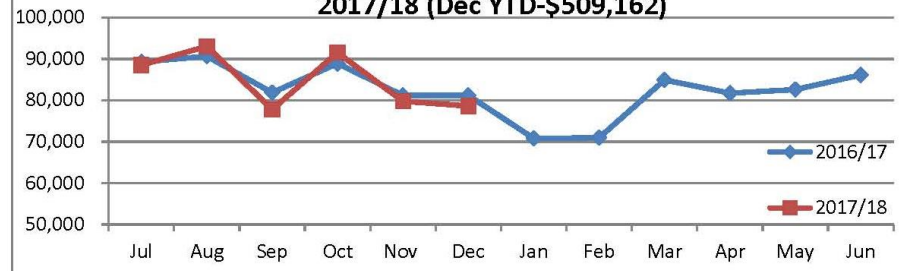


YTD Sales per Enplaned Passenger = \$7.45

Concession Sales
2016/17 (Dec YTD-\$4,086,703) vs.
2017/18 (Dec YTD-\$4,064,281)
Percent Change - (0.5)%



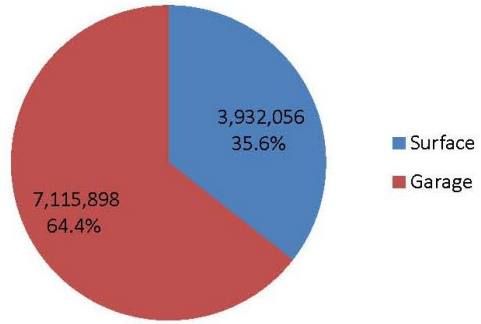
Concession Revenue
2016/17 (Dec YTD-\$512,897) vs.
2017/18 (Dec YTD-\$509,162)



(As of 1/16/18)

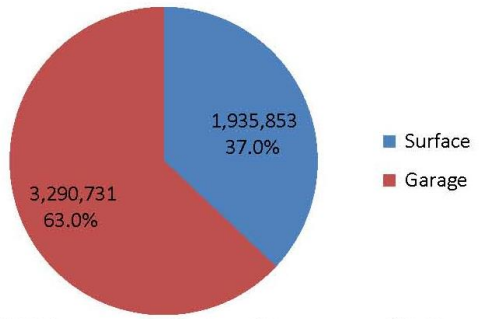
✈ Parking Revenue

2016/17
Total Revenue = \$11,047,954



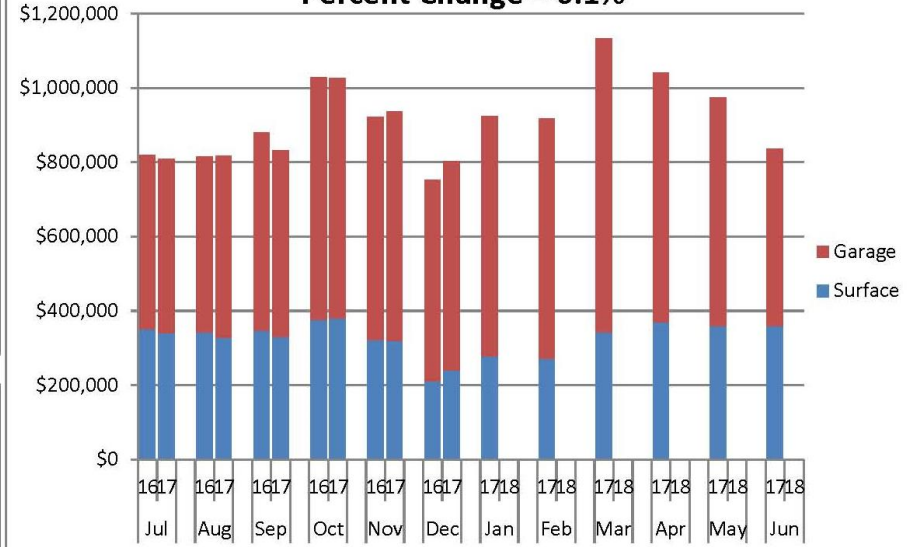
Revenue per Enplaned Passenger = \$10.86

2017/18
YTD Revenue

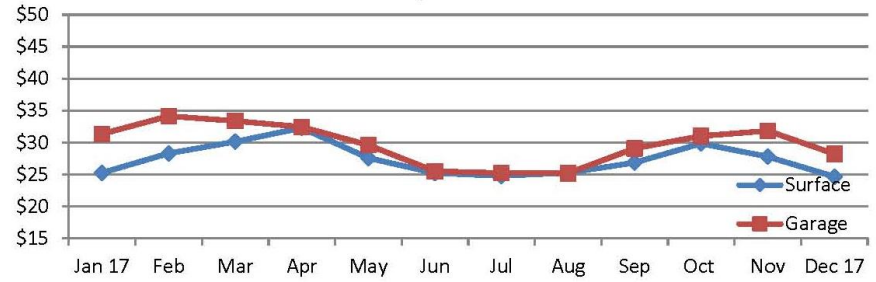


YTD Revenue per Enplaned Passenger = \$9.58

Parking Revenue
2016/17 (Dec YTD-\$5,220,317) vs.
2017/18 (Dec YTD-\$5,226,584)
Percent Change = 0.1%

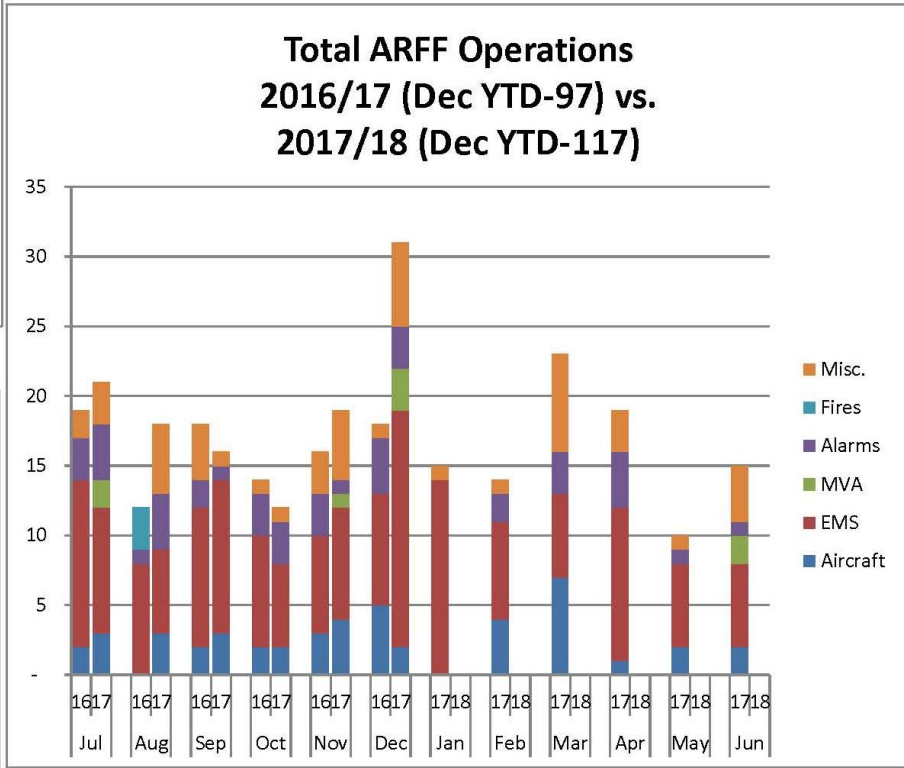
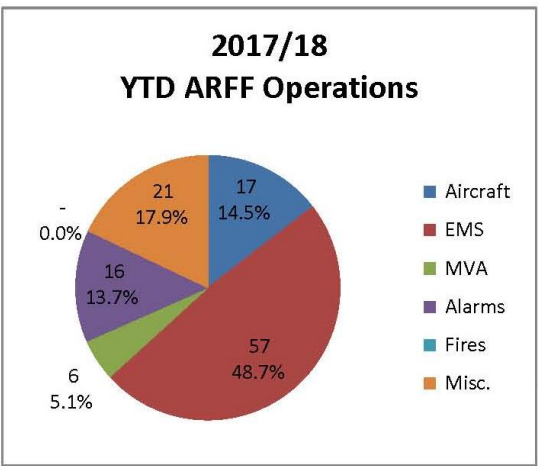
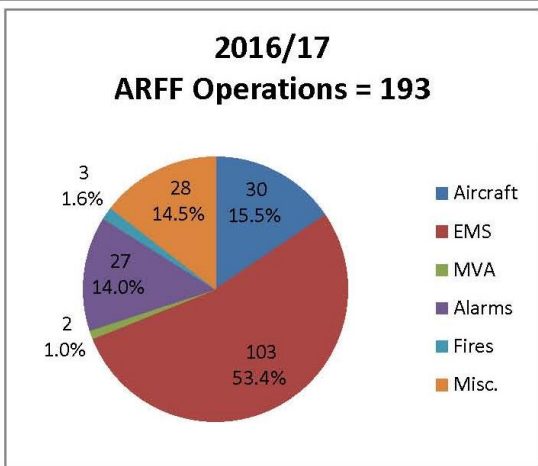


Revenue per Transaction



(As of 1/19/18)

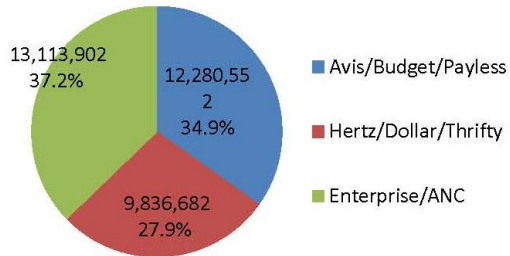
ARFF Operations



(As of 1/26/18)

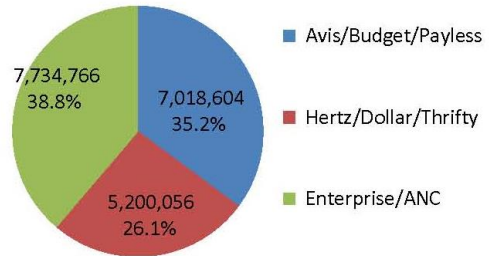
✈️ Car Rental Revenue

2016/17
Total Revenue = \$35,231,136



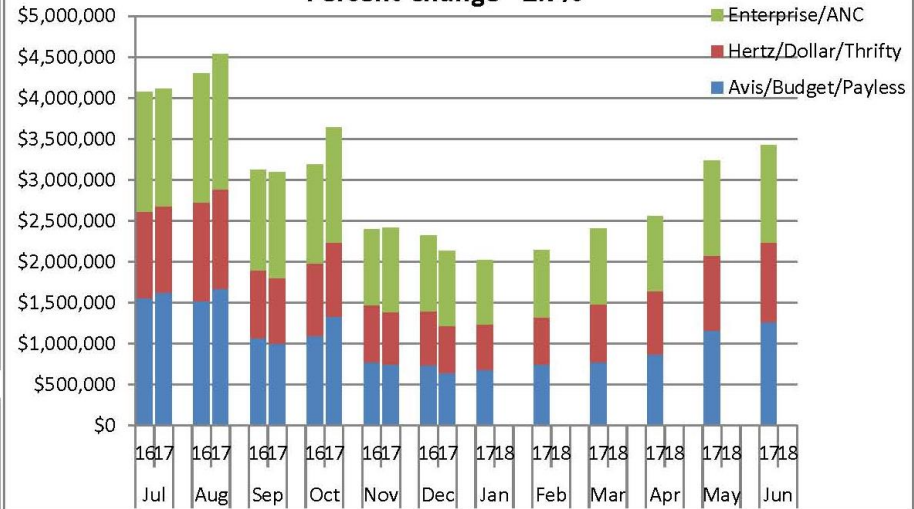
Revenue per Enplaned Passenger = \$34.62

2017/18
YTD Revenue

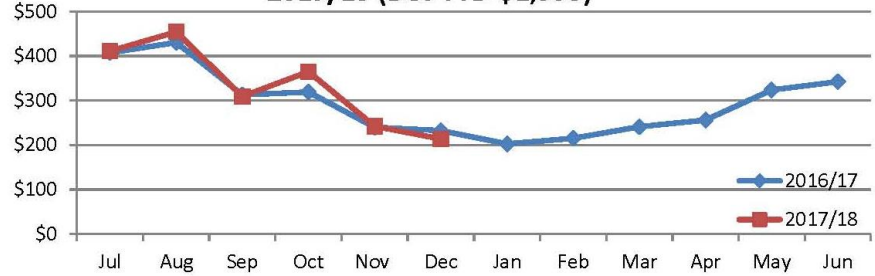


YTD Revenue per Enplaned Passenger = \$36.57

Car Rental Revenue
2016/17 (Dec YTD-\$19,424,994) vs.
2017/18 (Dec YTD-\$19,953,426)
Percent Change - 2.7%

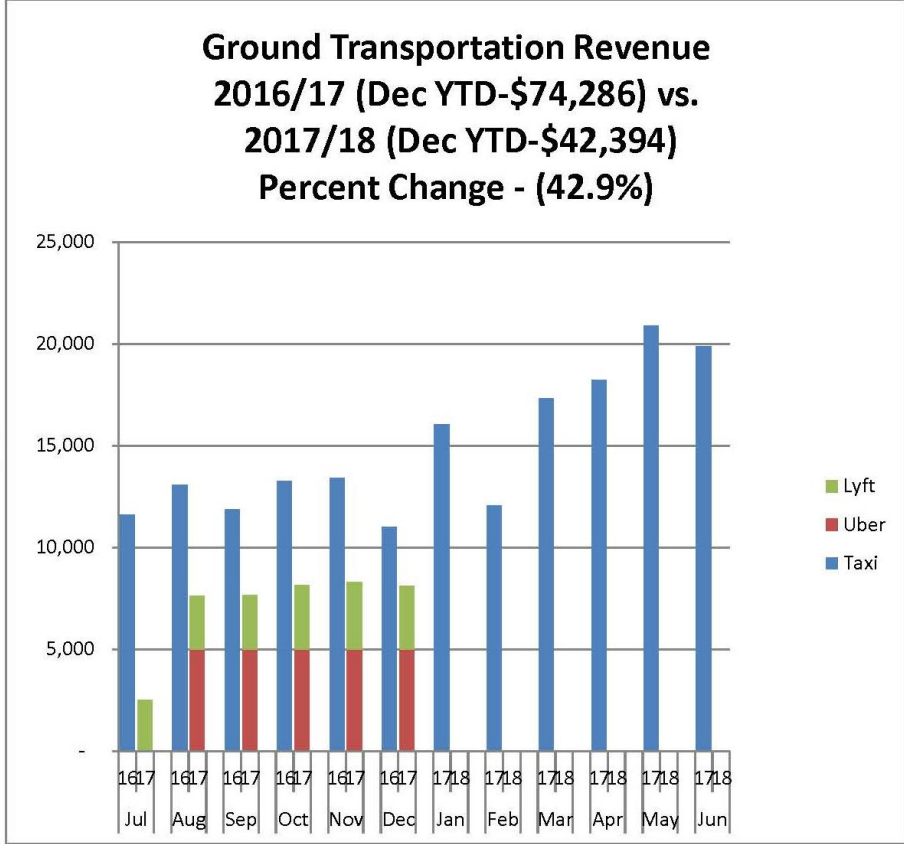
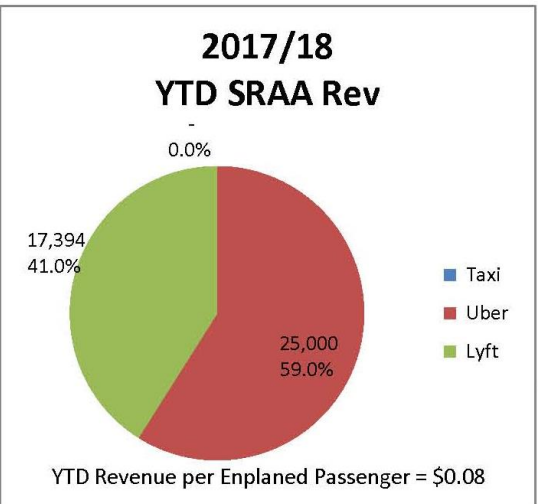
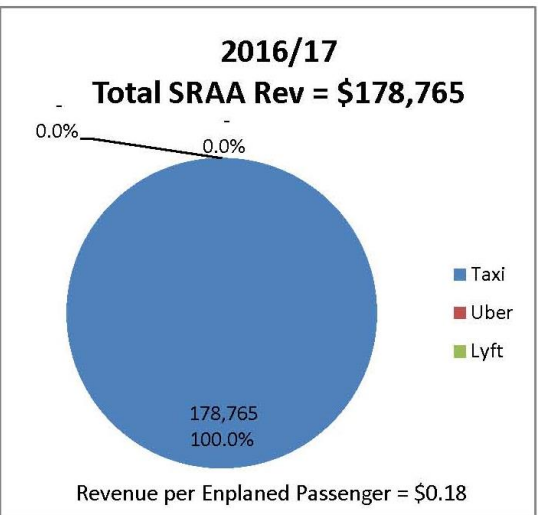


SRAA Revenue (\$000)
2016/17 (Dec YTD-\$1,942) vs.
2017/18 (Dec YTD-\$1,995)



(As of 1/22/18)

✈ Ground Transportation



(As of 1/29/18)



Highlights

- Completed Wi-Fi Upgrade
- Assisted with the Security Move Planning
- Assisted with deliver and set up of new server installation, still waiting for switches to complete project
- Working with MA Polce on changing our domain names to be all under “Go Daddy”
- Working with MA Polce to set up Video Teleconferencing in the EOC for FEMA Training for Director of Security
- Assisting Director of Security with changes in EOC Processes
- Worked with MA Polce to set up trial software from Dallas Fire Training Research Suite for Director of Security
- Assisted Security Office with new SYR ID Application



Highlights - Recruitment

Director of Business Development - William Ryan was hired and began on 1/2/18

Airport Operations Specialist - Robert Richardson was hired and began 1/7/18

Airport Operations Specialist (Worker) - The final Ops workers employed by the City of Syracuse resigned and was hired by the Authority effective 1/21/18. Now all operations specialists are employed by the Authority

Management Assistant - Conducted phone screens and second interviews



Highlights

Staffing/Salary Analysis

SBA has provided the final PowerPoint in anticipation of presentation of results, scheduled for 1/31. Results will be provided to the HR Committee at the February HR Committee meeting.

SYR Fly Guide Program

Meeting with Marketing Coordinator to develop Volunteer Ambassador Program.

To date, we've created the name, mission statement, and developed a project plan/timeline to get us through the fall and the time of publicly launching the program.

Code of Conduct and Resources materials - for the iPad – in process

Goal: Training scheduled for August 2018 with soft-launch in September, and full launch in October.

Internship Program

Engineering intern and Marketing intern job ads were posted. Application deadline is 2/9/18.



Highlights

Enterprise Risk Management - ERM policy statement was created, to be reviewed by Executive Director. Next step will be to reach out to working group for introductory meeting.

Benefits

Employee Assistance Program – Implement 1/1/18 through ESI TotalCare EAP. An informational session was held for employees. Provides up to 3 counseling sessions per issue per year, plus 24/7 telephonic counseling at no cost to employee, with a robust resource center online.

AFLAC – In talks with the company to present on several supplemental benefit products. Hope to set up time in February to meet with staff.

Future

Sexual Harassment, Harassment, Bullying Prevention training - Will be scheduled for March 2018 for all Authority and City airport employees.

New York State Retirement – Ensure compliance with NYSLSR employer rules; begin transitioning to Retirement Online May, 2018.



Highlights – Policies/Processes/Procedures

NYS Paid Family Leave Policy - was implemented as of January 1, 2018. Payroll deductions begin first paycheck in February. An informational session was held for employees to introduce the benefit and answer any questions. Since this is a new benefit for both the organization and state-wide, we continue to be in conversation with our Employment Law Attorney and Insurance Company to answer any questions that have come up during this implementation. The HR department is developing a process to ensure that employees that are going on leave can easily apply for whatever leave is applicable (FMLA, PFL, DBL), and our office can easily track their time off.

Drug Testing Policy - Sent agreement to Five Star. Also have an account with Quest for initial drug tests until we are completely set up with Five Star. HR Committee to review policy at February Meeting.

Military Leave Policy - For review by HR Committee at February meeting, has been sent to John McCann for review.

Marketing



Highlights

Airport Logo Redesign

The new logo was unveiled on January 12, 2018

JetBlue BOS Inaugural Event

Held event at Gate 3 to celebrate the inaugural JetBlue flight to Boston on January 4, 2018

SYR Ambassador Program

Continuing work to develop the airport's ambassador program

Terminal Improvement Project:

- ➔ Installation of the large scale terminal rendering project was completed on January 26, 2018
- ➔ Working on updated maps and wayfinding signage for the next phase of the project (center closure)



Marketing



Highlights

PIO Responsibilities

- Issued the following Press Releases:
- January 5, 2018-Airport Urges Passengers to Arrive Early
- January 22, 2018-TSA Pre-check Relocation
- January 24, 2018-Rental Car Counters and Barber Relocation
- Website Maintenance
- 2304 total Twitter followers at the end of January.
102 new followers
- Facebook-90 new likes and 2,397 page views for January

Upcoming Projects

- SYR Terminal Advertising Program





Air Service Development

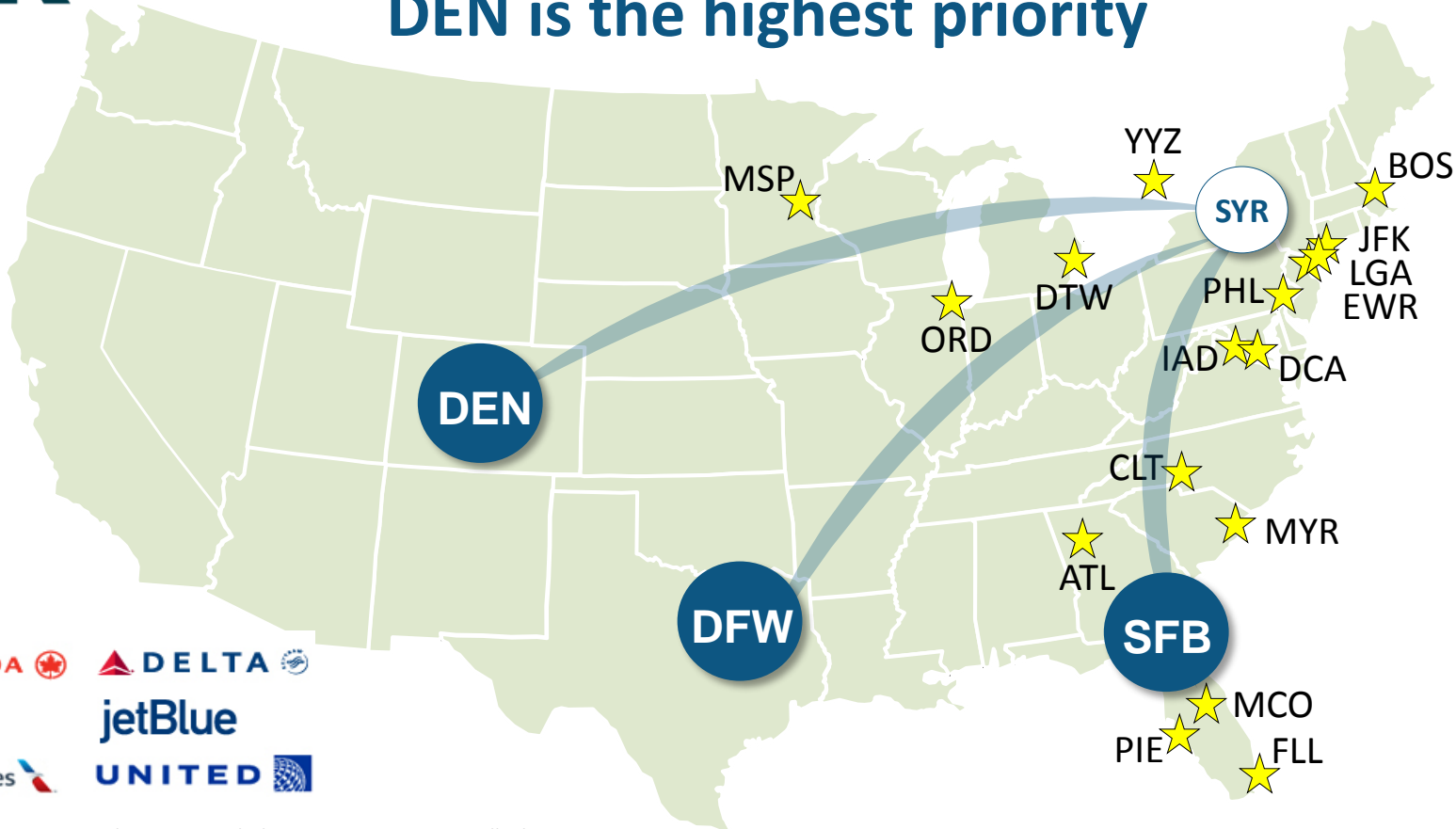


Update


- New Service
 - Direct Service to Boston (jetBlue)
- Ongoing Efforts
 - Direct Service to Denver (United)
 - Direct Service to DFW (American)
 - Direct Service to Sanford (Allegiant)
 - Southwest
- International
 - Direct Service to Ireland (Dublin, Shannon, Belfast)
 - Follow-up Meeting with Norwegian
 - Revenue Guarantee
- Air Service Incentive Program
 - Updated Matrix
 - SCASD Application (Denver)
 - URI Application (New Entrant and International)



SYR currently has 17 non-stop destinations; DEN is the highest priority



Other airlines that operate at the airport include Comair, CommutAir, Allegheny, Mesa, Trans States, Colgan Air, Piedmont, Chautauqua, and Shuttle America.

 Current markets served

T
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K
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SYR

**RESOLUTION ACKNOWLEDGING AND APPROVING INCREASED COST
FOR 2017 TERMINAL IMPROVEMENT PROJECT**

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, by Resolution No. 8 of 2017 the Board of the Authority authorized the Executive Director to execute an aviation project funding agreement ("Funding Agreement") in connection with an approximately \$35.8 million grant from the State of New York (the "Grant") under its Upstate Airport Economic Development and Revitalization Program ("Airport Revitalization Program") to be administered through its Department of Transportation ("NYSDOT") in conjunction with certain other funds to be received from the County of Onondaga, the Federal Aviation Administration and funds of the Authority all totaling approximately \$48.8 Million for the renovation of the terminal at Syracuse Hancock International Airport (the "2017 Terminal Improvement Project" or "Project"); and

WHEREAS, the Funding Agreement provided that the Authority's share of the Project would total the approximate sum of \$2.9 Million; and

WHEREAS, as a result of the receipt of only a single bid in connection with the Phase III: Landside Terminal Building Improvements portion of the Project received from LeChase Construction (the "LeChase Bid"); and

WHEREAS, the LeChase Bid was substantially higher than anticipated for that portion of the Project and as a result the Authority's share of the Project will be increased from approximately \$2.9 Million to approximately \$11.3 Million; and

WHEREAS, the Finance Committee of the Board has met and considered the potential impact of the increased cost of the Project on the Authority's financial condition and advised the Board that it believes that despite the increased cost, it remains in the Authority's best interest to proceed with the Project.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority that the increased cost of the 2017 Terminal Improvement Project is hereby acknowledged and approved, and it is further

RESOLVED, that the Authority proceed with the 2017 Terminal Improvement Project.

Resolution Adopted Date: February __, 2018.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

Based on C&S, 01/22/18

			Budgeted		
			Total	Contractor	Status
COST ESTIMATE					
Phase					
1	Concourses	x	2,920,500	Bouley	Est. 2/16/18
2	Remove Canopy	x	2,611,500	Murnane	Complete
3A	Utility Relocation	x	1,149,488	Malone	Est. 2/8/18
3B	Curtainwall	x	1,939,106	Ajay	In Progress
3C	Vertical Circulation	x	1,579,889	Murnane	In Progress
3D	Temp Support Space	x	696,260	Murnane	In Progress
3E	Aviation Museum	x	554,347	TBD	Bid Spring 2018
3	Consolidated TIP Package	x	42,967,437	LeChase	Under Contract
3AD	Water Feature (AD-7)	x	189,586	LeChase	Under Contract
5	New Canopy	x	2,056,471	LeChase	Under Contract
6	Solar Panels	x	554,347	TBD	Bid Spring 2018
7	Grand Hall Flooring	x	922,434	LeChase	Under Contract
9	Main Term. Restrooms	x	563,867	LeChase	Under Contract
10	Ticketing & Baggage Claim Floorin	x	3,206,660	LeChase	Under Contract
11	Entrance Roadway	x	469,403	LeChase	Under Contract
	TOTAL COST	x	62,381,295		
	Financing Cost		950,663		
	Total + Financing		63,331,958		

Based on C&S, 01/22/18

			Budgeted	
			Total	
FUNDING SOURCE				
FAA				
AIP Grant (90%)			-	
2	10/17-2,350,350	x	2,350,350	
3A	10/19-4,200,000	x	1,034,539	
3C	10/19-4,200,000	x	1,421,900	
3	10/19-4,200,000	x	1,743,561	
3	10/21-3,500,000	x	3,500,000	
3	10/23-3,000,000	x	3,000,000	
3	10/24-1,114,747	x	1,114,747	
		x	<hr/>	
	Sub-FAA		14,165,096	14,165,096
NYS				
AIP Grant (5% share)			-	
2		x	130,575	
3A		x	57,474	
3C		x	78,994	
3		x	96,864	
3		x	194,444	
3		x	166,667	
3		x	61,930	
	Sub-Sub-AIP		<hr/>	
			786,950	
UAR Grant				
3B		x	1,939,106	
3D		x	696,260	
3E		x	554,347	
3		x	<hr/>	
	Sub-Sub-UAR		35,759,030	
	Sub-NYS			36,545,980
Onondaga Cty				
11			469,403	
	Sub-Onon. Cty			469,403
SRAA				
AIP Grant (5% share) - PRRSM			-	
2		x	130,575	
3A		x	57,474	
3C		x	78,994	
3		x	96,864	
3		x	194,444	
3		x	166,667	
3		x	61,930	
	Sub-Sub-AIP		<hr/>	
			786,950	
PRRSM				
1		x	2,920,500	
7		x	922,434	
9		x	563,867	
10		x	3,206,660	
Financing				
	Sub-Sub-PRRSM		<hr/>	
			7,613,461	
Discretionary				
3AD		x	189,586	
5		x	2,056,471	
6		x	554,347	
	Financing Cost	x	<hr/>	
			950,663	
	Sub-Sub-Discretionary		3,751,067	
	Sub-SRAA			12,151,478
TOTAL FUNDING			63,331,957	63,331,957

**RESOLUTION AUTHORIZING INCREASED BRIDGE LOAN FINANCING
FOR 2017 TERMINAL IMPROVEMENT PROJECT**

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, the Authority Board, by Resolution No. 28 of 2017 previously authorized the Executive Director, on behalf of the Authority and with the advice of counsel to the Authority, to negotiate and enter into a commitment letter and such other and necessary loan documents as may be required in order to obtain an approximately \$16,000,000.00 Line of Credit from Key Bank in order to obtain the necessary bridge loan funding to ensure the timely and cost effective completion of the 2017 Terminal Improvement Project ("Project").

WHEREAS, Authority management has further advised that due to the fact that only a single bid was received in connection with the Phase III: Landside Terminal Building Improvements portion of the Project, and which bid was significantly higher than anticipated, that the Authority will need to obtain separate bridge financing in the approximate maximum sum of Twenty Million Dollars (\$20,000,000.00) in the form of a revolving line of credit (the

“Line of Credit”) in order to fund interim payments not coinciding with the funding sources reimbursement schedule for the Project, such Line of Credit being in replacement of and not in addition to that approved in Resolution No. 28 of 2017.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority that the Executive Director, on behalf of the Authority and with the advice of counsel to the Authority, is hereby authorized to negotiate and enter into a commitment letter and such other and necessary loan documents as may be required in order to obtain an approximately \$20,000,000.00 Line of Credit from Key Bank in order to obtain the necessary bridge loan funding to ensure the timely and cost effective completion of the Terminal Improvement Project.

Resolution Adopted Date: February __, 2018.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

RESOLUTION AUTHORIZING AGREEMENT WITH JWA CONSTRUCTION MANAGEMENT FOR 2017 TERMINAL IMPROVEMENT PROJECT

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, the Authority has been identified as a recipient of an approximately \$35.8 million grant from the State of New York (the "Grant") under its Upstate Airport Economic Development and Revitalization Program ("Airport Revitalization Program") to be administered through its Department of Transportation ("NYSDOT") in conjunction with certain other funds to be received from the County of Onondaga, the Federal Aviation Administration and funds of the Authority all totaling approximately \$48.8 Million for the renovation of the terminal at Syracuse Hancock International Airport (the "2017 Terminal Improvement Project" or "Project"); and

WHEREAS, in reviewing financing for the Project the Finance Committee of the Board has recommended that the Authority engage an additional construction management firm to act

as the Authority's onsite representative for the Project and has further recommended JWA Construction Management ("JWA") be engaged for such onsite representative services based upon a proposal submitted by JWA for such services.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority, that the Executive Director is authorized to engage JWA Construction Management to provide onsite representative services to the Authority for the Project.

Resolution Adopted Date: February __, 2018.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

Owner's Rep Comments

Job description: Provide the Owner with information to help insure that the project schedule and cost budget are adhered to.

This would be accomplished by:

A. Schedule

- a. Become familiar with the approved LaChase schedule
- b. Become familiar with the construction plans and phasing plan
- c. Attend the contractor's job meeting to:
 - i. Review status of work scheduled, completed and scheduled for the next week.
 - ii. Ascertain concerns raised that would impact the schedule that are NOT resolved with a solution time frame.
 - iii. Follow timeliness of shop drawing and request for information/clarification items to identify schedule impacts.
 - iv. Visit the project at least once per week to review the status. This should be done either immediately before or after the weekly job meeting.

B. Project Cost

- a. Become familiar with the project cost based on the signed contracts and Owner's estimate of any other work required but not yet ordered.
- b. Attend the contractors' job meeting to:
 - i. Ascertain any areas where a change in contractors' scope of work is modified.
 - ii. If a change in cost is anticipated, the final projected cost budget must be adjusted so this cost is always current. **[NOTE: I am not sure what system is used to update the final project cost in a timely manner but would expect C&S to update this number no less than once a month that shows change orders issued and adjustment to the contingency and allowance number so we are not surprised at the end of the project.]**
 - iii. Verify change orders are issued in a timely manner.

C. Other Items

- a. Attend the weekly Monday conference call with NYSDOT
- b. Attend additional meetings and work assignments as requested by the Executive Director



6838 East Genesee Street
Fayetteville, NY 13066

Attention: Christina Callahan, Trent Amond, Syracuse Regional Airport Authority

Request for Proposal for Project Management Services:

Syracuse Hancock International Airport Terminal Building Reconstruction

Project Description:

The project includes the reconstruction of the Terminal Building entrance by LeChase Construction. JWA intends to provide the owner with information to help ensure that the project schedule and cost budget are adhered to. This will be accomplished by the following scope:

Project Scope: (JWA)

Requested Project Management Services at a minimum will include:

- Project Management Services
 - Attend and document progress meetings;
 - Track construction progress and proactively recommend solutions to avoid project delays;
 - Route, Track, and monitor submittals and RFI's in relation to the project;
 - Review and follow Field Progress Reports, Daily;
 - Tracking and monitoring of change orders by GC in order to keep an updated running cost and ensure any negative schedule impact is minimized.

Duration: For the term of approximately 9 ½ consecutive months beginning on February 15, 2018. The possible staffing costs are as follows:

Jason Stokes: Approximately 1,640 hrs. (within a 40 hour week) \$187,616.00

Overtime for Jason is billed at \$1,372.80/day or 171.60/hr.

Additional personnel for additional shifts will be billed at \$915/8 hr shift

Thank you for the opportunity to work directly for the Syracuse Regional Airport Authority!

Jason STOKES

6838 East Genesee Street, Fayetteville, NY 13066

O: 315.569.1946

jason@jwastructures.com

Summary

20 years' experience in the construction management industry, has proven to consistently deliver with excellent management, leadership, and communication skills. Works well in leadership but also functions productively within a team. Functions include but not limited to; scheduling, estimation, surveying, management, and operation within all areas and spectrums of a working job site. Computer knowledge of many software applications and the ability to adapt quickly to client software platforms.

Skill Highlights

- Bid Management
- Submittal review
- Schedule Oversight
- RFI Review
- Field Operations Management
- Cost Control
- Drawing Logs
- Safety Reporting
- Job Status Reporting
- Closeout

Experience

SJ Thomas Co., Inc.	Syracuse, New York
Project Manager VIP Structures Inc.	6/2014-9/2014 Syracuse, New York
Outside Sales Littlefalls Concrete	1/2013-1/2014 Syracuse, New York
Superintendent Fisher Associates	2012 Syracuse, New York
Construction Superintendent Contracting Management Incorporated	1/2010-5/2010 Syracuse, New York
<ul style="list-style-type: none">• Onsite subcontractor coordination, daily reporting, public relations with all local officials, owner, architect, building inspectors, and NYSEG, punch lists, QC, and scheduling.	
Construction Project Manager Paul A Castaldo, Inc.	7/2009-1/2010 Oswego, New York
<ul style="list-style-type: none">• Project schedule development, managing, processing, payment applications, change orders, estimation, coordination and construction, contract administration, close out, project buyout, contract review, RFI's, Submittals, etc.	
Construction Project Manager Omega QSE, Inc.	8/2008-7/2009 New Windsor, New York
<ul style="list-style-type: none">• Project schedule development, managing, processing, payment applications, change orders, estimation, coordination and construction, contract administration, close out, project buyout, contract review, RFI's, Submittals, etc.	
Project Engineer/Superintendent Gilbane Building Company	5/2008-8/2008 Syracuse, New York
<ul style="list-style-type: none">• Syracuse City School District	
Assistant Construction Manager/Superintendent Bovis Lend Lease Inc.	5/2004-5/2008 Syracuse, New York
<ul style="list-style-type: none">• Various K-12 Capital Programs	
Project Engineer The Pike Company	3/2003-4/2004 Rochester, New York

Education/Certifications

- △ **B.S in Construction Management Engineering – SUNY Environmental Science and Forestry, 1995**
- △ **OSHA 30-Hour Certified**
- △ **Microsoft Office & Project, Primavera (P3), Expedition, Autocad, Timberline, Survey Links, TDS Data Collector**

MELISSA LIQUORI

6838 East Genesee Street, Fayetteville, NY 13066

O: 315.569.1946

melissa@jwastructures.com

Summary

Acting as a management representative, has been responsible for the safe completion of projects within budget, on schedule, to the company's quality standards, and to the customer's satisfaction. Proven track record of initiating the required action to achieve these objectives and to ensure that all project activities are consistent with contract documents and the company policy. In addition, this construction management professional is knowledgeable in assisting the Project Superintendent with the overall day-to-day supervision of field related construction activities for one or a small number of locally grouped commercial, institutional or industrial construction projects.

Skill Highlights

- Submittals
- RFI'S
- Pay Applications
- M/WBE Master Filing System, Set Up & Maintenance
- Project Billings
- Safety Orientations
- Daily Reporting
- Field/Change Order Processing & Distribution

Experience

Construction Manager, Project Coordinator

01/2015 - Present

Joy Weatherup Anthis Construction Management

Fayetteville, New York

- Project Coordinator, Upstate Cancer Center, 4th & 5th Floor Fit Out
- Construction Manager, Upstate Community Campus Maternity & Nursery Renovation
- Project Engineer, New York State Fairgrounds Renovation, Completed October 2016
- Project Coordinator, Lakeview Amphitheater, New Construction, Completed October 2015

Ledcor Construction- Camillus, NY

2014

Syracuse, New York

- Project Coordinator, Camillus Costco Build, New Construction, Completed October 2014

Hanover Insurance Group

2009-2014

Liverpool, New York

- Insurance Adjuster

Knowledge Systems & Research Inc.

2007-2009

Syracuse, New York

- Data Presentation Assistant

Education

BFA in Fine Arts

Cazenovia College- Cazenovia, NY

September 2002 to May 2007

- △ OSHA 30 -Hour
- △ GHS and OSHA Hazardous Communication

**RESOLUTION AUTHORIZING RENTAL CAR MAINTENANCE
FACILITY LEASES**

WHEREAS, the Syracuse Regional Airport Authority (the “Authority”) is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the “Enabling Act”) and Article 8, Title 34 of the New York Public Authorities Law, as amended;

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport (“Airport”) and the Enabling Act further provides that the purposes of the Authority include the construction, development, improvement, maintenance and operation of aviation and related facilities within central New York;

WHEREAS, in connection with its operation of the Airport the Authority makes rental car services available for the traveling public by means of leases with major rental car companies for space within the terminal and parking garage in order to support rental car services (“ Airport Car Rental Concession Agreements”);

WHEREAS, in order to maintain their rental car fleets the rental car companies also require a separate location at the Airport in order to fuel and service their fleets which locations are subject to separate rental car maintenance facility leases (“Rental Car Maintenance Facilities Leases” or “Leases”);

WHEREAS, the current Leases expired December 31, 2017 and have been informally extended pending completion of negotiations for new Leases;

WHEREAS, in anticipation of such Lease expirations, Authority management has negotiated new Leases, the form of which were presented to the Boards Finance Committee and

which Committee has recommended to the Board that such new Leases be approved by the Board and entered into on behalf of the Authority.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby **RESOLVED**, by the Board of the Syracuse Regional Airport Authority that the new Rental Car Maintenance Facility Leases recommended by the Finance Committee are hereby approved; and it is further

RESOLVED, that the Executive Director is hereby authorized to execute on behalf of the Authority, such Leases the forms of which substantially conform to those recommended by the Finance Committee.

Resolution Adopted Date: February __, 2018

Vote: ____ Nays: ____ Abstentions: ____

Signed: _____
Secretary

AGREEMENT BETWEEN

SYRACUSE REGIONAL AIRPORT AUTHORITY

AND

Avis

FOR

RENTAL CAR MAINTENANCE FACILITIES

LEASE AGREEMENT

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") dated the [REDACTED] day of [REDACTED], 20[REDACTED] between the SYRACUSE REGIONAL AIRPORT AUTHORITY, a public authority established by Chapter 463 of the Laws of 2011 (Title 34 of the Public Authorities Law of the State of New York) with a place of business at 1000 Col. Eileen Collins Blvd, Syracuse, NY 13212 (the "SRAA" or the "Lessor"), and [REDACTED], a [REDACTED] organized and existing under the laws of the State of [REDACTED] and authorized by law to do business within the State of New York having an office for the transaction of business at [REDACTED] (the "Lessee").

RECITALS:

1. The City of Syracuse ("City") is the owner of the Syracuse Hancock International Airport located in the County of Onondaga, State of New York (the "Airport").
2. Under the terms of the Lease Agreement between Lessor and the City dated November 25, 2013, Lessor has the right to sublease portions of the Airport for purposes authorized by the Syracuse Regional Airport Authority Act, Title 34 of Article 8 of the NYS Public Authorities Law.
3. The Lessee is a corporation primarily engaged in a car rental agency service and operates such service at the Airport under an Airport Rental Car Concession Agreement currently in force dated [REDACTED], as said Agreement may be renewed, modified, or extended (the "Concession Agreement") between the Lessor and the Lessee.
4. The Lessee currently leases certain City lands located on the Airport for its rental car maintenance operations under an agreement that expires on December 31, 2017.
5. The Lessor and the Lessee believe that this Agreement, whereby the Lessee leases certain City lands located on the Airport for its rental car maintenance operations, is beneficial to the Lessee and to the operation of the Airport.
6. This Agreement has been authorized by Resolution No. [REDACTED], adopted by the Board of the Syracuse Regional Airport Authority on [REDACTED].

In consideration of the mutual covenants contained herein, the parties agree as follows:

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

ARTICLE 1 -PREMISES AND PRIVILEGES

1.01. Description of Premises

The Lessor leases to the Lessee, upon the conditions set forth in this Agreement, certain airport lands described in Exhibit A, together with improvements thereon (the "Maintenance Premises").

1.02. Privileges, Uses, Rights and Interests

- (a) Subject to all Legal Requirements and the terms of this Agreement, the Lessee is entitled to use for the conduct of its rental car maintenance operations (see 1.02(c)) all Public Airport Facilities in common with other Airport users and the general public.
- (b) Lessee shall have the right to park vehicles (including tow trucks owned and operated by Lessee at the Airport and cars of its employees) on the Maintenance Premises.
- (c) Subject to the terms of this Agreement, the Lessee may use and occupy the Maintenance Premises solely for a service building, including administrative offices, to store, wash, maintain, fuel, and service rental cars owned and operated by Lessee at the Airport and the Lessee shall not use the Maintenance Premises for any other purpose except as otherwise may be consented to by the Lessor, in writing.
- (d) The Lessor shall have the right to enter any part of the Maintenance Premises upon prior notice to the Lessee to view and inspect the Maintenance Premises and/or the Lessee's operations and facilities, except for inspections related to health and safety which may be conducted without notice. The Lessor shall also have the right to show the Maintenance Premises during the last six (6) months of the Term (as defined in Section 4.01) or the renewal term of this Agreement during the Lessee's normal business hours and following reasonable notice to Lessee.

1.03. Subordination

- (a) This Agreement shall be subject and subordinate to all the terms and conditions of the instruments and documents now or hereafter in effect between the Lessor

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

and the United States of America (the "federal agreements"), the execution of which has been or may be required as a condition precedent to a grant of federal funds used for the development of the Airport. In the event of a conflict between this Agreement and any term or provision of the federal agreements, the federal agreements shall be controlling.

- (b) This Agreement is subject to the restrictions and provisions, if any, of any deed conveying the Maintenance Premises or other Airport property to the City by the United States Government or any federal agency. In the event of a conflict between this Agreement and any term, provision, restriction or covenant in any deed, the deed shall be controlling.
- (c) If required by applicable law, regulations, contract or deed, this Agreement is also subject to the approval of the United States Government or any federal agency, or of the State of New York.

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

ARTICLE II - OBLIGATIONS OF THE LESSOR

2.01. Quiet Possession

Lessor warrants to the Lessee peaceful possession and quiet enjoyment of the Maintenance Premises during the Term of this Agreement and upon Lessee's performance of its obligations under this Agreement.

2.02. Operations of the Airport

The Lessor covenants that it has entered into sponsor's agreements with the United States Government as consideration for various governmental grants and that it, or its successors and assigns will continue to operate and to maintain the Airport and its public Airport facilities, as a public airport consistent with, and pursuant to, the sponsor's assurances given by Lessor to the United States Government. However, this Agreement imposes no obligation on the Lessor to operate and to maintain the Airport and Lessor reserves its right to terminate its operation and maintenance of the Airport without any liability to the Lessee. If Airport operations are terminated for a period in excess of ten (10) days, then Lessee's rent shall be abated for said period.

2.03. Condition of the Premises

- (a) The Lessor and the Lessee agree that Lessor has title to all improvements existing on the Maintenance Premises at the inception of this agreement (see Exhibit B).
- (b) The Lessor does not assume any responsibility as to the present condition of the Maintenance Premises and the improvements thereon and it does not assume responsibility for the maintenance, upkeep or repair necessary to keep the Maintenance Premises and the improvements thereon in a safe, serviceable and useable condition.
- (c) In addition to its responsibility for maintenance, upkeep, and repair, the Lessee explicitly agrees to correct any conditions which would prevent the Lessor from obtaining insurance on the Maintenance Premises as required under section 7.02(d).

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

ARTICLE III -OBLIGATIONS OF THE LESSEE

3.01. Net Lease

The use, occupancy, development, maintenance and improvement of the Maintenance Premises and the improvement(s) thereon by the Lessee shall be without cost or expense to the Lessor, and the Lessee, in executing this Agreement, accepts the Premises and improvements thereon in their present condition.

3.02. Maintenance of the Premises

- (a) The Lessee agrees, at its own expense, to maintain the Maintenance Premises and the improvements thereon in a condition consistent with good business practice and at least equal in appearance and character to other similar Airport lands and improvements. The Lessee shall have the sole responsibility for both ordinary and structural repair of the Maintenance Premises and of the improvements and appurtenances related to the Maintenance Premises.
- (b) As a part of this maintenance obligation, Lessee shall promptly respond to and cleanup any release, or threatened release, arising out of its use and occupancy, and caused by Lessee, of any hazardous substance, petroleum or petroleum product into the drainage systems, soils, groundwater, waters or atmosphere in a safe manner, in accordance with applicable law, and as authorized or approved by any federal, state, and/or local agency having authority to regulate the permitting, handling, and cleanup of hazardous substances, petroleum or petroleum product. Lessee shall indemnify, defend (with counsel acceptable to Lessor, such acceptance not to be unreasonably withheld) and hold the Lessor harmless from any and all claims (including without limitation third party claims for, or arising out of, personal injury, including death, or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, liabilities (including sums paid in settlement of claims), interest or costs, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultants' fees, and expert fees sought from or asserted against the Lessor resulting from or arising out of the operation or maintenance of Lessee's commercial activities at or upon the

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

Premises or the Lessee's occupancy of the Maintenance Premises or in connection with the presence or release of any hazardous substance, petroleum or petroleum product, whether into the air, soil, surface water, or groundwater at the Maintenance Premises and caused by the Lessee or arising solely out of the use and occupancy of the Maintenance Premises by Lessee, except to the extent that the damage is caused solely by the Lessor.

3.03. Removal of Garbage

At its own expense, the Lessee agrees to remove from the Maintenance Premises all waste, garbage and rubbish, and the Lessee agrees not to deposit the same on any part of the Airport, except that the Lessee may store such refuse temporarily in appropriate containers on the Maintenance Premises in connection with its collection and removal.

3.04. Snow Removal

The Lessee shall remove all snow and ice from the Maintenance Premises, including, but not limited to, right-of-way areas and sidewalks adjacent to the Maintenance Premises.

3.05. Utilities

The Lessee shall be responsible to obtain and pay for all utility services to the Maintenance Premises, including, but not limited to, light, water, gas, sewer and electricity. Subject to obtaining proper authorization from the applicable utility service provider, the Lessee may connect its utilities to existing storm and sanitary sewers and water and utility outlets at its own cost and expense. The Lessee shall pay for any and all utility service charges incurred with respect to the Maintenance Premises. The Lessee shall save the Lessor harmless of and from any and all costs or charges for utility service furnished to or required by the Lessee during the Term of this Agreement:

3.06. Janitorial Services

The Lessee shall provide, at its own cost and/or expense, janitor, toilet and cleaning

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

services and supplies as may be necessary or required by its operations and for the maintenance of the Maintenance Premises.

3.07. Operation

- (a) The appearance of the Maintenance Premises shall be reasonably equal to the appearance of other similar facilities of comparable size owned or operated by rental car operators at the Airport or if none, at other comparable airports in the Northeastern United States.
- (b) The Lessee assumes the obligation to supervise and control the actions of its employees and will require its employees to be properly attired and to be as neat and clean in their appearance as their job should allow.
- (c) The Lessee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste at the Maintenance Premises or annoy, disturb or be offensive to others at the Airport, and the Lessee shall take all reasonable measures, using the latest known and most practicable devices and means, to eliminate, any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations and to maintain a sound level in its operations that is in compliance with any applicable governmental rules and regulations.

3.08. Signs

The Lessee shall neither permit nor maintain any billboards or advertising on the exterior of any improvement on the Maintenance Premises; provided, however, that the Lessee may maintain neatly painted electric, neon, or other signs identifying itself which, as to their size, construction, location, content, color and general appearance, shall be approved by the Executive Director. Such approval shall not be unreasonably withheld or delayed.

3.09. Rules and Regulations

The Lessee shall obey all orders, rules and regulations which may be promulgated by the Lessor, its Executive Director, or his/her authorized agents in charge of the Airport, to insure the safe and orderly conduct of the Lessee's operations and the safe flow of traffic to, from or upon the Premises. The Lessee shall obey all orders,

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rules and regulations that may be promulgated by the United States or any department or agency thereof and by the State of New York or any department or agency thereof.

3.10. Improvements

- (a) The Lessor and the Lessee acknowledge and agree that Lessor has title to all improvements existing on the Premises as of the date of this Agreement as are generally described on Exhibit B annexed hereto. The Lessor and the Lessee further acknowledge and agree that Lessee shall have title to all improvements constructed on the Premises after the date of and during the term of this Agreement, and that at the expiration of the Term or upon the termination of this Agreement, Lessor shall be vested with title to all such improvements on the Premises automatically and without limitation notwithstanding any language to the contrary in this Agreement.
- (b) All construction and improvements made on or to the Maintenance Premises by the Lessee, including plans, proposals, materials and designs, shall be subject to the pre-approval of the Executive Director or his/her designee, and the Lessee shall neither commence the construction of any improvement on, nor make any improvement to, the Maintenance Premises without the prior written approval of the SRAA. Such approval shall not be unreasonably withheld or delayed.
- (c) All structures and improvements erected or placed on the Maintenance Premises shall be constructed, erected or placed thereon in full compliance with all applicable federal, local, state and/or Lessor codes, laws, rules, regulations and requirements.
- (d) The Lessee shall neither build nor maintain structures or obstacles which may be in violation of this Agreement or of federal law, rule or regulation or of any state or local law, ordinance, rule or regulation.
- (e) The Lessee shall keep any buildings, structures or objects that may be erected on the Maintenance Premises lighted between the hours of sunset and sunrise if deemed necessary and requested in writing by the Executive Director.

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3.11. Taxes

Lessee agrees to pay all taxes or assessments which may be lawfully levied against the Maintenance Premises or any improvements placed thereon during the Term of this Agreement. Lessee shall also pay Lessor any tax, assessment or payment in lieu of tax and assessment ("PILOT") incurred by the Lessor and which Lessor may reasonably attribute to the Maintenance Premises. Lessee shall have the right to dispute and contest any tax, assessment or PILOT provided Lessee escrows sufficient funds to pay such tax, assessment or PILOT with a commercial financial institution acceptable to the SRAA. Lessee shall provide proof of payment of all taxes and shall immediately notify Lessor of any disputes between Lessee and a taxing authority concerning the Premises.

3.12. Prohibited Acts.

Lessee shall not:

- (a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property;
- (b) Conduct its operations so as to interfere with reasonable use by others of common facilities; nor
- (c) Conduct its operations in such a way as to hinder police, firefighting, medical or other emergency personnel in the discharge of their duties or in such a way as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.

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ARTICLE IV -TERM OF LEASEHOLD

4.01. Term

The term ("Term") of this Agreement shall be ten (10) years, commencing on January 1, 2018 and expiring on December 31, 2027.

4.02. Option Term

If this Agreement is in full force and effect, and the Lessee is not in default in any material respect of any of the terms, conditions, or covenants required to be observed or performed by the Lessee under this Agreement, then the Lessee shall have the right to extend the Term for one (1) additional period of five (5) years, provided that written notice of such election shall be sent to the Lessor by the Lessee not more than six (6) months and not less than three (3) months prior to the expiration of the then existing Term, time being of the essence with respect to the delivery of the notice of such election.

4.03. Government Emergency

In the event that any governmental agency shall by order or otherwise require the use of the Airport, and/or any or all of the properties connected therewith or used incidental thereto, including the Maintenance Premises, because of war or other governmental emergency, the Lessor shall be released and relieved from any and all responsibility to the Lessee for the performance of this Agreement during the period of governmental possession or occupancy and this Agreement and all of its terms and conditions shall be suspended during that period.

Upon the termination of such governmental possession and occupancy, the Term of this Agreement may, at the option of the Lessor and Lessee, be extended and continued for a period equal to the period of governmental possession and occupancy, under the same terms and conditions of this Agreement. Nothing contained in this Agreement shall be construed to restrict Lessee's right to compensation or claim against the governmental agency by reason of the taking, use and occupancy of the Premises in accordance with the provisions of this Section 4.03.

4.04. Holding Over

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It is expressly understood by the Lessee that Lessee's right to possession of the Maintenance Premises under this Agreement shall terminate at the expiration or earlier termination of the Term, and if the Lessee continues thereafter to remain in possession of the Maintenance Premises, the Lessor, at its election, shall be entitled to the benefits of all provisions of law with respect to summary recovery of possession from a holdover tenant. The Lessee shall indemnify and hold the Lessor harmless from any claim, damage, expense, cost or loss which the Lessor may incur by reason of such holding over, including without limitation any claim of a succeeding tenant, or any loss by the Lessor with respect to a lost opportunity to re-let the Premises.

In the event the Lessee should hold over after the expiration of the Term, Lessee shall become a tenant at sufferance subject to the terms, conditions, and covenants contained in this Agreement.

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ARTICLE V -FINANCIAL CONSIDERATIONS

5.01. Rent

- (a) During the period from the inception of this agreement through December 31, 2017 Lessee shall, without diminution, deduction or set-off whatsoever and without prior notice or demand, pay the Lessor, as fixed annual minimum rent ("Fixed Annual Minimum Rent") for land, buildings and other improvements leased to the Lessee hereunder, the sum of \$28,421 (computed as \$.319/square foot/year prorated by month per square foot of land contained within the Premises as shown and/or described in Exhibit A which is attached hereto), payable in equal monthly payments of \$2,368.42 and payable in advance commencing n/a and thereafter on the first day of each and every month.
- (b) Commencing on January 1, 2018, and on the first day of each year thereafter during the initial term and any renewal term of this Agreement, the Fixed Annual Minimum Rent shall increase by the Price Index in effect on December 31 of the previous year.
- (c) As used in this Agreement, "Price Index" means the higher of either 2.0% or the Consumer Price Index for All Urban Consumers (CPI-U) of the United States Department of Labor Statistics in effect for the smallest geographic area that includes the City of Syracuse, New York and generally published at the time the computation is made. If the aforesaid price index is no longer published, then another price index, generally recognized as authoritative, shall be substituted by the Lessor. During any period in which the determination of a substitute index is pending, the Lessee shall continue to pay the sum previously in effect; provided, however, that the adjusted sum as finally determined shall be retroactive from the prescribed date therefor and any deficiency owed by the Lessee shall be paid promptly upon a final determination of the dispute.

5.02. Additional Rent

The term "Additional Rent" shall mean any and all taxes, payments, reimbursements, including insurance premium reimbursements and other expenses of any kind or nature incurred by Lessor in connection with and during the term of this Agreement, other than "Rent," as defined in section 5.01.

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5.03. Late Charges

If the Lessor shall not have received the full amount of Rent due hereunder within ten (10) days after the date such amount is due and payable, the Lessee shall pay to the Lesser, on demand, a late payment fee of two percent (2%) of such unpaid amount per month or fraction thereof (compounded monthly) for any amounts that are past due under this Agreement.

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ARTICLE VI -TERMINATION AND CANCELLATION

6.01. Termination by Lessor

This Agreement may be terminated by Lessor in the event any of the following events shall have occurred and shall not have been remedied as hereinafter provided:

- (a) Lessee's failure to pay an installment of basic rent when same shall be due and payable and failure to cure such default within fifteen (15) days of the date of written notice thereof received from Lessor;
- (b) Lessee's failure to perform any of the other covenants, conditions and agreements herein contained and failure to cure such default within thirty (30) days of the date of written notice thereof received from Lessor; or
- (c) Lessee's Concession Agreement with Lessor shall be terminated for cause by Lessor.

6.02. Bankruptcy

In the event of the financial failure of the Lessee resulting in an assignment for the benefit of creditors, or in the commencement of voluntary or involuntary bankruptcy proceedings or in the filing of any petition for reorganization, or upon ninety (90) days from the commencement of any other proceeding for the attachment, dissolution or reorganization of the business of the Lessee, this Agreement shall in that event, at the sole and exclusive option of the Lessor, immediately terminate and become null and void and of no effect in the hands of any assignee, trustee, receiver, or other representative or creditor of the Lessee.

6.03. Termination by Lessee

In the event that Lessee's operation of a rental car business at the Airport under its Concession Agreement shall cease due to such Concession Agreements expiration or non-renewal, or Lessee is not selected as the winning bidder for a new Concession Agreement, or otherwise through no fault or bad acts by Lessee (each a "No Fault Business Cessation"), then Lessee shall have the right to terminate this Agreement effective as of the date of Lessee's cessation of such rental car business at the Airport. In the event of a No Fault Business Cessation, Lessee shall be

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entitled to a payment from Lessor equal to the remaining unamortized basis of any new leasehold improvements, pre-approved by Lessor, made to the Premises by Lessee during the term of this Agreement, which payment shall be made within 90 days of such termination. In connection with the pre-approval of any proposed new improvements, Lessor and Lessee shall agree on an amortization schedule for the value of such new improvements and the remaining balance of such schedule shall be used to determine the amount of any payment by Lessor in the event of a No Fault Business Cessation. No payment by Lessor pursuant to this Section 6.03 shall be required in the event of termination of this Agreement by Lessor for cause, including but not limited to abandonment of the Maintenance Premises by Lessee. Title to all new improvements and for which payment by Lessor to Lessee is required shall vest in fee simple in the Lessor upon the later of the date of the No Fault Business Cessation or payment by Lessor to Lessee as may be required by this section.

6.04. Surrender of Possession

The Lessee agrees that at the end of the Term of this Agreement or its earlier termination as provided by this Agreement, the Lessee shall peaceably surrender possession of the Maintenance Premises and it shall deliver the Maintenance Premises to the Lessor in the same condition as then existed on the date of this Agreement plus any additional improvements, normal wear and tear excepted.

6.05. Personal Property

At the end of the Term of this Agreement or in the event the Lessee abandons the Premises or is dispossessed by process of law or otherwise, any personal property belonging to the Lessee and left on the Premises after thirty (30) days written notice from Lessor to Lessee, shall be deemed to have been abandoned by the Lessee and the Lessor shall have the right to remove and to dispose of the property at the Lessee's expense without any liability to the Lessee or to any person claiming under the Lessee and Lessor need not account for the personal property removed by it.

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ARTICLE VII - INDEMNIFICATION AND INSURANCE

7.01. Indemnification.

To the fullest extent permitted by law, Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, the City, their agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character for damage to property or the environment (including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the governmental authorities to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate governmental authorities in the future), personal injury, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's use and occupancy of the Premises caused by Lessee, their employees, agents, contractors or other persons under the control of Lessee

Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This Section 7.01 shall survive the termination of this Agreement. Compliance with the insurance requirements in this Article VII shall not relieve Lessee of its liability or obligation to indemnify the Lessor as set forth in this Section 7.01. Nothing contained in this Section 7.01 shall be deemed to impose an obligation on Lessee to indemnify Lessor for any loss, liability or expense arising solely out of the negligent act or negligent failure to act of Lessor, the City, their employees, agents, contractors or other persons under the control of Lessor or other third parties not under the control of the Lessee.

7.02. Insurance

- (a) Lessee agrees at its own cost and expense to obtain and maintain at all times during the Term insurance policies required by Legal Requirements and as

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specified in this Section 7.02. All required policies of insurance shall be maintained with companies of recognized reputation licensed to do business in the State of New York with a minimum A.M. Best Rating of A X and shall be acceptable to the Lessor's Executive Director as to insurer, form, coverage, amount of deductible and content. All insurance policies shall name the Lessor, the City, and their officers and employees as additional insureds as their interest may appear for liabilities arising out of the conduct of the Lessee (excluding Worker's Compensation) and shall be primary without right of contribution from any other insurance carried by the Authority and shall include a severability of interest provision.

(b) Lessee shall maintain the following insurance:

- (i) Commercial General or Airport Liability insurance, bodily injury, property damage, personal injury liability and products/completed operations liability coverage with limits of not less than Five Million Dollars (\$5,000,000.00) primary coverage for all operations on the Airport.
- (ii) "Difference in Conditions" and "Special Causes of Loss" coverages for all of Lessee's operating equipment and other personal property for not less than full replacement value thereof.
- (iii) Worker's Compensation insurance and Employer's Liability coverage in not less than the greater of the statutory amount or One Million (\$1,000,000) (such policies shall not be required to name Lessor and the City of Syracuse as an additional insured).
- (iv) Automobile liability insurance covering all owned, leased, hired, borrowed, licensed vehicles in an amount not less than Five Million (\$5,000,000) Combined Single Limit per accident for licensed vehicles operated on the airport.
- (v) The foregoing insurance requirements shall be subject to change based on the reasonable request of Lessor's Executive Director.

(c) Lessee shall keep on file with the Executive Director certificates of insurance evidencing that the insurance required under this Section 7.02 is in full force and effect for each of the policies referred to above, which certificates shall provide

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that the insurance policies shall not be cancelled or changed without thirty (30) days' prior written notice to the Lessor.

- (d) Unless otherwise provided herein, Lessor, at all times during the Term, shall insure and keep insured all buildings and other improvements (excluding foundations and footings) on the Premises, to which it hold title, for fire and extended coverage risks with the company and under the insurance policy or policies as are used to insure the Lessor's other property. A certificate evidencing such insurance to be in effect shall be furnished to the Lessee upon request. Said insurance shall provide coverage in an amount, based on the full replacement value of the buildings and improvements, at least equal to the level required to avoid Lessor being deemed to be a co-insurer in the event of any loss. Lessor may require that Lessee pay the cost of such insurance to Lessor as Additional Rent.
- (e) Lessor and Lessee mutually agree that with respect to any loss which is covered by property insurance then being carried by Lessor or Lessee, respectively, the party carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. Lessor for itself and parties claiming by, through or under Lessor, hereby waives any and all right of recovery which it might otherwise have against Lessee, its servants, agents and employees, for loss or damage occurring to the Premises, to the extent the same are covered by Lessor's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Lessee, its servants, agents or employees. Lessee for itself and for parties claiming by, through or under Lessor, hereby waives any and all right of recovery which it might otherwise have against Lessor, its servants, and employees, for the loss or damage to Lessee's furniture, furnishings, fixtures and other personal property owned by and removable by Lessee under the provisions hereof notwithstanding that such loss or damage may result from the negligence or fault of Lessor, its servants, agents or employees, or such other tenant and the servants, agents or employees thereof.

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7.03. Damage and Destruction

- (a) Except as otherwise contained in Sections 7.03(b), in case of damage or destruction from time to time by fire or other casualty of all or any part of the buildings and improvements located on the Premises, and in the event that insurance proceeds are sufficient to repair, replace or rebuild the damaged or destroyed buildings and improvements substantially to their immediately former condition (as determined by Lessor in its sole and absolute discretion), and provided no default of Tenant has occurred and is continuing under this Agreement, Lessor shall be obligated to use the insurance proceeds for such purpose, and Lessor shall restore the Premises and rebuild and reconstruct the same. If Lessor has determined that the insurance proceeds are not sufficient, then Lessor shall have no obligation to rebuild.
- (b) Notwithstanding anything to the contrary in this Agreement, if all or any part of the buildings or improvements constituting the Premises shall be damaged or destroyed by fire or other casualty during the last two (2) years of the term of this Agreement or during any renewal term and in each instance the estimated cost of repair, replacement or rebuilding exceeds twenty five percent (25%) of the replacement cost thereof, then Lessor shall not be obligated to repair, replace or rebuild the buildings or improvements. No later than sixty (60) days after the date of the damage or destruction, Lessor shall notify Lessee in writing as to whether Lessor intends to restore the damaged building or improvement. If Lessor shall elect not to so repair, replace or rebuild the damaged building or improvement, then either party may, by thirty (30) days' written notice to the other, terminate this Agreement, provided that if Lessee shall, by notice to Lessor given within twenty (20) days (time being of the essence) after receiving notice of Lessor's intention not to repair, replace or rebuild the damaged building or improvement, exercise any then remaining option to extend this Agreement, subject to the conditions in, and in accordance with, Section 4.02 of this Agreement, then Lessor shall, subject to and in accordance with Section 7.03(a) of this Agreement, be required to repair,

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rebuild or replace the damaged building or improvement and neither party shall be entitled to terminate this Agreement under this Section 7.03(b).

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ARTICLE VIII -MORTGAGE, ASSIGNMENT, AND SALE

8.01. Mortgage. Lessee shall not mortgage or borrow against, pledge or engage in any other transactions which may encumber the Premises.

8.02. Assignment and Subletting.

Lessee shall not, whether by operation of law or otherwise, assign, transfer, sell or otherwise dispose of this Agreement or Lessee's interest herein without the

- (a) prior written approval of the Lessor which, under Section 8.02, shall not be unreasonably withheld; and
- (b) transferee's assumption of all the terms, conditions and covenants of the Lessee under this Agreement.

Any assignment, sublease or transfer made in violation of this Section shall be void and unenforceable, and Lessor shall have the absolute power and right to evict any such sub-lessee or assignee, or to set aside any such transfer, without any further liability to Lessee or sub-lessee; provided, however, that no assignment or other transfer of this Agreement or the Lessee's interest herein, nor sublease of all or part of the Premises shall release nor otherwise discharge the Lessee from any of its obligations under this Agreement. Any transfer of Lessee's interest in this Agreement or transfer or sublease of the Premises shall be subject and subordinate to this Agreement. The Lessor reserves the right to investigate the financial capacity of the proposed assignee or sub-lessee prior to making its decision.

8.03 Sale or Change of Control. Lessee shall promptly notify the Lessor of any sale of the Lessee or of any change in, or transfer of, or acquisition by any other party of, control of the Lessee or the sale of all or substantially all of the assets of Lessee. The sale or transfer of stock constituting a controlling interest in the Lessee, if a corporation, or the transfer of any controlling partnership or membership or other interest in the Lessee, if a partnership or limited liability company, shall, for purposes of this Agreement, constitute an assignment subject to Section 8.02 and shall require the prior consent of the Lessor, which, under Section 8.03, shall not be unreasonably withheld. For the purposes of this Agreement, the entering into of a management or

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similar agreement by the Lessee which transfers control of the business operations of the Lessee in the Premises or the sale of all or substantially all of the assets of Lessee shall be treated as an assignment subject to Section 8.02 and shall require the Lessor's prior consent, which shall not be unreasonably withheld, conditioned or delayed. For the purpose of consent to any sale, change, transfer or acquisition of control, the Lessor may inquire into the business, financial and operational qualifications of the prospective purchaser or controlling party, and the Lessee shall assist the Lessor in any inquiry and provide to Lessor any documents reasonably required by Lessor in connection with such inquiry.

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ARTICLE IX - MISCELLANEOUS PROVISIONS

9.01. Notices

Notice to the Lessor shall be deemed sufficient if in writing and mailed by certified mail, postage prepaid, addressed to:

Executive Director
Syracuse Regional Airport Authority
1000 Col. Eileen Collins Blvd
Syracuse, New York 13212

or to such other address as the Lessor may designate in writing from time to time.

Notices to the Lessee shall be deemed sufficient if in writing and mailed by certified mail, postage prepaid addressed to:

or to such other address as the Lessee may designate in writing from time to time.

9.02. Representations by the Lessee

The Lessee does hereby represent and warrant as follows:

- (a) The Lessee is a _____ organized under the laws of the State of _____. The Lessee is authorized and has the power under the laws of the State of New York to enter into this Agreement and the transactions contemplated by it and to perform and carry out all of its covenants and obligations under this Agreement.
- (b) The Lessee is not prohibited from entering into this Agreement and performing all of its covenants and obligations under this Agreement by the terms, conditions or provisions of any law, by any order of any court, agency or authority of government, or by any agreement or instrument to which the Lessee is a party or by which the Lessee is bound.
- (c) Lessee represents that Lessee, and to Lessee's current, actual knowledge, its members, shareholders or other equity owners, is not an entity with whom U.S. persons or entities are restricted from doing business under regulations of the

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Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.

- (d) The signature below is that of an officer, director, or other duly authorized signatory who is authorized to sign this Agreement on behalf of Lessee.

9.03 Reservation of Lessor’s Rights

- (a) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions so as to comply with Part 77 of the Federal Aviation Regulations, as they may be amended from time to time, including the right:
- (i) to prevent the Lessee from erecting or placing, or permitting to be erected or placed, any building, other structure, object of natural growth, or other obstruction on the Premises or on the Airport which in the opinion of the Lessor would limit the usefulness of the airways or would constitute a hazard for the Airport, or
 - (ii) to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.
- (b) Lessor reserves the right to further develop or improve the landing area or any other area or building of the Airport as it sees fit regardless of the desires or views of the Lessee and without interference or hindrance from the Lessee.
- (c) In connection with any alterations, additions or improvements shown on an FAA approved Airport Layout Plan or Master Plan for the Airport to, or any expansion of all or any part of, the Airport, the Lessor shall have the right to relocate Lessee's operations to a mutually agreeable location within the Airport containing approximately the same square foot area then occupied and with buildings and other facilities comparable to the buildings and other facilities then occupied and

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used by the Lessee and reasonably suitable to the conduct of Fixed Base Operations. Such relocation shall be at the sole cost and expense of the Lessor and shall occur on not less than sixty (60) days' prior written notice to the Lessee. Lessee shall be entitled to be reimbursed by Lessor for the actual reasonable costs and expenses incurred by Lessee in connection with such relocation including without limitation moving expenses and losses due to business interruption during the period from ceasing to operate in the current Premises until becoming fully operational in the new premises. If the Lessee shall fail or refuse to accept the new premises within twenty-one (21) days after the Lessor's delivery of same, the Lessor may, upon ten (10) days prior written notice to the Lessee, terminate this Agreement. Lessee shall promptly after acceptance of the new premises become fully operational therein. Any relocation under this Section 9.04(c) shall not affect the duties and obligations of the parties under this Agreement. Nothing contained in this Section 9.04(c) shall be deemed to restrict or otherwise adversely affect the rights, if any, of Lessor to pursue condemnation or other legal rights in connection with such improvements or expansion, nor the rights and remedies of Lessee in connection therewith.

Notwithstanding anything to the contrary contained in this Section 9.04(c), Lessor warrants and represents that any relocation of Lessee's operations must be fair, reasonable and non-discriminatory.

9.04. Force Majeure. The period of time during which either party is prevented or delayed in any performance or the making of any improvements or repairs or fulfilling any obligation under this Agreement, other than the payment of Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, Acts of God, the public enemy, governmental prohibitions or regulations or inability to obtain materials by reason thereof, or any other causes beyond such party's reasonable control (excluding financial inability), shall be added to such party's time for performance and such party shall have no liability by reason of such delay, provided that in order for such party to avoid liability for any delay which in such party's opinion is occasioned by a force majeure event, such party shall give

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written notice of the occurrence of such event within not more than five (5) days after such occurrence and such notice must set forth, in reasonable detail, all of the facts which in the opinion of the notifying party cause such occurrence to constitute a force majeure event.

9.05. Non-Discrimination, Affirmative Action and Participation by Disadvantaged Business Enterprises

(a) Lessee acknowledges that Lessor has given to the United States of America, acting by and through the FAA, certain assurances with respect to non-discrimination required by Title VI of the Civil Rights Act 1964 (42 U.S.C. § 2000d *et. seq.*, 78 Stat. 252), 49 CFR Part 21, 49 CFR § 47123, 28 CFR § 50.3 and other acts and regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (“DOT”) (collectively, and including all amendments thereto, the “Acts and Regulations”) as a condition precedent to receiving Federal financial assistance from the FAA for certain Airport programs and activities. Lessor is required under the Acts and Regulations to include in this Agreement, and Lessee agrees to be bound by, the following covenants and requirements:

- (i) Lessee, for itself, its assignees and successors in interest, covenants and agrees that it shall assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any program or activity conducted with or benefitting from Federal financial assistance received by Lessor from the FAA. In the event of Lessee’s breach of any of the above Non-discrimination covenants, Lessor shall have the right to terminate this Agreement.
- (ii) Lessee, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance

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with all requirements imposed by the Acts and Regulations such that no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

- (iii) In the event of Lessee's breach of any of the Non-discrimination covenants described in subsection (ii), above, Lessor shall have the right to terminate this Agreement, and to enter, re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This subsection (iii) shall not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.
- (iv) Lessee, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees that (A) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (B) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (C) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.
- (v) In the event of Lessee's breach of any of the Non-discrimination covenants described in subsection (d), above, Lessor shall have the right to terminate this Agreement, and to enter or re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Agreement had never been made or issued. This subsection (v) shall not become effective until the applicable procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.
- (vi) Lessee shall include these subsections (i) through (vi), inclusive, in Lessee's subleases, licenses, permits and other instruments relating to the Premises, and shall require that its subtenants, licensees, permittees and others similarly

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

include these statements in their subleases licenses, permits and other instruments relating to the Premises.

- (b) Lessee assures that: (i) it shall undertake an affirmative action program as required by Lessor, and by all federal and state laws, rules and regulations pertaining to Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123 , to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by Lessor from the FAA; (ii) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by Lessor from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (iii) it shall include the preceding statements of this Section 11.06(b) in Lessee's contracts, subleases and other applicable documents under this Agreement, and shall require that its contractors, subtenants and others similarly include these statements in their subcontracts and applicable documents.
- (c) Lessee and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, and shall comply with the applicable provisions of 49 CFR Part 26, and with Lessor's Disadvantaged Business Enterprise ("DBE") Program so that qualified firms may have the opportunity to receive and participate in DOT-assisted contracts. Lessee shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts, including this Agreement and Lessee's contracts with its contractors under this Agreement. Failure by Lessee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Lessor deems appropriate, which may include, but is not limited to (i) withholding monthly progress payments; (ii) assessing sanctions; (iii) liquidated damages; and/or (iv)

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

disqualifying Lessee or its contractors from future bidding as non-responsible. Lessee shall include the preceding statements of this Section 11.06(c) in contracts with its contractors under this Agreement that are covered by 49 CFR Part 26, and shall require that its contractors similarly include these statements in their subcontracts and applicable documents.

9.06. Airline Tickets and Other

The Lessee shall not act as an agent, custodian or depository for anyone for the purpose of selling or delivering airline tickets.

9.07. Captions

The paragraph headings of this Agreement are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

9.08. Standards of Service

Lessee shall promptly report in Writing to the Lessor any questions or complaints regarding its standards of service and operation or with respect to the appearance of the Premises. Lessor may take such reasonable action as it deems appropriate in the particular circumstances and Lessee shall comply with the corrective directives issued by Lessor to ensure that Lessee's standard of service and appearance of the Premises satisfy Legal Requirements and the requirements of this Agreement. Lessee's violation of this provision shall be grounds for the termination of this Agreement immediately upon written notice.

9.09. Successors and Assigns

The provisions of the Agreement shall apply to and bind the successors and assigns of each of the parties to this Agreement.

9.10. Mechanic's Lien

In the event any mechanic's lien is filed against the Premises or the Lessee for materials furnished or labor or services performed for the Lessee on or in connection with the Premises or should any action be brought in connection therewith against

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

the Lessee and/or the Lessor, and the mechanic's lien is not promptly discharged by the Lessee by payment, or bond, the Lessee shall immediately obtain a discharge of the lien by making an offer to bond or pay, and by paying into Court sufficient moneys to obtain a discharge thereof in accordance with Section 55 or other pertinent provisions of the New York State Lien Law. The Lessee shall discharge any mechanic's lien at its own expense. If the Lessee fails to discharge by bond or payment any such lien, the Lessor on twenty (20) days' prior notice to the Lessee, may discharge the lien at the Lessee's expense and the cost thereof shall be deemed Additional Rent to be paid with the next monthly rental payment due following the Lessor's discharge of such lien.

9.11. Waiver

No waiver by the Lessor of any default by the Lessee of any of the terms, covenants, or conditions of this Agreement shall be construed to be a waiver of any subsequent default. The acceptance of Rent or the performance of all or any part of this Agreement by the Lessor for or during any period or periods after the Lessee's default shall not constitute a waiver of the Lessor's right to declare a default or cancel this Agreement for a subsequent breach thereof.

9.12. Independent Contractor

The parties agree that the Lessee is an independent contractor and not subject to the direction or control of the Lessor, except as specified in this Agreement.

9.13. Entire Agreement

The provisions of this Agreement contain the entire understanding between the parties and this Agreement may not be changed, altered or modified in any manner except by written amendment fully executed by both the Lessor and the Lessee.

9.14. Savings

If any term or provision of this Agreement is declared unlawful or otherwise invalid by a court of competent jurisdiction, only that term or provision so declared will fail and all other terms and provisions of this Agreement shall survive and be given full force and

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

effect by the parties.

9.15. Most Favored Nation

Lessor shall not enter into other agreements for similar use with third parties upon terms, covenants and conditions that are substantially more favorable than the terms, covenants and conditions contained in this Agreement.

9.16. Applicable Law

THE PARTIES SPECIFICALLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES, AND FEDERAL LAW TO THE EXTENT APPLICABLE TO AIRPORT OPERATIONS AND THE PARTIES HERETO. THE PARTIES FURTHER SPECIFICALLY AGREE THAT IN THE EVENT OF ANY LITIGATION BETWEEN THE PARTIES CONCERNING THIS AGREEMENT, THE STATE OR FEDERAL COURTS SITTING IN THE COUNTY OF ONONDAGA, STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OF ANY SUCH ACTION, AND VENUE IN SUCH COURTS SHALL BE EXCLUSIVE AND PROPER.

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of 20____.

LESSOR: SYRACUSE REGIONAL AIRPORT AUTHORITY

By: _____
Name: Christina R. Callahan, C.M.
Title: Executive Director

LESSEE: _____

By: _____
Name:
Title:

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

EXHIBIT A

Premises Description

RENTAL CAR MAINTENANCE FACILITIES LEASE AGREEMENT

EXHIBIT B

Improvements Existing on date of Agreement

RESOLUTION APPROVING AIR SERVICE DEVELOPMENT INCENTIVE PROGRAM

WHEREAS, the Syracuse Regional Airport Authority (the “Authority”) is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the “Enabling Act”) and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport (“Airport”); and

WHEREAS, pursuant to Section 2799-bbb of the Enabling Act the stated purposes of the Authority include forming an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure the inclusion of the Authority’s facilities in state, national and international programs for air transportation; and

WHEREAS, increasing air passenger service options for the traveling public at the Airport is fundamental to the Authority’s purpose under the Enabling Act and increasing air passenger service options requires that the Authority offer commercial airlines an incentive to establish and/or expand air service opportunities available at the Airport; and

WHEREAS, Authority management has advised the Finance Committee of the Board that the current air service development incentive program at the Airport should be updated to keep pace with changes in the commercial air service industry and recommended to the Finance Committee that the current air service development incentive program be updated as per various submissions to the Finance Committee by Authority management (the “New Incentive Program”); and

Resolution No. __ 2018

WHEREAS, the Finance Committee has recommended the adoption of the New Incentive Program and same is consistent with and in furtherance of the Authority's purposes under the Enabling Act.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority, that the new Air Service Development Incentive Program as recommended by the Finance Committee is hereby approved and adopted, and that the Executive Director is authorized to take all appropriate steps to implement such Program on behalf of the Authority.

Resolution Adopted Date: February __, 2018.

Vote: Ayes __ Nays: __ Abstentions: __.

Signed: _____.
Secretary

Syracuse Regional Airport Authority
Air Service Development Incentive Program
 Effective Month Day, Year

Type of Air Service Improvement	Basis of Credit	Maximum Value
1. First daily, non-stop international service by new entrant carrier to any unserved market	1a. Waiver of Landing Fees, Per-Turn Gate Fees, Fixed Terminal Fee and Per-Passenger Terminal Fees for a period of 12 months.	\$750,000
	1b. Marketing support for joint ads	\$75,000
2. First daily, non-stop international service by incumbent carrier to any unserved market.	2a. Waiver of Landing Fees, Per-Turn Gate Fees, and Per-Passenger Terminal Fees for a period of 12 months.	\$600,000
	2b. Marketing support for joint ads	\$60,000
3. Net increase in daily frequency to a currently served international market.	3a. Waiver of Landing Fees, Per-Turn Gate Fees, and Per-Passenger Terminal Fees for a period of 12 months.	\$300,000
	3b. Marketing support for joint ads	\$30,000
4. First daily, non-stop domestic service by new entrant carrier to any unserved market	4a. Waiver of Landing Fees, Per-Turn Gate Fees, Fixed Terminal Fee and Per-Passenger Terminal Fees for a period of 12 months.	\$500,000
	4b. Marketing support for joint ads	\$50,000
5. First daily, non-stop domestic service by incumbent carrier to any unserved market.	5a. Waiver of Landing Fees, Per-Turn Gate Fees, and Per-Passenger Terminal Fees for a period of 12 months.	\$320,000
	5b. Marketing support for joint ads	\$40,000
6. Net increase in daily frequency to a currently served domestic market.	6a. Waiver of Landing Fees, Per-Turn Gate Fees, and Per-Passenger Terminal Fees for a period of 12 months.	\$160,000
	6b. Marketing support for joint ads	\$20,000

Notes:

- 1) Incentives are available for new service only and are awarded on a per-market basis.
- 2) Service must remain in place for at least six consecutive months in order to qualify for an incentive.
- 3) Marketing incentives are available during the period from six months pre-launch to six months post-launch. The incentive for daily service will be pro-rated for less-than-daily or seasonal service to domestic markets.

**RESOLUTION AUTHORIZING AND APPROVING MANagements SUBMISSION
OF GRANT APPLICATION FOR DIRECT AIR SERVICE TO DENVER**

WHEREAS, the Syracuse Regional Airport Authority (the “Authority”) is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the “Enabling Act”) and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport (“Airport”); and

WHEREAS, pursuant to Section 2799-bbb of the Enabling Act the stated purposes of the Authority include forming an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure the inclusion of the Authority’s facilities in state, national and international programs for air transportation; and

WHEREAS, increasing air passenger service options for the traveling public at the Airport is fundamental to the Authority’s purpose under the Enabling Act and increasing air passenger service options requires that the Authority offer commercial airlines an incentive to establish and/or expand air service opportunities available at the Airport; and

WHEREAS, Authority management has advised of the availability of grants for new air service available through the United States Department of Transportation Small Community Air Service Development Program (“SCASDP”) in the form of minimum revenue guarantees and other incentives for participating airlines; and

WHEREAS, Authority management has further advised that application deadlines for SCASDP grants for 2017 were December 15, 2017 and that it previously timely submitted a

Resolution No. __ 2018

SCASDP grant application supporting daily non-stop service between the Airport and Denver International Airport (“DEN”) with the intent of seeking Board approval at the next available meeting; and

WHEREAS, the establishment of daily non-stop service between the Airport and DEN would be in furtherance of the Authority’s purposes under the Enabling Act.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority that Authority management’s prior submission of a grant application to the United States Department of Transportation Small Community Air Service Development Program for daily non-stop air service to Denver International Airport is hereby ratified and approved, and it is further

RESOLVED, that Authority management, under the supervision and direction of the Executive Director, is further authorized to take all appropriate steps to obtain and implement any such grant awarded in connection with such application thereto.

Resolution Adopted Date: February __, 2018.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

**APPLICATION UNDER
SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM
DOCKET DOT-OST-2017-0155**

SUMMARY INFORMATION¹

All applicants **must** submit this Summary Information schedule, as the application coversheet, a completed standard form SF424 and the full application proposal on www.grants.gov.

For your preparation convenience, this Summary Information schedule is located at <http://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/SCASDP>

A. PROVIDE THE LEGAL SPONSOR AND ITS DUN AND BRADSTREET (D&B) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER, INCLUDING +4, EMPLOYEE IDENTIFICATION NUMBER (EIN) OR TAX ID. 45-3435491

Legal Sponsor Name: Syracuse Regional Airport Authority

Name of Signatory Party for Legal Sponsor: Christina R. Callahan

DUNS Number: 0793009450000

EIN/Tax ID: 45-3435491

B. LIST THE NAME OF THE COMMUNITY OR CONSORTIUM OF COMMUNITIES APPLYING:

1. Syracuse Regional Airport Authority
2. _____
3. _____
4. _____

C. PROVIDE THE FULL AIRPORT NAME AND 3-LETTER IATA AIRPORT CODE FOR THE APPLICANT(S) AIRPORT(S) (ONLY PROVIDE CODES FOR THE AIRPORT(S) THAT ARE ACTUALLY SEEKING SERVICE).

- | | |
|----------------------------------------------|----------|
| 1. <u>Syracuse Hancock Intl. Airport-SYR</u> | 2. _____ |
| 3. _____ | 4. _____ |

¹ Note that the Summary Information does not count against the 20-page limit of the SCASDP application.

THE AIRPORT SEEKING SERVICE IS NOT LARGER THAN A SMALL HUB AIRPORT

Under FAA Hub classifications effective on the date of service of the attached order.

As of Calendar Year 1997

DOES THE AIRPORT SEEKING SERVICE HOLD AN AIRPORT OPERATING CERTIFICATE ISSUED BY THE FEDERAL AVIATION ADMINISTRATION UNDER 14 CFR PART 139? (IF "NO", PLEASE EXPLAIN WHETHER THE AIRPORT INTENDS TO APPLY FOR A CERTIFICATE OR WHETHER AN APPLICATION UNDER PART 139 IS PENDING.)

Yes No (explain)

D. SHOW THE DRIVING DISTANCE FROM THE APPLICANT COMMUNITY TO THE NEAREST:

1. Large hub airport: Newark Liberty International Airport (EWR): 4 hours 24 minutes

2. Medium hub airport: Medium: Buffalo Niagara International Airport (BUF): 2 hours 11 minute

3. Small hub airport: Rochester International Airport (ROC): 1 hour 28 minutes

4. Airport with jet service: Rochester International Airport (ROC): 1 hour 28 minutes

Note: Provide the airport name and distance, in miles, for each category.

E. LIST THE 2-DIGIT CONGRESSIONAL DISTRICT CODE APPLICABLE TO THE SPONSORING ORGANIZATION, AND IF A CONSORTIUM, TO EACH PARTICIPATING COMMUNITY.

Under FAA Hub classifications effective on the date of service of the attached order.

1. 24 2.

3. 4.

F. APPLICANT INFORMATION: (CHECK ALL THAT APPLY)

Not a Consortium Interstate Consortium Intrastate Consortium

Community currently receives subsidized Essential Air Service, receives assistance under the Alternate Essential Air Service Pilot Program, or is a participant in, and has received a grant under, the Community Flexibility Pilot Program

Community (or Consortium member) previously received a Small Community Air Service Development Program Grant

If previous recipient: Provide year of grant(s): _____; and, the text of the grant agreement section(s) setting forth the scope of the grant project:

G. PUBLIC/PRIVATE PARTNERSHIPS: (LIST ORGANIZATION NAMES)

PUBLIC

PRIVATE

1. Syracuse Regional Airport Authority

1. CenterState CEO

2.

2.

3.

3.

4.

4.

5.

5.

H. PROJECT PROPOSAL:

1a. GRANT GOALS: (CHECK ALL THAT APPLY)

- | | | |
|------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Launch New Carrier | <input checked="" type="checkbox"/> Secure Additional Service | <input type="checkbox"/> Upgrade Aircraft |
| <input type="checkbox"/> First Service | <input checked="" type="checkbox"/> New Route | <input type="checkbox"/> Service Restoration |
| <input type="checkbox"/> Regional Service | <input type="checkbox"/> Surface Transportation | <input type="checkbox"/> Professional Services ² |
| <input type="checkbox"/> Other (explain below) | | |

1b. GRANT GOALS: (SYNOPSIS)

Concisely describe the scope of the proposed grant project. (For example, "Revenue guarantee to recruit, initiate, and support new daily service between _____ and _____;" or "Marketing program to support existing service between _____ and _____ by _____ Airlines.")

Revenue guarantee to recruit, initiate and support new daily service between Syracuse (SYR) and Denver (DEN).

² "Professional Services" involve a community contracting with a firm to produce a product such as a marketing plan, study, air carrier proposal, etc.

2. FINANCIAL TOOLS TO BE USED: (CHECK ALL THAT APPLY)

- Marketing (including Advertising):** promotion of the air service to the public
- Start-up Cost Offset:** offsetting expenses to assist an air service provider in setting up a new station and starting new service (for example, ticket counter reconfiguration)
- Revenue Guarantee:** an agreement with an air service provider setting forth a minimum guaranteed profit margin, a portion of which is eligible for reimbursement by the community
- Recruitment of U.S. Air Carrier:** air service development activities to recruit new air service, including expenses for airport marketers to meet with air service providers to make the case for new air service
- Fee Waivers:** waiver of airport fees, such as landing fees, to encourage new air service; counted as in-kind contributions only
- Ground Handling Fee:** reimbursement of expenses for passenger, cabin, and ramp (below wing) services provided by third party ground handlers
- Travel Bank:** travel pledges, or deposited monetary funds, from participating parties for the purchase of air travel on a U.S. air carrier, with defined procedures for the subsequent use of the pledges or the deposited funds; counted as in-kind contributions only
- Other** (explain below)
-
-

I. EXISTING LANDING AIDS AT LOCAL AIRPORT:

- Full ILS Outer/Middle Marker Published Instrument Approach
- Localizer Other (specify)

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

3-36-0114-__ __ -2017

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

3910. __ __

8. APPLICANT INFORMATION:

* a. Legal Name:

Syracuse Regional Airport Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN):

45-3435491

* c. Organizational DUNS:

0793009450000

d. Address:

* Street1:

Syracuse Hancock International Airport

Street2:

1000 Col. Eileen Collins Blvd.

* City:

Syracuse

County/Parish:

Onondaga

* State:

NY: New York

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

13212-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

Christina

Middle Name:

R.

* Last Name:

Callahan

Suffix:

Title:

Executive Director

Organizational Affiliation:

* Telephone Number:

(315) 454-3263

Fax Number:

(315) 454-8757

* Email:

callahanc@syraairport.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

Authority

*** 10. Name of Federal Agency:**

United States Department of Transportation

11. Catalog of Federal Domestic Assistance Number:

20.930

CFDA Title:

Payments for Small Community Air Service Development

*** 12. Funding Opportunity Number:**

DOT-OST-2017-0155

* Title:

Small Community Air Service Development Program

13. Competition Identification Number:

DOT-OST-2017-0511

Title:

2017 SCASDP

14. Areas Affected by Project (Cities, Counties, States, etc.):

onondaga County and all surrounding counties

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Syracuse-Denver Non-stop Service Initiative for Syracuse Hancock International Airport

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$400,000.00"/>
* b. Applicant	<input type="text" value="\$285,000.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text" value="\$250,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="\$935,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

**BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

**Proposal under the Small Community
Air Service Development Program**

Docket OST-2017-0155

**SYRACUSE – DENVER NON-STOP SERVICE INITIATIVE
FOR
SYRACUSE HANCOCK INTERNATIONAL AIRPORT**

DUNS NUMBER 0793009450000

CO-SPONSORED BY

**THE SYRACUSE REGIONAL AIRPORT AUTHORITY
AND
THE CENTER STATE CORPORATION FOR ECONOMIC OPPORTUNITY**

All communications with respect to this document should be sent to:

Ms. Christina R. Callahan, CM
Executive Director
Syracuse Regional Airport Authority
Syracuse Hancock International Airport
City of Syracuse, New York
1000 Col. Eileen Collins Boulevard
Syracuse, NY 13202
Tel: (315) 454-3263
Fax: (315) 454-8757
callahanc@syrairport.org

December 15, 2017

SYRACUSE REGIONAL AIRPORT AUTHORITY

SYRACUSE HANCOCK INTERNATIONAL AIRPORT
1000 COL. EILEEN COLLINS BLVD.
SYRACUSE, NEW YORK 13212
P: 315.454.3263
F: 315.454.8757

December 15, 2017

The Honorable Susan McDermott
Deputy Assistant Secretary for Aviation and International Affairs
Office of the Secretary
United States Department of Transportation
1200 New Jersey Ave., SE
Washington, D.C. 20590

Re: Grant Application of Syracuse Hancock International Airport under
the US DOT Small Community Air Service Development Program (Docket-OST-
2017-0155)

Dear Ms. McDermott:

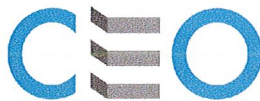
The Syracuse Regional Airport Authority ("SRAA") hereby submits an application for an FY2017 federal grant under the Small Community Air Service Development Program ("SCASDP").

The SRAA requests federal grant support of the Syracuse-Denver Non-stop Service Initiative ("SYR-DEN Initiative") of the SRAA, the Center State Corporation for Economic Development ("CSCEO") and other entities in Central New York that will be participating in the SYR-DEN Initiative. Our community has identified the SYR-DEN non-stop service as the highest priority for improving access of Central New York State to western destinations.

The federal support would relate to a Minimum Revenue Guarantee ("MRG") for daily non-stop service between SYR and Denver International Airport ("DEN"). United Airlines has indicated its support for this application, and has expressed a strong interest in providing the SYR-DEN service under an MRG agreement with the SRAA. Denver International Airport has expressed its support of this application and the proposed SYR-DEN service, including an incentive to United Airlines regarding airport fees and marketing support. The United Airlines letter of support has been filed directly to the docket. The DEN letter of support is included in this application.

Thank you for your consideration of this application. I would be pleased to respond to any questions you may have.

Ms. Christina R. Callahan, CM
Executive Director
Syracuse Hancock International Airport



CENTERSTATE
CORPORATION FOR ECONOMIC OPPORTUNITY

December 15, 2017

The Honorable Susan McDermott
Deputy Assistant Secretary for Aviation and International Affairs
Office of the Secretary
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Grant Application of Syracuse Hancock International Airport Under
the USDOT Small Community Air Service Development Program (Docket-OST-
2017-0155

Dear Ms. McDermott:

The CenterState Corporation for Economic Opportunity (CEO), representing the Syracuse region's private sector business leadership is pleased to co-sponsor this application with the Syracuse Regional Airport Authority (SRAA) for a grant of federal funds under the United States Department of Transportation's Small Community Air Service Development Program. We respectfully request your approval of a grant in the amount of \$400,000.

These funds would be supplemented by \$250,000 contributed by CenterState CEO and our more than 2,000 member businesses, in cash and in-kind contributions, for a robust marketing and advertising campaign to encourage use of these new flights. The business community recognizes that convenient, competitively priced air service is a critical priority for the continued economic development of Syracuse and the central New York region.

CenterState CEO is proud to be a partner with the SRAA in this important effort. We believe this grant will provide a unique opportunity to address one of the most important unserved routes to and from central New York. The addition of non-stop flights between Syracuse and Denver will provide an important new gateway to the west from Syracuse and link our community with a particularly important destination for many of our businesses as well as a large number of colleges and universities in our region.

A recent travel survey revealed that Denver is a top-priority destination for our business community. More than 20% of survey respondents indicated they have direct connections to Denver, through a company headquarters, location or clients served who travel between the two markets. Many of these businesses are among our top employers in industries which include, defense, engineering, and medical equipment manufacturing.

Thank you for your time and thoughtful consideration of this application. If you have any questions about CenterState CEO or our role in this effort, please do not hesitate to contact me or Kevin Schwab, vice president of air service development, directly at (315) 470-1944.

Sincerely,

A handwritten signature in black ink that reads "ROBERT M. SIMPSON". The signature is written in a cursive, flowing style.

Robert M. Simpson
President & CEO



December 11, 2017

U.S. Department of Transportation
Office of Aviation Analysis
Small Community Air Service Department
Ms. Brooke Chapman, Associate Director
1200 New Jersey Ave., SE Room W86-307
Washington, DC 20590

Re: DOT-OST-2017-0155 Small Community Air Service Development Program (SCASDP)

Dear Ms. Chapman,

On behalf of Denver International Airport, I would like to express my support for the Small Community Air Service Grant (SCASD) application as submitted by the Syracuse Hancock International Airport (SYR) in Syracuse, New York.

We believe that extending our nonstop network to the community of Syracuse would greatly benefit both Denver and Syracuse. Per recent U.S. Department of Transportation (DOT) statistics, for the year ending period June 2017, over 45,000 O&D passengers flew between Denver and Syracuse, or nearly 125 people each day. We believe this total will see immediate stimulation with nonstop service. Most recently we have seen market stimulation of over 20 percent after United Airlines initiated nonstop service between Denver and Richmond (RIC) in April 2016. United Airlines took advantage of Richmond's 2013 SCASD award to help alleviate risk in starting this route. Since the service was initiated United has added capacity on the Denver-Richmond route, an indication of successful performance. We believe that a similar result could be achieved with nonstop service between Denver and Syracuse.

At DEN we are proud to support one of the best domestic connecting networks in the U.S., as well as having one of the largest domestic origin-destination (O&D) markets in the country. Over 160 domestic destinations, the fourth-most among U.S. airports, can be reached nonstop from Denver. Furthermore, with over 32.5 million total annual domestic O&D travelers, DEN boasts the fourth-largest market in the U.S. among domestic travelers.

DEN offers an incentive to airlines that initiate nonstop service to our unserved domestic destinations, and we are ready to support Denver-Syracuse service in the amount of \$500,000 through a combination of operational credits and marketing funds. Our commitment, combined with the incentive offered by SYR, demonstrates strong interest to support this new service. We believe the addition of funds from a SCASD grant would provide the much-needed additional support to offset the initial costs and risks for an airline considering this route. Therefore, we respectfully request the DOT give favorable consideration to the Syracuse Hancock International Airport application for nonstop service to Denver.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kim Day".

Kim Day
CEO



Grant Application of Syracuse Hancock International Airport under the US DOT Small Community Air Service Development Program (Docket-OST-2017-0155)

Introduction

The Syracuse Regional Airport Authority (“SRAA”) hereby submits an application for an FY2017 federal grant under the Small Community Air Service Development Program (“SCASDP”).

The SRAA requests federal grant support of the Syracuse-Denver Non-stop Service Initiative (“SYR-DEN Initiative”) of the SRAA, the Center State Corporation for Economic Development (“CSCEO”) and other entities in Central New York that will be participating in the SYR-DEN Initiative. The federal support would relate to a Minimum Revenue Guarantee (“MRG”) for daily non-stop service between SYR and Denver International Airport (“DEN”). United Airlines has indicated its support for this application, and has expressed a strong interest in providing the SYR-DEN service under an MRG agreement with the SRAA. Denver International Airport has expressed its support of this application and the proposed SYR-DEN service, including an incentive to United Airlines regarding airport fees and marketing support. The United Airlines letter of support has been filed directly to the docket. The DEN letter of support is included in this application.

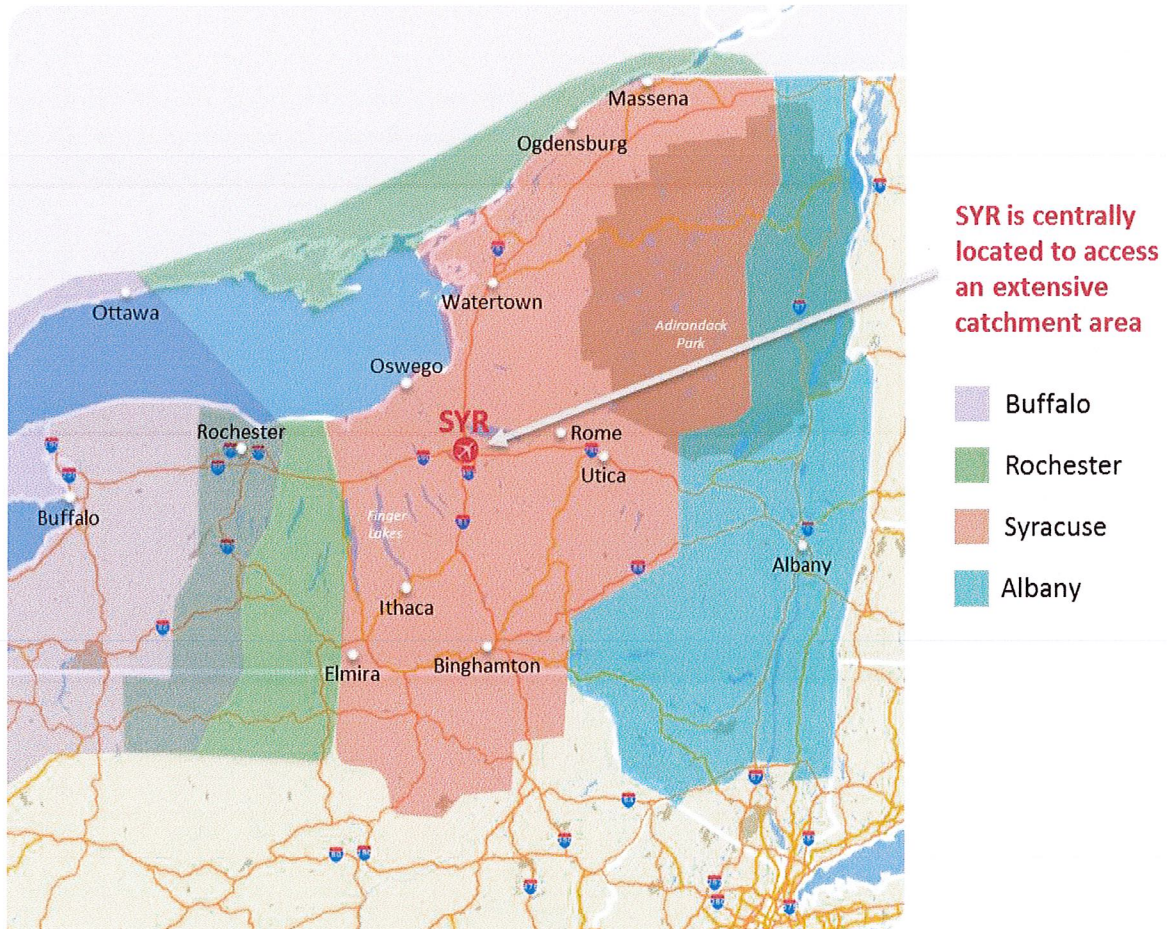
The SRAA is the operator of Syracuse Hancock International Airport (“SYR”), located near the City of Syracuse in Central New York State. SYR is classified by FAA as a Small Hub airport, and is eligible for a grant under the SCASDP. SRAA has registered with www.grants.gov, and has the capability to receive the requested grant.

The SRAA and SYR have all of the necessary certifications and authorizations necessary to accept the proposed new non-stop service. SYR also has the airport facilities and services capacity to accommodate the proposed new service. The proposed service provider is fully certified and capable to provide the services related to this application.

SYR serves a catchment area of 2.6 million residents throughout Central New York State

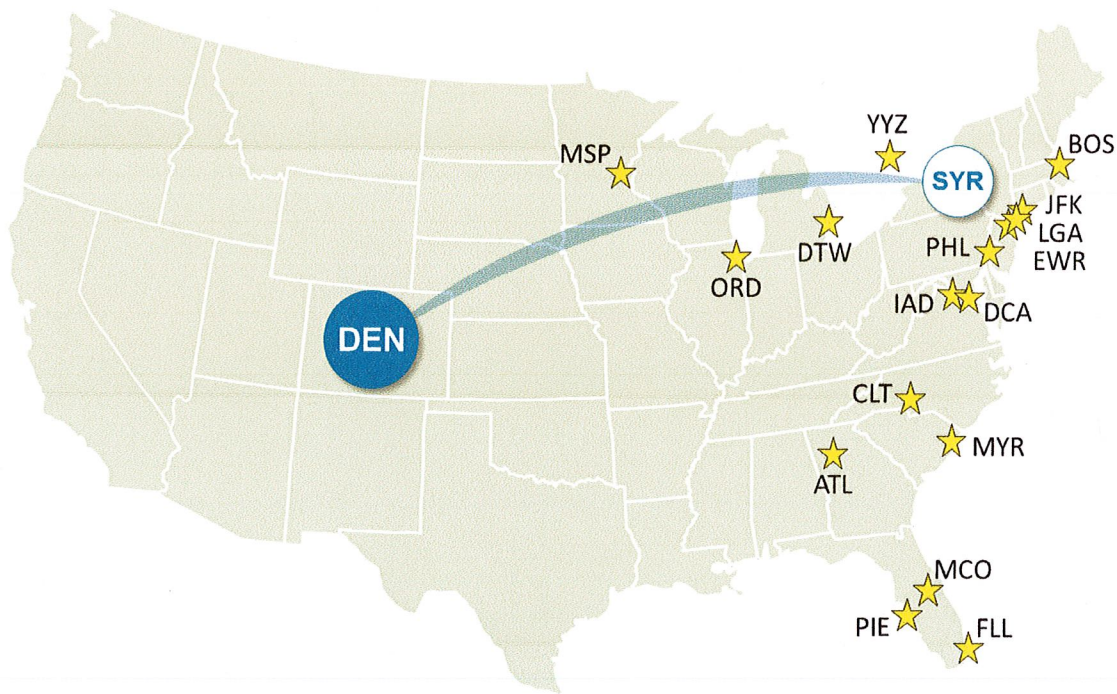
SYR is located in the center of a large catchment area that stretches from the New York/Pennsylvania border to the south, to the New York/Canada border in the north. With a resident population of approximately 2.6 million, the SYR catchment area has the base market size to support diversified air services at SYR, given the airport’s accessibility via major interstate highways (Interstates 81, 90 and 690) that intersect very near the airport. The easy access from all parts of the catchment area has been a major element of SYR’s success.

Figure 1: SYR Catchment Area Map



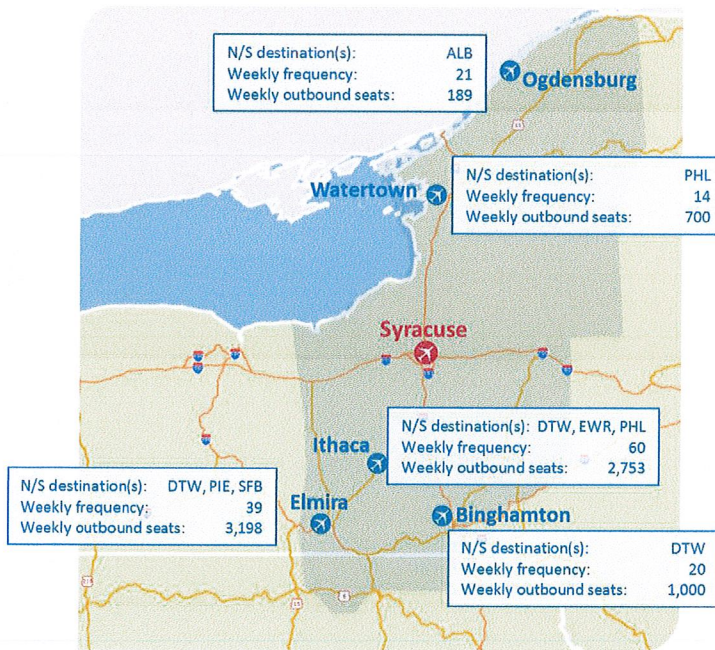
SYR has scheduled non-stop air services to 17 airport destinations in the eastern half of the United States. Air access to hubs and key destinations in the eastern United State is substantial, especially to the east and south. Air services to the west are the most limited, with Minneapolis serving as the westernmost airline hub. Low-fare services at SYR are limited to less than daily services by Allegiant Airlines to leisure destinations, including Ft. Lauderdale (FL), St. Petersburg (FL) and Myrtle Beach (SC). All other SYR air services are provided by legacy network carriers.

Figure 2: SYR Non-stop Destinations from SYR, and Proposed SYR-DEN Service



Five small communities within the catchment area also have scheduled air services: Ithaca (ITH), Binghamton (BGM), Elmira (ELM), Watertown (ART) and Ogdensburg (OGS). Services at these airports are limited to regional aircraft services to nearby hubs, US Essential Air Service Program services and/or less than daily point-to-point services to seasonal leisure destinations. The air services available at these smaller communities located in the SYR catchment area are shown in the map below.

Figure 3: Smaller Airport Air Services within the SYR Catchment Area




Passenger traffic trends at SYR over the past decade have been relatively stable, considering the impacts of the Great Recession and the consolidations that took place in the U.S. airline industry during that period. Total passenger traffic at SYR has hovered around the 2 million passenger level for many years. During the period from 2008 through 2016, SYR passenger traffic experienced an average annual decline of -1.4%, reflecting the combined effect of the recession, the slow recovery from the recession and the decline in airline seat capacity resulting from airline industry consolidation. In 2017, traffic has shown a modest upward trend, in part reflecting the improved general economic conditions in the region and in the national economy. CSCEO indicates that per capita income in Syracuse has grown by 17.9% (inflation adjusted) over the 2011-2016 period, and is 8.7% higher than the national average.

Numerous SYR markets of substantial size and importance lack non-stop service, with the most prominent located in the western half of the United States. The need for access to an additional major airline hub in the western U.S. have been a priority for the Central New York business community for many years. The largest SYR market without non-stop service is Los Angeles (LAX), followed by Denver (DEN). The SYR-DEN opportunity is the highest priority for the SRAA and CSCEO, given its shorter non-stop stage length and the excellent connectivity of the Denver hub.

Figure 4: Largest SYR Markets without Non-stop Air Service

Rank	Market	PDEWs	Rank	Market	PDEWs
1	Los Angeles	67.3	16	Nashville	24.2
2	Denver	62.2	17	New Orleans	20.2
3	San Francisco	53.5	18	Portland	20.0
4	Dallas	51.3	19	San Antonio	18.9
5	Las Vegas	47.8	20	St. Louis	18.4
6	Fort Myers	44.5	21	Kansas City	17.2
7	Phoenix	43.1	22	Salt Lake City	17.1
8	Houston	37.6	23	Savannah	16.2
9	Seattle	37.2	24	Sarasota	16.0
10	Raleigh/Durham	36.1	25	Indianapolis	15.7
11	West Palm Beach	32.5	26	Charleston	14.0
12	San Diego	31.4	27	Daytona Beach	13.7
13	Jacksonville	25.7	28	Sacramento	12.3
14	Miami	24.6	29	Cincinnati	11.2
15	Austin	24.4	30	Santa Ana	10.4

 Denotes non-circuitous connections via proposed DEN-SYR flight.

Source: US DOT O&D Passenger Survey YE 2Q 2017, via Diio. Analysis does not include US Territories; PDEWs are “Passengers Daily Each Way”.

The proposed SYR-DEN service by United would provide the first non-stop service to the DEN hub from Central New York. In addition to providing first non-stop service to SYR’s second largest O&D market that lacks non-stop service, it would provide connections to over 60 other destinations in the Western U.S. The benefits of the proposed service would not only apply to the Syracuse area, but to the entire SYR catchment area spanning the entire Central New York region.

Syracuse average air fares are significantly higher than the Small Hub average

SYR is classified by the FAA as a Small Hub airport. Average domestic air fares at SYR are 6% higher than the average for all Small Hub airports.

- The average one-way domestic air fare for all SYR domestic itineraries is \$205, compared to \$194 for all Small Hub airport domestic itineraries.

- These fare averages for all Small Hub airports are stage-length adjusted, from 1,039 miles (average for all Small Hub airports one-way domestic itineraries) versus 1,101 miles (average for all SYR one-way domestic itineraries).

Average one-way air fares (stage-length adjusted) are higher at SYR than at other airports in Upstate New York that have levels of passenger traffic similar to SYR. Specifically, SYR average fares are 16% higher than at Albany (ALB) and 8% higher than at Rochester (ROC).

- SYR: \$205
- ALB: \$177
- ROC: \$190

Average one-way air fares in the SYR-Denver market (stage-length adjusted for SYR average itinerary stage-length for SYR-DEN itineraries of 1,492 miles) are higher than average fares in that market for the above-mentioned Upstate New York communities. Specifically, SYR average fares in the Denver market are 21% higher than at ALB and 3% higher than at ROC.

- SYR: \$220
- ALB: \$182
- ROC: \$213

The proposed SYR-DEN non-stop service by United Airlines would provide additional capacity westbound to Denver and connecting markets beyond Denver. This additional capacity will create more service options to Denver and the west, more competitive pricing among carriers serving these markets at SYR, and broad air travel benefits to Central New York State air travelers.

SCASDP assistance for the proposed SYR-DEN service will provide broad benefits to the traveling public in Central New York

The proposed SYR-DEN service will provide substantial and broad material benefits to the traveling public that resides and conducts business in Central New York. Several sectors of the traveling public would experience significantly improved access to markets and destinations in the Western United States as a result of the proposed service.

Business travelers

Denver is the #1 priority destination for the Central New York business community for non-stop air service. In a survey of the members of the Center State Corporation for Economic Development (CSCEO) that received 253 responses, 54 companies identified Denver as a priority destination. This priority is largely based on the connections between Central New York and Colorado branches or affiliated unit locations of these businesses, or clients and suppliers of businesses in Colorado that visit Syracuse area operations.

Both Central New York and Colorado have a significant presence by defense contractors. Most notably, Lockheed Martin, SRC and Saab are among Central New York firms that have locations in the Denver area, and that have stated that SYR-Denver is a priority air service for them. In the engineering sector, several Syracuse-area firms have strong ties to Denver, including Arcadis and CH2M Hill (which is headquartered in Denver). In the medical equipment sector, Syracuse-based Hill-Rom/Welch Allyn also has a location in Denver.

Educational institutions

Central New York is among the top regions of higher education in the United States, with a higher education enrollment population of 160,000 students. Many of these students travel to and from their homes throughout the United States and in other countries. Likewise, faculty and staff based in Central New York travel extensively to recruit students and faculty, attend symposia and participate in academic activity at universities worldwide.

Syracuse University and Cornell University have identified the SYR-Denver service as a high priority for their travel. Syracuse University has more than 100 students enrolled from Colorado, and students from several western states (notably California, Arizona, Oregon and Washington) are a growing presence at Syracuse University. Cornell University has nearly 2,000 students from the western US region, which includes Colorado.

Tourism

The proposed non-stop service between Syracuse and Denver will greatly enhance the development and growth of tourism in Central New York. Fundamentally, the proposed service will enable Coloradans to access Central New York State with a non-stop flight, and will enhance visitor access from many western United States areas to Central New York. Likewise, tourism access from Central New York to Colorado and the Western United States will be enhanced as a result of the proposed service. Outdoor and adventure tourism (i.e. skiing, hiking, camping), significant destination activities in both regions, will benefit in both regions as travelers enjoy the convenience of non-stop service.

In the last year, the Syracuse region has added more than 1,800 new jobs in the hospitality and tourism sectors. More than a thousand new high-end hotel rooms have been added in the region (e.g. Marriott, Embassy Suites @ Destiny, Tailwater Lodge, Finger Lakes Trail hotels, etc.). This growth in the hospitality sector is driven by increased visitation to the region's main attractions and our growth as a host region for major events. Most notably, Syracuse is the gateway to the Adirondack Park, a vacation destination larger than Yellowstone, Yosemite and the Grand Canyon National Parks, combined. Syracuse is also a gateway to the Finger Lakes, the nation's second largest wine region, and home to Destiny USA, the fifth-largest mall in the United States, which last year drew more than 26 million visitors.

The proposed SYR-DEN service would fill Central New York's highest priority air service need

Analysis of the proposed SYR-DEN service clearly shows the substantial benefits that would be achieved for the community and air travelers in the Central New York region.

The SRAA contracted with InterVISTAS Consulting Inc. (“IVC”) to conduct an in-depth analysis of the proposed SYR-DEN United service. The analysis addressed the need for the service and a forecast of the likely revenue performance of the service. This analysis was performed most recently in November 2017, in support of discussions with United Airlines.

The highlights of the analysis/forecast are as follows:

- Denver is the second largest SYR market that lacks non-stop service.
- SYR-DEN service by United would provide high-quality connections from SYR to many other markets throughout the Western US.
- The connecting markets by United over DEN include 10 of SYR’s top 30 markets that currently lack nonstop service from SYR.
- The proposed service would initially involve one daily round-trip flight, year-round, utilizing the EMB175 aircraft. United has successfully utilized this aircraft in comparable markets of similar stage length.
- The IVC forecast concludes that the proposed service would generate an average annual load factor of 88.3%, with 48,000 total onboard annual passengers.

The SRAA and United Airlines have analyzed and discussed this analysis, and have agreed that the proposed SYR-DEN service is an excellent opportunity for United and should be pursued in association with this application for SCASDP assistance and the MRG.

The proposed non-stop SYR-Denver service would not compete with another carrier on the non-stop segment, since the route is currently not served on a non-stop basis.

The proposed project clearly and directly addresses a major deficiency in the air services at SYR. The proposed United service to Denver would provide much-needed non-stop service to the second largest unserved SYR market, as well as substantially improved connecting services to markets of all sizes throughout the Western U.S.

SRAA will utilize the SCASDP assistance in a timely and effective manner

The SRAA is actively pursuing air service improvements at SYR, including international, domestic and regional services. These efforts include the attraction of new services, the expansion of existing services and the maintenance of excellent relationships with airline managements. The SRAA is experienced in the conduct of community air service development, and is equipped to utilize the SCASDP assistance in a timely and effective manner.

The SRAA has formed an Air Service Development Working Group (“Working Group”) to provide guidance and support for SYR’s air service development efforts. The Working Group is

comprised of representatives from the business community, the tourism and hospitality sector, and SRAA.

The SRAA has developed a broad strategy for the implementation of the proposed SYR-DEN service, designed to effectively plan, promote and launch the new service consistent with the plans of the operating carrier. The key elements of this broad strategy are as follows:

- Upon confirmation of the SCASD grant under this application, SRAA and United Airlines will immediately meet to confirm the timetable for launch of the SYR-DEN service.
- Thereafter, SRAA and United Airlines will establish as quickly as possible (i.e. within 30 days) a contractual basis for a Minimum Revenue Guarantee (“MRG”) for the new service.
- A minimum four-month period is assumed between execution of the MRG agreement and the service launch date.
- During the minimum four-month pre-launch period, SRAA and the Working Group will development and implement a focused marketing program designed to promote the new SYR-DEN service throughout the SYR catchment area. The content, target venues and schedule of the pre-launch marketing program will be coordinated with United Airlines and Denver International Airport to ensure the most effective use of the marketing funds. The specific timing of this implementation will depend upon the specific launch date of the new service. The SYR Working Group will be actively involved and provide guidance to this process.
- SRAA, in cooperation with Working Group member organizations and other interested entities, will sponsor a pre-launch event in Syracuse. The event will be designed to achieve maximum exposure for the new service throughout the SYR catchment area. The event will maximize news media coverage, as well as awareness among the business, tourism and higher education entities of Central New York.
- Upon launch of the new service, SRAA and the Working Group will maintain regular contact with the United to monitor performance of the service, and to ensure proper compliance and administration of the MRG agreement and the SCASDP grant.

Although the specific timing of the service launch cannot be stated in this application, it is the objective of SRAA and the Working Group that the new service be launched during calendar year 2018.

The funding plan for the SYR-DEN Initiative has balanced participation by the SYR, the local community and the US DOT

SRAA and the CSCEO commit the following levels of funding for the Syracuse-Denver Non-stop Service Initiative, totaling \$535,000 in funding value. In addition, \$400,000 in funding from the SCASDP is proposed for the MRG for United Airlines.

Source of Funding	Funding Level	Type of Funding
Syracuse Regional Airport Authority	\$ 235,000 \$ 50,000	SYR airport fee waivers Cash for marketing
Center State Center for Economic Opportunity	\$ 50,000 \$ 200,000	Cash for media buy Added value of leveraged media buy
US Department of Transportation	\$ 400,000	SCASD grant for MRG

SRAA Incentive

SRAA will provide waivers of fees and charges at SYR for the first year of the proposed United Airlines service. The calculation of the SYR airport fee waivers is based on the level of service indicated in the forecast assumptions noted above: 1 daily non-stop roundtrip SYR-DEN service utilizing the EMB175 aircraft. The fee waiver incentive has a value of \$235,000.

SRAA will also make available \$50,000 for the implementation of the marketing program to promote the service.

CSCEO Incentive

The CSCEO will provide \$50,000 in cash for media buys related to the marketing program for the new service. Working with media outlets and related organizations throughout the region, the value of the media buys will be enhanced an additional \$200,000. Accordingly, the full value of the CSCEO media buys will be \$250,000.

SCASDP Funding

Through this application, the Department is being asked to approve a grant of \$400,000 to fund a Minimum Revenue Guarantee. The MRG will be subject to a contract between the SRAA and United Airlines, to be established following award and agreement between SRAA and the Department regarding the SCASDP.

The SRAA plans to utilize the funding resulting from this application to provide a MRG for the initial year of the proposed service. The SRAA does not intend to provide risk mitigation of any form for the SYR-DEN service after the initial one-year period.

The Syracuse Regional Airport Authority will be the legal sponsor for the SCASDP grant

The SRAA will be the legal sponsor responsible for the grant and for administering the proposed project. SRAA is a regional authority created in 2011 under the Public Authorities Law of the State of New York. SRAA is legally, financially and otherwise able to execute and administer the grant agreement. The SRAA, a public benefit corporation, was established to provide the necessary tools and support to Syracuse Hancock International Airport to maintain and operate the facilities in a safe, secure and efficient manner. The SRAA is committed to promoting the growth and success of SYR by overseeing fiscal responsibility, regional marketing, and job creation in the aviation industry, and those industries that support aviation.

The signatory party for the SRAA will be Christina R. Callahan, Executive Director.

This application for a grant under the SCASDP is the first application made to the Department by the SRAA. A prior application was made in 2008 by the City of Syracuse, the operator of SYR at that time. There is no relationship between the programs/funding of the 2008 application and the current application.

RESOLUTION AUTHORIZING MANAGEMENT TO SUBMIT GRANT APPLICATION TO NEW YORK STATE UPSTATE REVITALIZATION INITIATIVE PROGRAM FOR NEW CARRIERS OFFERING NEW DOMESTIC AND INTERNATIONAL AIR SERVICE

WHEREAS, the Syracuse Regional Airport Authority (the “Authority”) is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 (the “Enabling Act”) and Article 8, Title 34 of the New York Public Authorities Law, as amended; and

WHEREAS, the Authority is the operator of the Syracuse Hancock International Airport (“Airport”); and

WHEREAS, pursuant to Section 2799-bbb of the Enabling Act the stated purposes of the Authority include forming an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure the inclusion of the Authority’s facilities in state, national and international programs for air transportation; and

WHEREAS, increasing air passenger service options for the traveling public at the Airport is fundamental to the Authority’s purpose under the Enabling Act and increasing air passenger service options requires that the Authority offer commercial airlines an incentive to establish and/or expand air service opportunities available at the Airport; and

WHEREAS, Authority management has advised of the availability of grants for new air service available through the New York State Upstate Revitalization Initiative Program (“NYSURI”) in the form of minimum revenue guarantees and other incentives for participating airlines; and

Resolution No. __ 2018

WHEREAS, Authority management has further advised that it would like to submit an application to NYSURI to attract new air carriers to the Airport that would offer both new domestic and international service; and

WHEREAS, the attraction of new carriers to the Airport offering both new domestic and international service at the Airport would be in furtherance of the Authority's purposes under the Enabling Act.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority that Authority management is authorized to submit a grant application to the New York State Upstate Revitalization Initiative Program to attract new air carriers to the Airport offering both new domestic and international service, and it is further

RESOLVED, that Authority management, under the supervision and direction of the Executive Director, is further authorized to take all appropriate steps to obtain and implement any such grant awarded in connection with such application.

Resolution Adopted Date: February __, 2018.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

**RESOLUTION AUTHORIZING ENGAGEMENT OF NECESSARY
PROFESSIONALS AND CONTRACTORS FOR REGIONAL AVIATION
HISTORY MUSEUM COMPONENT OF 2017 TERMINAL IMPROVEMENT
PROJECT**

WHEREAS, the Syracuse Regional Airport Authority (the "Authority") is a public benefit corporation, formed and operating pursuant to Chapter 463 of the Laws of New York 2011 and Article 8, Title 34 of the New York Public Authorities Law, as amended (collectively the "Enabling Act"); and

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes which include the development, expansion, maintenance and operation of aviation facilities in Central New York in general and the Syracuse Hancock International Airport ("Airport") in particular; and

WHEREAS, the Authority Board, by Resolution No. 8 of 2017 previously authorized the Executive Director to execute an Aviation Project Funding Agreement in order to fund and implement the 2017 Terminal Improvement Project as identified therein (hereinafter "Project"); and

WHEREAS, due to the time constraints of the Project, the Authority Board by Resolution No. 22 of 2017 previously authorized the Executive Director to enter into on behalf of the Authority, those contracts and other agreements necessary for the timely and cost effective completion of the Project; and

WHEREAS, Authority management has advised that under the terms of the Aviation Project Funding Agreement a Regional Aviation History Museum ("Museum") will be a feature

of the Project and that the design, fabrication and exhibit acquisition cost alone of the Museum will be approximately \$500,000.00 (the “Museum Services”); and

WHEREAS, Authority management has further advised that there is anticipated to be approximately \$100,000.00 in additional expense associated with siting, floorplan layout, providing necessary utility services and related site preparation expenses (“Siting Services”) in connection with the Museum installation within the Terminal; and

WHEREAS, Authority management has further advised that there are limited resources available to provide the Museum Services and the Siting Services and that given the time constraints of the Project it will be necessary to depart from the Authority’s normal procurement policy; and

WHEREAS, the Onondaga Historical Association has submitted a proposal to the Authority to provide the Museum Services with the assistance of its own subcontractors for the approximate maximum sum of \$500,000.00 within the time and budgetary constraints of the Aviation Project Funding Agreement, however such amount is exclusive of the Siting Services; and

WHEREAS, Authority management has advised that it believes it can obtain the necessary Siting Services utilizing the existing construction manager for the Project, C&S Engineers, and/or contractors which the Authority has previously used or is currently using and which have performed favorably for the Authority in the past.

NOW, THEREFORE, after due deliberation having been had thereon, it is hereby

RESOLVED, by the Board of the Syracuse Regional Airport Authority that the Executive Director, with the advice of counsel to the Authority, is hereby authorized to enter into on behalf of the Authority, an agreement with the Onondaga Historical Association for the approximate

maximum sum of \$500,000.00 for Museum Services for a Regional Aviation History Museum at the Airport in satisfaction of the terms of the Aviation Project Funding Agreement; and it is further

RESOLVED, that the Executive Director is further authorized, with the advice of counsel to the Authority, to enter into the necessary agreements on behalf of the Authority in order to obtain the necessary Siting Services for the Museum for the approximate maximum sum of \$100,000.00 in order to ensure timely satisfaction of the terms of the Aviation Project Funding Agreement.

Resolution Adopted Date: February __, 2018.

Vote: Ayes __ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

Onondaga Historical Association Proposal for Regional Aviation Museum at Hancock International Airport

Budget

With the understanding that all preparatory contracting work be completed by the airport prior to the installation of the museum exhibits and materials:

- For administrative costs, research, exhibit design and development, content development, image and artifact selection: \$150,000

- For exhibit fabrication and installation: \$350,000

Total: \$ 500,000

Payment Schedule

- November, 2017 \$50,000
- February, 2018 \$100,000
- May, 2018 \$100,000
- August, 2018 \$150,000
- Upon completion and installation by O.H.A. \$100,000

Total: \$500,000

Onondaga Historical Association Proposal for Regional Aviation Museum at Hancock International Airport

October 2, 2017

Overview

To begin, we at the Onondaga Historical Association are incredibly honored and excited to have the opportunity to tell the story of this region's legacy as a transportation hub, and to convey to visitors, and central New Yorkers alike, our rich aviation history. Using a wide array of images, artifacts, audio-visual components, and interactive interpretive pieces, our working exhibit outline is focused on placing aviation history in the larger thematic context of the region's central location and how this geographic reality has continually made the greater Syracuse area a transportation crossroads.

The majority of the exhibit will concentrate on the fascinating aviation history of this region, which stretches all the way back to the early 1900's and the infancy of flight in America. We want to highlight those central New York pioneers and aviation enthusiasts who built makeshift runways and air-planes with their own hands and in so doing, cemented air travel in the imaginations of people and laid the foundation of the technological and economic marvel the aerospace industry is in 2017.

Another major aspect of the exhibit will recount the incredible history of the Hancock International Airport itself. From its beginnings as an Army Air Base in 1942, this property has been a critically important part of not just this community, but it has connected the region in significant ways to the country as a whole. The war years are filled with stories of sacrifice, cooperation, and the vast contributions this area made to the victory in World War 2. After the war, Hancock Airport became a model for hybridized airfields, as the newly formed Air National Guard made their home here in 1947.

In the post-war years as the economy boomed and Americans took to the skies in ever increasing numbers, the greater Syracuse area made tremendous contributions to the aviation industry. This exhibit will tell the story of the connections between the growth of the region's economy and population and the growing popularity of air travel in the United States. Hancock International Airport underwent a significant renovation and expansion in the 1960's to meet the growing demand of air traffic in and out of the greater Syracuse area. This included finally being connected to a major highway system in Interstate 81. Our exhibit looks to contextualize the growth and expansion of the airport as an illustration of the growth and reach of the region's economic development.



Exhibit Outline for the Regional Aviation Museum at Hancock International Airport

We at the Onondaga Historical Association are honored and excited to have the opportunity to tell the story of this region's legacy as a transportation hub, and to convey to visitors, and central New Yorkers alike, our rich aviation history.



**Onondaga Historical
Association**

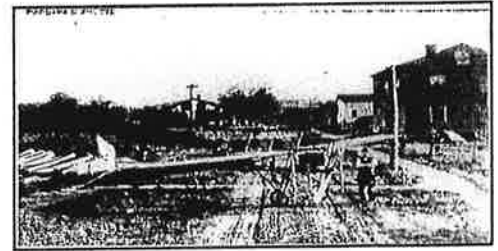
321 Montgomery Street,
Syracuse New York,

315-428-1864

The Hancock Airport Terminal, in 1952.

I. Syracuse: The Central City At the Crossroads of Transportation

- A. Haudenosaunee paths and trails
- B. The earliest turnpikes built by Europeans: Great Genesee Road (1790's), Seneca (1800's) and Cherry Valley Turnpike (1770's). Nation's first plank road between Salina and Central Square
- C. Erie and Oswego Canals: Connect region's people and goods to national marketplaces. Foster growth.
- D. Railroads
- E. Interstate Highway System
- F. Aviation, Airports, Aerospace



II. Early Aviation History & Aviation Pioneers

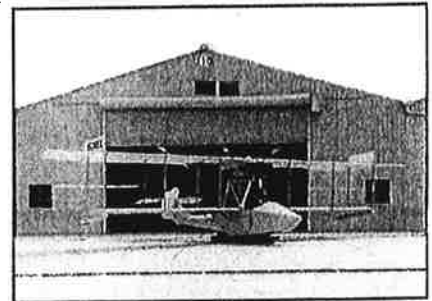
A. Topp Brothers: Syracuse's Wright Brothers.

- a. Like Wright Brothers, they owned a bike shop in Manlius. They built a plane and flew it in 1908.

B. Herman Ecker, "Builder & Barnstormer"

- a. Story of the Ecker Flying Boat (construction; homemade/D.I.Y); Inspired by Hammondsport pioneer Glenn Curtiss; offers flights on Onondaga Lake as early as 1913.

- b. Story of plane's rediscovery in T.V. repair shop on Erie Blvd. and how it came to be in the possession of the Smithsonian Air and Space Museum, where it is displayed.



C. Amboy Airport near Camillus (Syracuse Municipal Airport)

- a. Early flight record: Harry Atwood-Lands at Alfred Hinsdale's farm in 1912. In so doing, he set the record flight distance, having come from Chicago.

- b. "Barnstormers" tie up at Alfred Hinsdale's farm throughout the next decade. This term refers to early aviators, like Curtiss, Ecker, and Lindbergh, who often perform stunt tricks and other feats of daring-do. Barnstormers brought aviation to the masses.

- c. 1927: Spurred by Mayor Richard Hanna, City of Syracuse purchased 80 acres at Amboy from Hinsdale's descendents to create Syracuse Municipal airport (Amboy).



D. Lindbergh flight and landing at Amboy in 1927. Amelia Earhart visit in 1936; Their presence speaks to the importance of Syracuse in the early days of flight

a. Spirit of St. Louis: O.H.A. has a piece of the plane and a letter that Lindbergh sent to Franklin. This will be on display.

b. H.H. Franklin Automobile Company: John Wilkinson and later Mark Doman develop air-cooled engines. Spirit of St. Louis has one, as do many planes due to lightweight design.

1. Air-Cooled Motor Co. (Liverpool); Take Franklin Co. design and in 1938 begin to manufacture engines for general aviation use



D. Floyd Bennett

a. Starts flying in 1931—builds airport on father's farm in Madison County.

b. 1939 builds Bennett Airport at 23 years old, in Kirkville

c. Grand opening in Sept 1940. Holds air shows with regularity. Highlights "spectacular" flying, stunt flying.



III. Aviation/Military History 1917-1947

A. WWI

a. Melville Clark and balloons

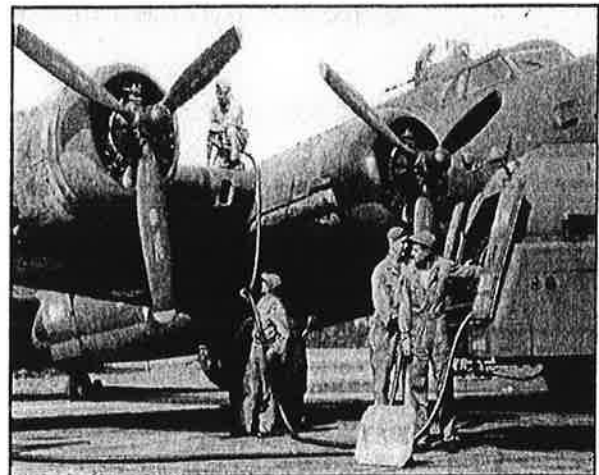
b. Syracuse area fighter pilots in WWI

- Cleveland McDermott is a WWI pilot credited with several kills during air battles
- Mayor Charles Hanna

B. Syracuse Army Air Base (Created in September 1942)

a. First Base Commander Roy W. Camblin—Role of Air Base in Onondaga County wartime contributions.

b. "War Day" 1942—Highlight the Army Air Base's role in mobilizing public support for WWII



- c. February 1944—B-24 Liberator Bomber crashes in Lake Ontario
- d. Feb 44-Base placed on “standby basis”
- e. Bomber training and storage (B-24, B-17) Liberators and Fortresses—These particular planes were instrumental in the Allied Victory over the Axis powers.
- f. Curtis Le May Visit in 1944—Commander of the bombing campaigns against the Japanese in the Pacific theater.

C. Jimmy Van Huesen: “Come fly with me.”

- a. Born in Syracuse as Edward Babcock; used given name to act as test pilot for Lockheed in California flying P-38’s, C-60’s.



D. Wartime Contributions to Aerospace/Airplane related war effort

- a. “Total War” comes to Syracuse Industry: Easy Washer Company manufactures Anti-Aircraft weapons in their Syracuse Factory

E. “The Boys from Syracuse” 174th Tactical Fighter Wing of the New York Air National Guard

F. 21st Air Division / NORAD Region (SAGE), 4624th Support Squadron (ADC).

IV. Commercial Air Traffic: Hancock International Airport

A. Post-War expansion of air traffic and travel

- a. Civil Aeronautics Administration—Air travel becomes increasingly popular in post-war America. The CAA is government agency in control.
- b. Highlight Rep. Clarence E. Hancock, airport’s namesake and Congressman from the 35th/36th district
- c. 1949. Grand opening of Hancock Airport.

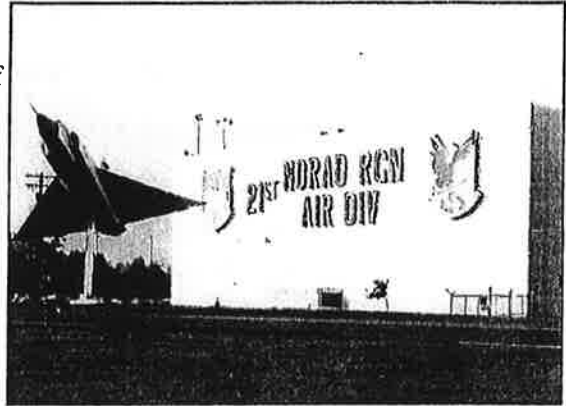


- d. History of carriers and routes: Highlight American.
- e. Syracuse China—developed a special product for American Airlines *Air-Lite* in 1948. It was designed to be incredibly durable and light-weight. This product was eventually used by several airlines during this era.

- B. Relationship between increasing popularity of air travel and need for parts/supplies—helps drive regional development—link growth of airport with growth of city

- 1. General Electric

- a. Creation of Electronics Park in 1947
 - b. Development and research of radar and air defense systems
 - c. Missile technology/Anti-missile technology



- C. Interstate 81 and Hancock Airport Expansion 1960's:

- D. Emergent technologies in Aviation/Aerospace Industry

- 1. Sensis (Syracuse Company)

- Air traffic control systems developed in central New York and now being used throughout country.

- 2. SAAB (Dewitt)

- Leader in innovative drone and unmanned flight technology.



Finance Committee Meeting Minutes
January 26, 2018

The meeting was called to order at 10:02 a.m. by Dr. Chin.

I. Roll Call

In attendance: Dr. Shiu-Kai Chin, Mr. John B. Johnson, Jr., Mr. Michael Lazar, Mr. William P. Fisher, Ms. Beth Rougeux, Mr. Patrick Mannion, Ms. Christina Callahan, Mr. Trent Amond, Ms. Maureen Fogarty, Mr. Brian Dorman, Ms. Linda Ryan

II. Thanking the Staff Members

Mr. Mannion thanked the employees of the Operations, Building Maintenance and Airfield Maintenance staff to let them know they do a remarkable job, how important their job is and how integral they are to the Airport's operation and safety. Ms. Callahan also thanked them for coming and expressed her sincere appreciation for all that they do.

III. Approval of Minutes from the Previous Meeting

A motion was made by Ms. Rougeux and seconded by Mr. Lazar to accept the October 17, 2017, Meeting Minutes.

The minutes were unanimously approved.

IV. Old Business:

Mr. Mannion suggested we go in executive session.

The Board unanimously approved the suggestion to go into executive session at 10:12.

The Board came out of executive session at 11:02, having taken no action.

V. New Business:

Mr. Fisher made a motion to recommend the following to the Board and Ms. Rougeux seconded the motion:

"The Syracuse Regional Airport Authority's Finance Committee recommends to the full Board that we authorize the Executive Director to enter into a contract with a Firm for an OSR (Owner's Site Representative) to expedite the tight timeline of the Terminal Improvement Project."

VI. Adjournment

Dr. Chin made a motion to adjourn the meeting at 11:08am and Mr. Fisher seconded the motion.

The meeting ended at 11:08 a.m.

January 18, 2018

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Christina R. Callahan, C.M.
Executive Director
Syracuse Regional Airport Authority
Syracuse Hancock International Airport
1000 Colonel Eileen Collins Boulevard
Syracuse, New York 13212

Dear Christina,

I write to follow up on our recent discussion in which I told you that I was consulting with counsel to determine if my, and my firm's, continued representation of the Authority might create a conflict of interest for my son, the new Mayor of the City of Syracuse.

The question arose because I serve as a government affairs counselor in the Washington, D.C. office of K&L Gates LLP, an international law firm. K&L Gates has represented the Authority since September, 2016, in an effort to develop the interest of airport authorities in Northern Ireland and the Republic of Ireland in allowing regularly scheduled flights to Syracuse from these jurisdictions. I am the principal K&L Gates LLP professional engaged in this effort.

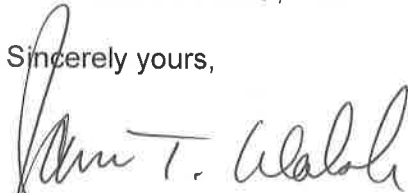
At the same time, my son, as Mayor, has the power to appoint a number of members of the Authority, and, over time, could appoint as many as seven of its eleven members.

After a careful review and consultation with my firm, we have decided that the appropriate step to take is to withdraw from representing the Authority. Please accept this letter as formal notice of the termination of our engagement, effective December 31, 2017.

The firm, and I personally, very much appreciate having had the opportunity to represent the Authority and continue to wish it every success in securing scheduled flight arrangements with Irish airports.

With heartfelt thanks, I am

Sincerely yours,



James T. Walsh