

**Syracuse Regional Airport Authority
Regular Meeting Agenda
Thursday, November 10, 2016, 12:00 p.m. – 2:00 p.m.
Syracuse Hancock International Airport
Board Room**

1. Roll Call (2 Minutes)
2. Reading and Approval of Minutes from the September 9, 2016 Regular Meeting (3 Min)
3. New Business Part 1 (10 Minutes)
 - Resolution Electing William P. Fisher as Vice Chair of the Board of the Syracuse Regional Airport Authority
 - Resolution Adopting the Syracuse Regional Airport Authority Rules and Regulations
 - Resolution Adopting the Syracuse Regional Airport Authority 2017 Board Meeting Schedule
 - Resolution Adopting Official Financial Disclosure Form of the Syracuse Regional Airport Authority
4. Signature Flight Presentation (20 Minutes)
5. Old Business (35 Minutes)
 - Executive Session
6. New Business Part 2 (10 Minutes)
 - Resolution Authorizing the Executive Director to Negotiate a Fixed Base Operator Agreement with Signature Flight
 - Resolution Authorizing the Executive Director to Enter Into a Reimbursement Agreement with the City of Syracuse
 - Resolution Approving Executive Director's 2016 Performance Review
7. Management Report/Presentation (30 Minutes)
8. Committee Reports (10 Minutes)
9. 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 September 9, 2016

Pursuant to notice duly given and posted, the regular meeting of the Syracuse Regional Airport Authority was called to order on Friday, September 9, 2016 @ 12:40 p.m. 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
Mr. William Fisher
Hon. Khalid Bey (via phone)
Ms. Beth Rougeux
Mr. John B. Johnson Jr.
Ms. Irene Scruton
Mr. Michael Shusda
Dr. Donna DeSiato

Members Absent:

Mr. Khalid Bey
Dr. Shiu-Kai Chin
Mr. Michael Quill
Mr. Bill Simmons

Also Present:

Ms. Christina Callahan
Mr. Trent Amond
Ms. Cheryl Herzog
Ms. Patty Jeschke
Ms. Linda Ryan
Mr. R. John Clark

Roll Call

As noted, all Board members were present, except for Mr. Khalid Bey, Dr. Shiu-Kai Chin, Mr. Bill Simmons and Mr. Quill

Reading and Approval of the Minutes

A motion was made by Ms. Scruton and seconded by Ms. Rougeux and was unanimously approved to accept the minutes from the July 1, 2016 meeting.

The motion was approved 7 ayes, 0 nays.

Executive Director's Report:

Ms. Callahan shared updates on the Strategic Plan that was presented last year. Ms. Callahan discussed completed objectives and gave updates on future objectives. No questions. Ms. Scruton asked if they could receive a copy of the presentation. Ms. Callahan shared that it is on the website. Chair Mannion thanked Ms. Callahan for presentation.

Chief Financial Officer's Report:

Mr. Amond highlighted three items:

- 1) The new jetbridge at Gate 1
- 2) The SRAA Rules and Regulations
- 3) The new Airport Use Agreement

There were no questions from the Board. Chair Mannion thanked Mr. Amond.

Resolutions:

- **Resolution Creating the Position of HR Manager** was moved by Mr. Johnson, seconded by Dr. DeSiato and was unanimously approved. Ms. Callahan discussed. Ms. Rougeux shared that the HR Committee thinks it is important to create this position.

There was no further discussion/questions regarding the resolution.

The resolution was adopted: 7 ayes, 0 nays

- **Resolution Appointing the Chair of the Governance Committee as Ethics Officer** was moved by Ms. Scruton, seconded by Mr. Fisher and unanimously approved. Ms. Callahan explained. Ms. Scruton shared Governance Committee felt this was best way to handle.

There was no further discussion regarding the resolution.

The resolution was adopted: 7 ayes, 0 nays

Executive Session: The members in attendance went in to Executive Session to discuss proposed, pending or current litigation; financial credit and employment history of a particular

person or corporations; and a proposed standard lease of real property by the Authority. It was noted that no formal action would be taken during the Executive Session. The motion was made by Ms. Scruton and seconded by Dr. DeSiato. Board members, Ms. Callahan, Mr. Amond and Mr. R. John Clark went into executive session at 1:05 p.m. Mr. Horth and Mr. Geitner of C&S stayed for initial part of Executive Session.

Executive session ended at 2:00. No action was taken.

Dr. DeSiato was excused after Executive Session.

- **Resolution Approving the SRAA's Participation in the Upstate Airport Revitalization Grant Application** was moved by Mr. Johnson, seconded by Mr. Shusda and unanimously approved. Chair Fisher stated the Board had discussion with counsel and CFO during Executive Session. There are no further questions.

The resolution was discussed in Executive Session.
There was no further discussion regarding the resolution.
The resolution was adopted: 6 ayes, 0 nays

New Business

Ms. Callahan reviewed the Board Member Evaluations. She highlighted a couple of items:

- a) Once a year chairs of all committees should meet with the Board Chair and the Executive Director to review & discuss initiatives & strategic direction for the year. Creates alignment.
- b) Schedule information session on airport related topics. Will resume next month.
- c) Return of committee reports, just bullet points reporting new/critical issues
- d) More comprehensive discussion regarding capital needs, and hear more about Advisory Board. Ms. Callahan shared that it is difficult to get the Advisory Board together quarterly. Ms. Callahan explained that they will try to re-engage them. Ms. Rougeux asked how the SRAA uses the Advisory Board. Ms. Callahan stated the SRAA has identified the areas that they could help with, such as MWBE, job opportunities, and contract opportunities. She has asked them to schedule meetings in their counties with business Chambers and other organizations that can help us get that message across.
- e) Mr. Johnson asked about the E-Z pass system for the parking garage. Ms. Sweetland explained how it will be set up and it should be coming in the near future.

Adjournment

A motion was made by Ms. Rougeux and seconded by Ms. Scruton to adjourn the meeting.

The motion was approved: 6 ayes, 0 nays

The meeting was adjourned at 2:10 p.m.

RESOLUTION

2016

**Resolution Electing William
P. Fisher as Vice Chair of the
Board of the Syracuse
Regional Airport Authority**

**RESOLUTION ELECTING WILLIAM FISHER
AS VICE-CHAIR OF THE BOARD OF THE SYRACUSE REGIONAL
AIRPORT AUTHORITY**

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

WHEREAS, effective September 9, 2016 Vice-Chair of the Authority Board, Patrick Mannion, was appointed as the new Chair of the Board;

WHEREAS, the Board wishes to fill the vacancy in the Vice-Chair position on the Board resulting from such appointment and Section 4.4 of the Organizational By-Laws of the Authority grants the Authority the power to elect by ballot, the Vice-Chair of the Authority;

WHEREAS, at its regular meeting of the Board held on November 10, the members of the Board Development Committee recommended to the Board that Board member William Fisher be elected to fill the Vice-Chair position, and at such meeting an election (ballot requirement waived upon consent of all members present) to fill the Vice-Chair position was conducted by the members of the Board.

NOW, THEREFORE, after due deliberation having been had thereon;

BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby elects by a majority vote Board Member William Fisher as Vice-Chair of the Authority, effective immediately, for a term expiring with that of the current Chair, unless further extended by the Board.

Vote: Ayes ___ **Nays:** ___ **Abstentions:** ___.

Signed: _____.
Secretary

Resolution Adopted Date: November 10, 2016.

RESOLUTION

2016

**Resolution Adopting Rules
and Regulations of the
Syracuse Regional Airport
Authority**

Resolution No.

2016

**RESOLUTION ADOPTING RULES AND REGULATIONS
OF THE SYRACUSE REGIONAL AIRPORT AUTHORITY**

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, pursuant to the terms of an Airport Lease Agreement between the City of Syracuse, New York and the Authority dated November 25, 2013 and related agreements between such parties and the issuance of an Operating Certificate to the Authority by the Federal Aviation Administration (“FAA”) effective March 1, 2014, (collectively the “Enabling Agreements”) the Authority is responsible for the operation and management of the Syracuse Hancock International Airport (the “Airport”); and

WHEREAS, since the time the Authority received its Operating Certificate, Authority management has undertaken a review of various rules, regulations and policies in effect at the Airport which had been adopted and administered by the City, and has determined that the Authority should adopt its own rules and regulations regarding its operation of the Airport pursuant to the Enabling Act and the Enabling Agreements; and

WHEREAS, draft Rules and Regulations have been prepared by Authority management and previously presented to and reviewed by the Governance Committee at its August 4, 2016 meeting, and the Governance Committee voted to recommend the adoption of the draft Rules and Regulations by the full Board; and

WHEREAS, Authority management has advised the Board that such draft Rules and Regulations were posted on the Authority's website for public comment and all Airport tenants notified of such posting and no comments to the draft Rules and Regulations were received, and

WHEREAS, the adoption in final form of the draft Rules and Regulations draft will further the Authority's purposes under the Enabling Act of promoting safe, secure, efficient and economical air transportation in the central New York region.

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

RESOLVED, by the Board of the Syracuse Regional Airport Authority that the draft Rules and Regulations are hereby adopted as the official Rules and Regulations of the Authority at the Syracuse Hancock International Airport, in the form as annexed hereto at Exhibit A, to be effective upon compliance with the applicable provisions of the New York State Executive Law, Administrative Procedures Act, and such other procedures and/or provisions of law as applicable; and be it further

RESOLVED, that in the event that Authority management determines that revisions to Rules and Regulations are necessary and/or appropriate in the future, that the Executive Director, with the advice of counsel to the Authority, is further authorized to amend such Rules and Regulations as may be in the best interests of the Authority and consistent with applicable law.

Resolution Adopted Date: November __, 2016

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary



Rules and Regulations

Syracuse Regional Airport Authority

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(315) 454-3263
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v3, DRAFT, 2016-11-10

21 NYCRR IV Part 176

176.1 INTRODUCTION

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- (c) Governing Body
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176.3 GENERAL RULES AND REGULATIONS

- (a). Access To, Entry Upon, or Use of the Airports
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- (d) Signage and Advertisements
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- (f) Abandoned, Derelict, or Lost Property
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- (a) Activities Covered by these Regulations
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176.5 SECURITY

- (a) Security
- (b) Weapons and Explosives
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176.7 VEHICLE RULES AND REGULATIONS

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176.10 AVIATION FUELING

- (a) General
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- (a) General
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INCORPORATED BY REFERENCE

- A. Minimum Standards for Aeronautical Services at Syracuse International Airport
- B. Rules and Regulations for Commercial Ground Transportation Operations at Syracuse International Airport
- C. Joint Use Agreement (174th ANG)

APPENDICES

- A. Airport Property Map

v3, Draft, 2016-11-10
Subject to continuing legal review

- B. Airport Layout Plan
- C. Application for Permits to Solicit, Distribute Information, or Demonstrate
- D. Permit Process for Physical Improvements
- E. Authority Representatives Authorized to Enforce These Regulations

176.1 INTRODUCTION

(a) Purpose

The purpose of these Rules and Regulations is to protect the public health, safety, interest, and general welfare of all users of the Syracuse International Airport (SYR) and to regulate any activity or action which would interfere with the safe, orderly, and efficient use of the Airport.

(b) Applicability

These Rules and Regulations apply to the Syracuse International Airport, which consists of the property shown in the Airport's "Airport Property Map," and laid out according to the Airport's "Airport Layout Plan."

(c) Governing Body

The Syracuse International Airport is owned by the City of Syracuse ("City") and operated by the Syracuse Regional Airport Authority ("Authority") and governed by and through the Board of the Authority ("Board"). Under its enabling legislation [Chapter 463 of the Laws of 2011 (Title 34 of the Public Authorities Law of the State of New York)], and its lease from the City, the power to: (1) grant the occupancy, use or development of land and Improvements at the Airport, (2) grant the right to engage in any Commercial Aeronautical Activity at the Airport, and (3) approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto, including these Rules and Regulations, is expressly reserved to the Authority.

(d). Airport Management

- (1) The Executive Director is responsible for the operation, management, maintenance, and security of the Airport and all Authority operated land, infrastructure, Improvements, Vehicles, and equipment.
 - (i) The Executive Director shall at all times have authority to take such action as may be necessary to safeguard the people in attendance at, or using, the Airport and to maintain and enforce all of these Rules and Regulations.
- (2) The Board has authorized and directed the Executive Director to interpret, administer, and enforce Agreements and these Rules and Regulations.
- (3) All official inquiries regarding these Rules and Regulations or compliance therewith should be directed to the Executive Director.

(e) Authority to Adopt and Revise

- (1) These Rules and Regulations are promulgated in accordance with §2799-hhh(4) of the NY Public Authority Law, which grants the Authority the power to establish "such schedules and standards of operations and such other rules and regulations . . . as it may deem necessary, convenient or desirable for the use . . . of any services operated or managed by the authority."
- (2) These Rules and Regulations may be revised by the Board, or the authority to revise may be delegated, in whole or in part, to the Executive Director.

(f). Definitions

All defined words herein are capitalized throughout these Rules and Regulations and defined in Part 176.2 Definitions.

(g) Airport Sponsor Assurances

As set forth by the Federal Aviation Administration (FAA), by way of the Airport Sponsor Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activities on reasonable terms and without unjust discrimination.

(h) Effective Date

These Rules and Regulations shall be in effect and shall remain in effect, unless repealed by the Authority, from the date of adoption by the Board.

(i) Compliance with Regulatory Measures and Agreements

All Entities occupying, using, or developing Authority land or Improvements or engaging in an Aeronautical Activity shall comply, at the Entity's cost and expense, with all applicable Regulatory Measures including those of federal, state, and, to the extent not superseded or displaced by these Rules and Regulations, of local governments and any other Agency having appropriate jurisdiction over the Airport, Entities operating at the Airport, and the activities occurring at the Airport.

(j) Conflicting Regulatory Measures and Agreements

If a provision of these Rules and Regulations is found to be in conflict with any provision of any applicable Regulatory Measure or Agreement (if provided for in the Agreement), the provision that establishes the higher or stricter rule or regulation shall prevail to the extent permitted by law.

(k) Prior Regulatory Measures Superseded

Per NY Public Authorities Law §2799-hhh(4), in the case of any conflict between any rule and regulation issued by the Authority pursuant to Part 176.1(e) and any local law, local ordinance, local rule or local regulation, such rule or regulation of the Authority shall prevail.

(l) Severability

If one or more clauses, sections, or provisions of these Rules and Regulations shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Rules and Regulations.

(m) Subordination

These Rules and Regulations are subject and subordinate to the provisions of any agreements between the Authority and the State of New York or the United States Government pertaining to the planning, development, operation, and management of the Airport and are specifically subordinated to, and shall be construed in accordance with, the Airport Sponsor Assurances.

(n) Notices, Requests for Approval, Applications, and Other Filings

Any notice, request for approval, application, or other filing required or permitted to be given or filed with the Authority shall be in writing and directed to the Executive Director. Any notice or communication required or permitted to be given or filed with any existing or prospective Lessee, Sub-lessee, Operator, Permittee, or user pursuant to these Rules and Regulations shall be in writing, signed by the Entity giving such notice. All notices or other communications shall be hand delivered or sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), electronic mail (confirmed by dated and signed receipt), and shall be deemed effective when actually received by the Authority or the Entity at its principal place of business or such other address as may have been provided to the other party in writing from time to time.

(o) Amendments

- (1) To the extent such authority has been delegated by the Board, these Rules and Regulations may be supplemented, amended, or modified in writing from time to time and in such a manner and to such extent as is deemed appropriate by the Executive Director.
- (2) The Authority, as is deemed appropriate, may issue specific rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time.

(p) Variance or Exemption

- (1) Requests for variances or exemptions shall be submitted in writing to the Executive Director and must include the following:
 - (i) The specific provision of these Rules and Regulations for which the variance or exemption is sought;
 - (ii) Describe the proposed variance or exemption;
 - (iii) State the reason for the proposed variance or exemption;
 - (iv) Identify the anticipated impact on the Authority and the Airport, as well as other Entities, Users and the public; and
 - (v) Identify the duration of the proposed variance or exemption.
- (2) Each variance or exemption shall be requested and approved (or denied) separately.
- (3) The Authority has the right, but is not obligated, to approve variances or exemptions to these Rules and Regulations when a specific clause, section, or provision may not be justified in a particular case because of special conditions or unique circumstances.
- (4) Prior to approving or denying variances or exemptions, the Authority shall conduct a review of all relevant information to include those items described in Part 176.1(q) of these Rules and Regulations as well as any other information that may be requested or required by the Authority.
- (5) Authority approval or denial of a variance or exemption shall be provided in writing.
 - (i) If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
 - (ii) Authority approval of a variance or exemption shall not serve to supplement, amend, or modify these Rules and Regulations.

- (iii) Requests for variance or exemption can be denied in accordance with Part 176.1(r) of these Rules and Regulations.

(g) Possible Grounds for Rejecting Proposal, Application, or Variance

- (1) In the sole opinion of the Authority, any Entity's proposal, request for variance or exemption, or any application may be rejected for any one or more of the following:
 - (i) The Entity, for any reason, does not fully meet the qualifications, standards, and requirements established by the Authority.
 - (ii) The proposed use of the Airport will create a safety or security hazard.
 - (iii) The Authority would be required to expend funds and/or supply labor and/or materials in connection with the proposed use of the Airport that the Authority is unwilling and/or unable to spend and/or result in a financial loss or hardship to the Authority.
 - (iv) The proposed use of the Airport may result in a financial loss or hardship to the Authority.
 - (v) No appropriate, adequate, or available land and/or Improvement exists to accommodate the proposed use of the Airport (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable period of time.
 - (vi) The proposed use of the Airport does not comply with the Master Plan or Airport Layout Plan (ALP) currently in effect or anticipated to be in effect within the period of time proposed.
 - (vii) The proposed use of the Airport will result in congestion of Aircraft, unduly interfere with activities of any existing Lessee, Sublessee, Operator, Permittee, or User and/or prevent adequate access to the Leased Premises of any existing Lessee or Sublessee, in the sole discretion of the Authority.
 - (viii) The Entity has intentionally or unintentionally misrepresented or omitted a material fact in a proposal, on an application, and/or in supporting documentation.
 - (ix) The Entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
 - (x) The Entity or an officer, director, agent, representative, shareholder, or Employee of the Entity has a record of violating the Regulatory Measures of the Authority, any other airport sponsor, the FAA, or any other Regulatory Measure applicable to the Airport and/or the Entity's proposed use of the Airport.
 - (xi) The Entity or an officer, director, agent, representative, shareholder, or Employee of the Entity has ever defaulted in the performance of any Agreement with the Authority or at any other airport.
 - (xii) The Entity does not demonstrate adequate financial capacity or responsibility to undertake the proposed use of the Airport.
 - (xiii) The Entity cannot obtain a bond or insurance in the type and amounts required by the Authority for the proposed use of the Airport.
 - (xiv) The Entity or an officer, director, or shareholder has been convicted of a felony.
 - (xv) The Entity's proposed use of the Airport has been or could be detrimental to the Authority, the Airport(s), the Lessees, Sublessees, Operators, Permittees, or Users at the Airport, or the public.
 - (xvi) The Entity seeks terms and conditions which are inconsistent with the Authority's

policies as stated in any request for qualifications and/or proposals issued by the Authority.

- (xvii) The Entity's interests and/or the proposed use of the Airport are inconsistent with the Authority's mission, vision, values, goals, or objectives, the best interest of the Authority, or Airport Sponsor Assurances.

(r) Applicability

These Rules and Regulations specify the rules and regulations for use of the Airport that must be met by all Lessees, Sub-lessees, Operators, Permittees, and Users.

(s) Distribution

- (1) These Rules and Regulations shall be available via the Authority's website. Lessees and Sub-lessees controlling exclusive Leased Premises shall be responsible for distribution of these Rules and Regulations to their employees, Sub-lessees, contractors, subcontractors, and visitors.
- (2) Special notices, advisories, or directives of an urgent or short-term operational nature shall be issued by the Authority.
- (i) If appropriate and necessary, these special notices, advisories, or directives will be incorporated into these Rules and Regulations upon revision.

(t) Appeals

- (1) An Entity aggrieved by a decision of the Authority may appeal such decision to the Executive Director.
- (2) The Entity shall submit all appeals from a decision of the Authority in writing, to the Executive Director within 10 calendar days of the occurrence allegedly giving rise to the appeal. Any appeal not timely submitted to the Executive Director will not be considered.
- (3) The Executive Director shall respond to such written appeal within a reasonable time by either:
- (i) Making a written determination with respect to the appeal, and either granting or denying said appeal in whole or in part; or
- (ii) Making a written request for additional information, which should be provided by the Entity within the time frame set forth in the request. If the additional information is not provided by the Entity within the time specified, the appeal shall be deemed denied.
- (4) If requested by the Executive Director, a meeting may be held. If such a meeting is held, the Executive Director shall have a reasonable time following the meeting to make a written determination.
- (5) If Lessee, Operator, or Permittee has filed a dispute, the Lessee, Operator, or Permittee shall diligently continue performance of its Agreement with the Authority, including but not limited to the payment of all fees, while the appeal is pending, and regardless of the outcome of such appeal

(u) Rights and Privileges Reserved

In addition to the following enumerated reserved rights and privileges, the Authority reserves all the rights and privileges outlined under applicable Regulatory Measures

and the Airport Sponsor Assurances as such rights and privileges may be amended from time to time.

- (1) The Authority reserves the right for the use of the Airport by other Entities who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
- (2) The Authority reserves the right to designate specific areas for activities in accordance with the currently adopted ALP, as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, secure, orderly, and efficient use of the Airports.
- (3) It is the policy of the Authority that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is objectionable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, secure, orderly, or efficient development or use of the Airports. Nothing contained in these Rules and Regulations shall require or obligate the Authority to apply to the FAA for approval of the revision of the ALP on behalf of a prospective Lessee, Sub-lessee, Operator, or Permittee.
- (4) The Authority reserves the right to develop the Airport and make any Airport Improvements and/or repairs that it deems necessary. Except in cases determined by the Authority to constitute an emergency, the Authority will provide advance notice of the date and time to impacted Entities that such development, Improvements, and/or repairs will be made. The Authority shall not be obligated to reimburse or compensate any Lessee, Sub-lessee, Operator, or Permittee, or any other Entity for any cost and/or expense incurred, loss of revenue, or inconvenience that may result from such development, Improvement, and/or repair.
- (5) The Authority reserves the right to prohibit any Entity from using the Airport, engaging in activities at the Airport, and/or revoke or suspend any privileges granted to any Lessee, Sub-lessee, Operator, Permittee, or User upon determination by the Authority that such Lessee, Sub-lessee, Operator, Permittee, or User has not complied with these Rules and Regulations, or has otherwise jeopardized the safety or security of Entities or the land and/or Improvements located at the Airport.
- (6) The Authority reserves the right to lease the Airport or portions thereof during war or national emergency to the United States Government for military use.
- (7) The Authority is under no obligation to provide financing and/or make any enhancements to land and/or Improvements to facilitate any development or consummate any proposed Agreement.
 - (i) The Authority is under no obligation to:
 - (A) pursue federal, state, or other funds to contribute to such development or
 - (B) provide matching funds if required to secure such funding.
- (8) The Authority reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest(s) of the Authority in preserving and protecting the assets of the Authority, protecting the safety and security of the people who work at and use the Airports, and maintaining the integrity of the Authority's mission, vision, values, goals, or objectives.

176.2 DEFINITIONS

Defined words shall be construed as defined unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

(a) Abandoned Property (other than Aircraft or Vehicles). Any Property left on the Airport for 48 hours without the owner moving or claiming it.

(b) Abandoned Vehicle. Any Vehicle that has remained stationary at the Airport in excess of 30 days, and/or is in a condition that would render the Vehicle non-drivable, including expired license plates, missing tire, and/or broken window, without notice to the appropriate Airport department.

(c) Accident. A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or equipment by a person which results in personal injury or death to such person or some other person or which results in property damage.

(d) Advisory Circular (or AC). A document issued by the FAA to help explain the intent of a Regulatory Measure, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related Regulatory Measure, as may be amended from time to time.

(e) Aeronautical Service(s) (or Service(s)). Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical activity, or which contributes to or is required for the safety of such operations because of their direct relationship to the operation of Aircraft or the Airport, can appropriately be regarded as an Aeronautical Service.

(f) Agency. Any federal, state, or local governmental entity, unit, organization, or authority.

(g) Agreement. Any written contract (e.g., lease agreement, Sublease agreement, Permit, etc.) enforceable by law, entered into by the Authority, or for which the Authority's consent has been given, granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing the conduct of certain activities or uses of the Airport.

(h) Air Carrier. An Entity engaged in the business of scheduled or non-scheduled Commercial transportation by air of persons, property, or mail.

(i) Air Operations Area (or AOA). A portion of the Airport that includes Aircraft Movement Areas, Aprons, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures; generally, any area within the

perimeter fence.

- (j) Air Traffic Control (or ATC). A service operated by appropriate authority to promote the safe, secure, orderly, and expeditious flow of air traffic or a service operated by appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the surface of the Airport.
- (k) Aircraft. A device that is used or intended to be used for flight in the air.
- (l) Aircraft Maintenance. The repair, maintenance, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe and powerplant, as described in 14 CFR Part 43.
- (m) Aircraft Operator. An Entity who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control as Owner, lessee, or otherwise, for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of the Airport.
- (n) Aircraft and Passenger Liability. An insurance policy to cover liability to include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.
- (o) Airport. All land, Improvements, and appurtenances within the legal boundaries as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified at Syracuse International Airport (SYR).
- (p) Airport Layout Plan (or ALP). The currently approved drawing depicting the physical layout of an airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc.
- (q) Airport Operations Control Center (or AOCC). The control center for the Airport Operations Department.
- (r) Airport Operations Department. Personnel who are responsible for maintaining the safety and regulatory compliance of the Airport.
- (s) Airport Sponsor Assurances. Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property and those contractual obligations which comprise the State of New York Aviation Program Assurances, as may be amended from time to time.
- (t) Airside. The Runways for landing and taking off of Aircraft, designated helipads, Taxiways and Taxilanes for ground movement of Aircraft, and Aprons for parking, loading, unloading, Fuel Handling, and servicing of Aircraft.

(u) Apron. Those owned, leased, or managed Paved areas within the Movement Area and Non-Movement Area designated by the Authority for the loading or unloading of passengers or cargo or the servicing and/or Parking of Aircraft.

(v) Avgas (or Aviation Gasoline). Fuel commonly utilized to power piston-engine Aircraft.

(w) Based Aircraft. Any Aircraft with an assigned Tiedown or Hangar space whose Owner or Aircraft Operator is utilizing the Airport as a base of operation.

(x) Board. The governing body of the Authority consisting of eleven members who are appointed pursuant to NY Public Authorities Law §2799-ddd.

(y) Cargo. Anything transported for hire in an aircraft, excepting human beings.

(z) Certificates of Insurance. A certificate provided by and executed by a Permittee's insurance company evidencing the insurance coverages of the Permittee.

(aa) Code of Federal Regulations (or CFR). The codification of the general and permanent rules published in the United States Government Federal Register by the executive departments and agencies of the United States Government, divided into 50 titles that represent broad areas subject to federal regulation, updated once each calendar year and issued quarterly.

(ab) Commercial. An activity undertaken with the intent to generate and/or secure earnings, income, or Compensation (including exchange or barter of goods and services), and/or profit, whether or not such intents are accomplished.

(ac) Commercial General Liability. An insurance policy that covers liability for damages due to bodily injury, personal injury, Property damage, contractual liability, aviation related products and completed operations and if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or activities of the Entity.

(ad) Commercial Filming. Includes still, motion, or sound motion pictures or voice recordings for Commercial purposes.

(ae) Common Use Gates. Includes all gates which provide access to the AOA which are not preferentially under control of any tenant and/or lessee or any other person.

(af) Compensation. Any form of reimbursement for goods or services such as monetary, exchange, barter, favors, gratuity, etc.

(ag) Department of Homeland Security (or DHS). A single, integrated executive department (combining federal, state, and local responsibilities) of the United States Government focused on protecting the American people and their homeland. It was

established by the Homeland Security Act of 2002.

(ah) Department of Transportation (or DOT). The Cabinet department of the United States Government concerned with transportation. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967.

(ai) Derelict. Property that is in poor condition as a result of disuse or neglect.

(aj) Emergency Vehicle. Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle transporting an Authority official or employee in response to an official emergency call.

(ak) Employee(s). Any individual employed by an Entity which collects and pays all associated taxes on behalf of Employee. The determination of status between Employee and contractor shall be made according to the current Internal Revenue Service standards.

(al) Entity (or Entities). Includes a person; persons; firm; partnership; limited liability partnership or corporation; Agency; unincorporated proprietorship, association, or group; or corporation other than the Authority, and includes any trustee, receiver, assignee, or other similar representatives.

(am) Environmental Liability. An insurance policy to cover liability to include bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution, and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises and/or the Airport.

(an) Environmental Protection Agency (or EPA). The Agency within the United States Government that has the responsibility for enforcing the environmental regulations or laws enacted by Congress. It was established by an act of Congress on December 2, 1970.

(ao) Exclusive Area Agreement (or EAA). An agreement between the Authority and one or more air carriers or FAA approved party by which the air carrier(s) or FAA approved party assumes exclusive security responsibility for a clearly defined part of the Airport, pursuant to applicable FAA regulations.

(ap) Executive Director. The Executive Director of the Authority or such other person as the Executive Director may designate.

(aq) Federal Aviation Administration (or FAA). The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

(ar) Fence Barrier. Includes all wire fencing, Airport buildings, masonry barriers, and/or

any such structure that now or shall in the future enclose Airport property which has direct access to the AOA.

(as) Fence Barrier Opening. Includes all openings controlled by gates and/or doors that are part of the Fence Barrier (i.e. wire gates both pedestrian and vehicular) and all doors located on or within buildings that form part of the barrier and open onto the AOA.

(at) Fire Department. Syracuse Fire Department, Station 4, Aircraft Rescue and Fire Fighting (ARFF), which is responsible for firefighting at the Airports.

(au) Fixed Base Operator (or FBO). A Commercial Operator engaged in the sale of products and services and/or subleasing of facilities to Aircraft Operators and Specialized Aviation Service Operators (SASOs) as further defined in the Minimum Standards.

(av) Fuel. Any substance (solid, liquid, or gas) used to operate any engine in Aircraft, Vehicles, or equipment.

(aw) Fuel Handling. The transporting, delivering, fueling, defueling, dispensing, or draining of Fuel or Fuel waste products.

(ax) General Aviation. All aviation with exception of scheduled air carrier (including passengers and cargo) and government. General Aviation Aircraft are utilized for Commercial and Non-Commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial, agricultural, special purpose, and instructional.

(ay) Ground Transportation Services. Providing transportation of a passenger by any vehicle, including a taxi cab, limousine, van or bus, in any business, trade or commercial transaction.

(az) Hangar. Any fully or partially enclosed storage facility for an Aircraft.

(ba) Hangar Keeper's Liability. An insurance policy that covers liability to include Property damage for all non-owned Aircraft under the care, custody, and control of Operator.

(bb) Hazardous Materials. A substance, item, or agent (biological, chemical, physical) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

(bc) Improvements. Any item constructed, installed, or placed on, under, or above any land on the Airport. Examples include buildings, structures, facilities, pavement, fencing, gates, landscaping, etc.

(bd) Immediate Family. One's parents, siblings, spouse, and children.

(be) Jet Fuel. Fuel commonly utilized to power turbine-engine (Turboprop and Turbojet) Aircraft.

(bf) Landside. All Airport operations outside of the Air Operations Area (AOA).

(bg) Law Enforcement Officer. A public-sector employee or agent charged with upholding the peace, who is empowered to effect an arrest with or without warrant, and who is authorized to carry a firearm in the performance of that person's duties.

(bh) Leased Premises. The land and/or Improvements used exclusively under Agreement by a Lessee or Sub-lessee for the conduct of the Lessee's or Sub-lessee's activities.

(bi) Leasehold Development Standards. The criteria set forth by the Authority to guide the development and improvement of Leased Premises, as may be amended from time to time.

(bj) Lessee. An Entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements and engage in activities.

(bk) Light Aircraft. Aircraft having a maximum takeoff weight of 12,500 pounds or less.

(bl) Loitering. Remaining in an area for no obvious reason or not being able to give a satisfactory explanation of one's presence in an area.

(bm) Master Plan. An assembly of appropriate documents and drawings covering the development of an airport from a physical, economic, social, and political jurisdictional perspective, adopted by the Authority. The Master Plan forecasts, selection of critical aircraft, and ALP are part of the Master Plan and are approved or conditionally approved by the FAA.

(bn) Master Site Development Plan. A comprehensive plan that provides strategies for marketing, financing, and developing future aviation and non-aviation developments within an airport's boundaries. This plan addresses existing and future transportation linkages, multi-modal opportunities, building uses, building configurations, building areas and densities, road networks, wetlands and topography, utilities infrastructure, and regulatory and environmental considerations in an effort to create a realistic vision of an airport's potential with proper long-term developmental planning.

(bo) Minimum Standards. Those qualifications, standards, and criteria set forth by the Authority as the minimum requirements to be met as a condition for the right to engage in Commercial Aeronautical Activities at the Airport, as may be amended from time to time.

(bp) Movement Area. The Runways, Taxiways, and other areas which are utilized for taxiing, hover taxiing, takeoff, and landing of Aircraft, exclusive of Aprons. It includes all

areas under the direct and positive control of ATC (when in existence or operation). Specific approval for entry onto the movement area must be obtained from ATC.

(bq) National Fire Protection Association (or NFPA). All codes, standards, and rules contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

(br) Non-Commercial. Not for the purpose of securing earnings, income, Compensation (including exchange or barter of goods and services), and/or profit.

(bs) Non-Movement Area. Those portions of an airport where Aircraft are taxied or moved without entering or crossing a parallel Taxiway or Runway consistent with the Letter of Agreement with ATC (if applicable).

(bt) Notice To Airmen (or NOTAM). Guidelines regarding aeronautical operations issued by a representative of the FAA, the Airport Operations, ATC, or other authorized Agency.

(bu) Object Free Area (or OFA). An area on the ground centered on a Runway, Taxiway, or Taxilane centerline provided to enhance the safety of Aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigation or Aircraft ground maneuvering purposes.

(bv) Operator. An Entity that has entered into an Agreement to engage in Commercial Aeronautical Activities.

(bw) Owner. The Entity who has legal title or right to that which is owned.

(bx) Passenger Terminal. The building at Syracuse International Airport where the passenger processes of ticketing, baggage check-in, security screening, Aircraft boarding, baggage claim, customs, and immigration are accomplished.

(by) Paved. Covered with asphalt or concrete that forms a firm level surface.

(bz) Permit. A license issued by the Authority to an Entity authorizing conduct of certain activities or uses at the Airport(s).

(ca) Permittee. An Entity who has a Permit to engage in a specific Commercial or Non-Commercial activity, within the confines of the Permit.

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

(cc) Private Vehicle. Any Vehicle operated for transportation of persons or baggage for

which no revenue is being derived either directly or indirectly.

(cd) Property. Any tangible or intangible possession that is owned by an Entity.

(ce) Public Areas. Those areas normally used by the general population. Such areas include viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. Public areas do not include the areas leased by Commercial businesses unless such businesses so designate certain areas as public use areas. Public areas do not include Restricted Areas, or employee parking lots.

(cf) Readily Available. Conveniently located, in close proximity, and accessible, but not necessarily located on the Leased Premises.

(cg) Refueling Vehicle. Any Vehicle or equipment used for Fuel Handling.

(ch) Regulatory Measures. Federal, state, and to the extent not preempted or in conflict with these Rules and Regulations local, and Authority, laws, codes, ordinances, policies, resolutions, directives, rules, and regulations, Minimum Standards for Aeronautical Services including, without limitation, those of the DOT, FAA, TSA, EPA, DHS, and NFPA; all as may be in existence, hereafter enacted, and amended from time to time.

(ci) Restricted Area. Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel (pursuant to applicable Regulatory Measures) including but not limited to: the AOA, Runways, Taxiways, Taxilanes, and fire lanes, maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with signage.

(cj) Rules and Regulations. The rules and regulations set forth by the Authority for the safe, secure, orderly, and efficient use of the Airport, as may be amended from time to time.

(ck) Runup. Aircraft engine operation above normal idle power for purposes other than initiating or sustaining taxiing or takeoff.

(cl) Runway. An area developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

(cm) Safety Management System (or SMS). The formal, top-down business approach to managing safety risk, which includes a systemic approach to managing safety, including the necessary organizational structures, accountabilities, policies and procedures

(cn) Security Identification Area (or SIDA). Any area identified by the Authority as requiring continuous display of an Airport Identification Badge, or an escort by a person authorized to provide escort in such areas.

- (co) Self-Fueling. The fueling of an Aircraft by the Aircraft Owner, or the Owner's Employee, using the Owner's Vehicles, equipment, and resources.
- (cp) Self-Service. The servicing of an Aircraft by the Aircraft Owner or the Owner's Employee, using the Owner's Vehicles, equipment, and resources.
- (cq) Specialized Aviation Service Operator (or SASO). As defined in the Airport's Minimum Standards for Aeronautical Services.
- (cr) Spill Prevention, Control, and Countermeasures Plan (or SPCC). A written contingency plan defined by the EPA that covers procedures, points of contact, the chain of command, and individual responsibilities for preventing and controlling spills.
- (cs) Standard Operating Procedures (or SOP). Written instructions which describe procedures designed to achieve uniformity when performing a specific function.
- (ct) Sterile Area. The area in the Passenger Terminal beyond the security screening checkpoint(s).
- (cu) Storm Water Pollution Prevention Plan (or SWPPP). The Authority's plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.
- (cv) Sublease. An agreement entered into by an Entity with a Lessee that transfers rights or interests in the Lessee's Leased Premises and is enforceable by law.
- (cw) Sub-lessee. An Entity that has entered into a Sublease with a Lessee.
- (cx) Syracuse Regional Airport Authority (or Authority). Manager of the Syracuse International Airport which is governed by the Board of the Authority. The Syracuse Regional Airport Authority was established pursuant to Chapter 463 of the Laws of 2011 (Title 34 of the Public Authorities Law of the State of New York).
- (cy) Taxilane. The portion of the Aircraft parking area used for access between Taxiways and Aprons which is not considered Movement Area.
- (cz) Taxiway. A defined path, usually Paved, over which Aircraft can taxi from one part of an Airport to another (excluding the Runway) which is considered Movement Area.
- (da) Tiedown. An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable Tiedown points and equipment to facilitate Aircraft Tiedown are located.
- (db) Through-the-Fence. Having direct access to the Airport's Runways and Taxiways from private property located contiguous to the Airport. Through-the-fence Operators

and Permittees, while being located off-Airport property, have access to the airport's Runway and Taxiway system.

(dc) Transient Aircraft. Any Aircraft utilizing the airport for occasional transient purposes that is not based at the airport.

(dd) Transportation Security Administration (or TSA). The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure air travel. It was established by the Aviation and Transportation Act, passed on November 19, 2001.

(de) Users. Lessees', Sub-lessees', Operators' and Permittees' employees, sub-lessees, contractors, subcontractors, and visitors and all other Entities that use the Airports.

(df) Vehicle. Any device that is capable of moving itself, or being moved, from place to place upon wheels, but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

(dg) Vehicle Operator. Any person who is in actual physical control of a Vehicle.

(dh) Vehicular Liability or Business Automobile Liability. An insurance policy that covers liability to include bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

176.3 GENERAL RULES AND REGULATIONS

(a) Access To, Entry Upon, or Use of the Airport

- (1) Access to or entry upon the Airport shall be made only at locations designated by the Authority.
- (2) Any permission granted directly or indirectly, expressed or implied, to any person to enter upon or use the Airport is conditioned upon:
 - (i) full and complete assumption of responsibility by any person taking advantage of such permission, and
 - (ii) full and complete compliance with these Rules and Regulations.
- (3) The arrival or departure of an Aircraft at an Airport shall constitute an agreement by the Aircraft Owner, the Aircraft Operator, Aircraft crew members, and Aircraft passengers to fully comply with these Rules and Regulations.
- (4) Any person accessing, entering upon, or using the Airport shall defend, indemnify, save, protect, and hold harmless the Authority and the Board, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers from any and all claims, demands, damages, fines, obligations, suits, judgments, penalties, causes of action, losses, liabilities, administrative proceedings, arbitration, or costs arising from or related to the person's activities at the Airport and/or the manner in which the Airport is constructed, maintained, operated, managed, or used.
- (5) Any person accessing, entering upon, or using the Airport shall be fully and completely responsible for their actions and all actions of any person to whom they provide or facilitate access to, entering upon, or use of the Airport, whether directly or indirectly, express or implied.

(b) Aeronautical Services

- (1) Any Entity engaging in Aeronautical Services must fully comply with the Minimum Standards for Aeronautical Services issued by the Authority.
- (2) Any Entity basing an Aircraft at the Airport shall not permit said Aircraft to be used for a Commercial Aeronautical Activity unless such Commercial Aeronautical Activity is expressly authorized by Agreement.
 - (i) Notwithstanding the foregoing, such Aircraft may be used by the Aircraft Owner for the purpose of training or otherwise maintaining or increasing the flying proficiency of the Aircraft Owner or members of the Aircraft Owner's Immediate Family.

(c) Accidents

- 1) In the event of an emergency, call "9-1-1." Otherwise, any person involved in or witnessing an Accident involving person(s) or damage to Property shall immediately call the SRAA Uniformed Security Office. Such person shall remain at the scene and respond to the inquiries of (and provide the information requested by) the Authority, Law Enforcement Officers, Fire Department personnel, and/or investigative personnel.
 - (i) No person shall tamper with an Accident scene or fail to comply with any directive issued by the Authority, a Law Enforcement Officer, Fire Department personnel, or any other Agency having jurisdiction over the Accident scene.
 - (ii) Unauthorized entry to the AOA to gain access to an Accident scene is prohibited.

(d) Signage and Advertisements

- (1) Signage must be consistent with the terms of an Authority-issued lease, license, or permit.
- (2) Advertisements, notices, circulars, and/or handbills may not be posted, displayed, or distributed in Public Areas without the prior written permission of the Authority and then, only after paying all applicable rents or fees imposed by the Authority.
 - (i) The posting, display, or distribution of signs, advertisements, notices, circulars, and/or handbills on Aircraft, Vehicles, or equipment is prohibited.
 - (ii) The Authority has the right to remove or relocate any such sign, advertisement, notice, circular, handbill, or other related posting or display.

(e) General Conduct

- (1) No person shall make, possess, use, offer for sale, pass, or deliver any forged or falsely altered pass, permit, identification card, sign, and/or other authorization purporting to be issued by or on behalf of the Authority.
- (2) No person shall use or otherwise conduct themselves in any area in any manner contrary to the directions posted in or for that area.
- (3) Destroying, damaging, injuring, defacing, disturbing, or tampering with Property is prohibited.
 - (i) Any and all Property damaged or destroyed shall be replaced (or replacement shall be paid for) by the person(s) responsible for such damage or destruction.
- (4) No person shall commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) at the Airport.
- (5) The Authority reserves the right to exclude or expel any person, who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of drugs or alcohol.
- (6) Loitering is prohibited on Authority property.
- (7) Starting, moving, using, or interfering with the safe operation of any Aircraft, Vehicle, or equipment without the permission of the Aircraft, Vehicle, or equipment owner or by specific direction of the Authority is prohibited.
- (8) No person shall engage in activities that are, as determined by the Authority, disruptive to Users of the Airport and/or that create a hazard or risk of injury or death to a person(s) or damage to Property.
- (9) The Airport shall not be used:
 - (i) to camp or stay overnight, or
 - (ii) for any improper, objectionable, or immoral purposes as determined by the Authority.
- (10) Leased Premises are expressly for the conduct of the Lessees or Sub-lessees activities. No person other than employees and customers of the Lessee or Sub-lessee shall make use of the Leased Premises or loiter on such premises without permission of the Lessee or Sub-lessee.
- (11) No person shall enter or remain upon any area or in any building or part thereof on the Airport not designated as open for public use, except when and to the extent and in the manner authorized by him, or by a tenant or concessionaire pursuant to authority granted by the Executive Director.

(12) No person shall enter or leave the Airport or any part thereof other than through such entrances and exits as are provided therefor.

(f) Abandoned, Derelict, or Lost Property

Abandoned, Derelict, or lost Property found in Public Areas including, without limitation, Aircraft, Vehicles, equipment, machinery, baggage, or parts thereof shall be reported or turned in to the Authority by turning them over to a uniformed law enforcement officer, or the Authority office, without unreasonable delay.

(1) Abandoned, Derelict, or Lost Property which is not claimed within 30 days may be disposed of at the discretion of the Authority.

(g) Use of Roadways and Walkways

(1) No person shall travel at the Airport other than on the roadways, walkways, or other areas provided or designated for a specific type or class of traffic.

(2) No person shall occupy the roadways or walkways in such a manner as to hinder or obstruct their proper use.

(h) Animals

(1) No person shall bring to Airport property animals, birds, reptiles, or insects, except for special assistance animals or animals used for law enforcement purposes on the Airport, unless destined for air transport and restrained by a leash, container, or crate.

(2) No person shall leave a live animal, other than an animal used for law enforcement purposes, in an unattended vehicle.

(3) No person shall intentionally hunt, pursue, trap, catch, injure, or kill any bird, fish, or animal except as part of an Authority-approved wildlife control plan.

(4) No person shall provide food, water, or perform any other act to encourage the congregation of birds or other animals on Airport property.

(5) No person shall abandon an animal, or release an unattended animal, at the Airport.

(i) Smoking

Smoking, carrying lighted cigars, cigarettes, or pipes, or vaping in any Airport building or on any Airport property, except in areas specifically designated by the Authority and posted as public smoking areas or in a private automobile, is prohibited.

(j) Alcoholic Beverages

(1) Consumption of alcoholic beverages shall take place only in locations (including Leased Premises) and at the times approved in writing by the Authority.

(2) The Authority reserves the right to exclude or expel any person who, in the judgment of a Law Enforcement Officer, is intoxicated or under the influence of alcoholic beverages or drugs or violates any provision of these Rules and Regulations.

(k) Use of Public Areas

(1) Marking or defacing the floors, walls, windows, ceilings, or any other surface is prohibited.

(2) Use of the Public Area in any facility or in any area for sleeping between the hours of 2:00 a.m. and 4:00 a.m. is prohibited unless authorized by the Authority.

- (3) No person shall bathe or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or restroom, or in any other area of the Terminal that is not designated as a bathing or showering facility.

(l) Elevators and Escalator Usage

- (1) No person shall use an escalator or elevator for any purpose other than the purpose for which it is designed and intended and then only in the manner posted.
- (2) Contractors are restricted from moving any equipment or freight on escalators, or working in a manner affecting the operation of the escalators unless authorized by the Authority.

(m) Trash Receptacles and Dumping

- (1) Trash (which includes, but is not limited to, rubbish, garbage, refuse, discarded paper, boxes, crates, and litter of any kind) shall not be placed, discharged, or deposited at the Airport except in trash receptacles.
- (2) Trash shall not be brought to the Airport.
- (3) The burning of trash is prohibited.

(n) Fire and Flammable Materials

- (1) Practices recommended by the National Fire Protection Association (NFPA) and all fire codes, regulations, or directives issued by the Fire Department and/or the Authority shall be fully complied with.
- (2) Entities shall exercise the utmost care to guard against fire and injury or death to a person(s) or damage to Property.
- (3) In no event shall smoking or carrying lighted cigars, cigarettes, or pipes occur within 50 feet of any Aircraft, Refueling Vehicles, Fuel storage facilities, or emergency generators.
- (4) Open flames (i.e., candles, fixtures, or fires) are prohibited without the prior written permission of the Authority and the Fire Department.
 - (a) This excludes open flames utilized by Lessees, Sub-lessees, Operators, and Permittees in the performance of Aircraft Maintenance.
 - (b) With the prior written permission of the Authority and the Fire Department, Aircraft Rescue and Fire Fighting (ARFF) personnel may engage in training exercises which require open flames.
- (5) Any uncontrolled fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to "9-1-1."
- (6) No person shall tamper with any fire extinguisher or related equipment or use the same for any purpose other than fire prevention or firefighting.
 - (i) Such equipment may be inspected by the Fire Department and/or Authority at any time.
 - (A) A tag showing the date of the last inspection (and who performed the inspection) shall be attached to each unit and records, acceptable to fire underwriters, shall be kept documenting the status of each unit.
- (7) No person shall block or modify any self-closing fire door or do anything which would interfere with, or prevent, its closing in the event of a fire.
- (8) Flammable materials shall only be used or stored in accordance with the practices

recommended by the NFPA and in full compliance with the codes, regulations, and directives issued by the Fire Department and/or the Authority, the Authority's Storm Water Pollution and Prevention Plan (SWPPP), the Authority's Spill, Prevention, Control, and Countermeasures (SPCC) plan, and Regulatory Measures.

- (9) The use of flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit is prohibited unless such operations are conducted in open air or in a room specifically approved for the purpose for which the liquid is being used. The room must be properly fireproofed and equipped with appropriate and readily accessible fire-extinguishing apparatus.
- (i) The practices recommended in NFPA Pamphlet No. 30 (Flammable and Combustible Liquids Code), NFPA Pamphlet No. 4100 (Safeguarding Aircraft Cleaning, Painting and Paint Removal), and NFPA Pamphlet No. 410F (Aircraft Cabin Cleaning and Refurbishing Operations) shall be adhered to in all cleaning, painting, refurbishing, and other operations using flammable liquids including the storage of such liquids.

(o) Hazardous Materials

- (1) No person shall store, keep, handle, use, dispense, discharge, or transport any Hazardous Materials in contravention of any Regulatory Measure. Proper permits must be obtained from the Agency having jurisdiction, copies must be maintained on file for review by the Authority, and prior notification must be given to the Authority.
- (i) At least 24 hours advanced notice shall be given to the Authority to permit full investigation and clearance for any operation requiring a waiver of this provision. Permission may be given to movements of Hazardous Materials only when such materials are properly packed, marked, labeled, and limited as required by Regulatory Measures and only if such materials will not create a hazard to persons or Property.
- (ii) If the storage of Hazardous Material is approved, such material must be placed in suitable receptacles designed specifically for storage of Hazardous Materials with self-closing, tight-fitting, leak-proof lids which are properly secured and not to exceed 5 gallons.
- (A) Material Safety Data Sheets (MSDS) for all Hazardous Materials shall be maintained on-site so as to be Readily Available to emergency responders in the event of an emergency and for review, at any time, by the Authority and the Fire Department.
- (iii) No person shall use, keep, or permit to be used or kept, any foul or noxious substance or material.
- (2) Hazardous Materials (including used or spent Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, and any other hazardous liquids or fluids) shall be disposed of in a manner consistent with the practices recommended by the NFPA and in full compliance with these Rules and Regulations, the Authority's SWPPP, the Authority's SPCC Plan, the Authority's directives, and Regulatory Measures.
- (i) Hazardous Materials shall not be disposed of or dumped in drains, on Aprons, in catch basins, in ditches, or elsewhere on the Airports.
- (ii) Used or spent engine oil shall be disposed of only at permitted waste oil stations or at approved disposal points.

- (3) All empty cans, jars, bottles, and other containers for Hazardous Materials shall be removed from the Airport in a timely manner, as determined by the Authority, and shall not remain on the floor, wall stringers, or overhead storage areas of Hangars, offices, shops, or other buildings.
 - (i) Hazardous Materials shall not be stored in close proximity to operating Aircraft, Vehicles, equipment, or sources of heat nor be in excess of amounts needed as current inventory. All Hazardous Material shall be kept enclosed in a clearly marked and properly labeled container, the type and design of which must meet the approval of the Authority and the Fire Department.
 - (A) Secondary containment is required for the storage of Hazardous Materials being stored in tanks, drums, or other similar storage receptacles.
 - (B) Fuels or deicing fluids in containers greater than 55 gallons shall not be stored without providing prior notification (and a copy of an SPCC Plan to) the Authority and the Fire Department.
- (4) No Hazardous Materials shall be disposed of on the ground or into the air during Aircraft preflight inspections.
- (5) Any person who experiences and/or witnesses a release of Hazardous Materials shall fully comply with Part 176.3(p)(2) of these Rules and Regulations and Regulatory Measures.

(p) Environmental (Hazardous Materials) Clean Up

- (1) The party responsible for an environmental incident (to include the overflowing or spilling of Fuel, oil, lubricants, grease, dope, paint, varnish, lacquer, solvent, acid, or other Hazardous Material) is responsible for: the immediate mitigation and cleanup of the overflow or spill; proper disposal of the substance(s) and used cleanup materials; and immediate notification of the Aircraft Rescue & Fire Fighting Division and the Authority.
 - (i) In the event the Authority determines the responsible party is unavailable or unable (or if the responsible party, after being notified by the Authority, refuses or fails) to take the appropriate action to mitigate the adverse environmental incident in a timely manner (at the responsible party's risk, cost, and expense), the Authority may take action and/or employ those services that the Authority determines are required to control and/or clean up the site at the risk, cost, and expense of the responsible party, without liability to the Authority.
- (2) Hazardous Materials Overflow or Spills
 - (i) In the event a Hazardous Materials overflow or spill occurs, regardless of the amount of the overflow or spill, the responsible party shall take appropriate action to contain the overflow or spill, notify the Fire Department, and clean up, mitigate, and remediate the site.
 - (ii) Minor Hazardous Materials Overflow or Spills -Overflows or spills of less than five gallons which do not compromise public safety. The responsible party shall:
 - (A) Stop the source of the spill immediately.
 - (B) Contain the spill with appropriate absorbent material(s).
 - (C) Block all stormwater drains in the immediate area to prevent the spill from flowing into the drain(s).
 - (D) Contact the Authority.

- (E) Make a written record of all the details of the spill.
- (iii) Major Hazardous Materials Overflow or Spills -Overflows or spills in excess of five gallons (or which compromises public safety), but less than 25 gallons or any spill causing an immediate threat to public safety. In addition to following all of the procedures in the "Minor" Hazardous Materials Overflow or Spill response, the responsible party shall:
 - (A) Determine the threat to the immediate public and make any arrangements to secure the safety of the immediate public (e.g., evacuation).
 - (B) Assess the damage to land and/or ground water in conjunction with the Authority.
 - (C) Provide to the Authority within five business days of the spill a written summary of the spill.
- (iv) Serious Hazardous Materials Overflow or Spills -Overflows or spills in excess of 25 gallons which may pose a serious threat to the public safety. In addition to following all of the procedures in the "Minor" and "Major" Hazardous Materials Overflow or Spill response, the responsible party shall:
 - (A) Provide to the Authority within five business days of the spill a written summary of the spill which shall also identify the measures which the responsible party will take to eliminate the potential for such a spill in the future.
- (3) Entities with Fuel Handling capability or responsibility for maintenance of Fuel systems shall have on hand sufficient: containment booms to form a barrier around the spill; and sufficient absorbent material(s), booms, blankets, pads, pillows, and other clean-up materials available to pick up the spilled product and store it in a sealed salvage drum(s) until proper disposal can be made.

(q) Painting

Doping, painting, or paint stripping shall only be performed in those facilities specifically approved for such activities and in accordance with the practices recommended by the NFPA and in full compliance with the Authority's SWPPP and SPCC Plan.

(r) Emergency Conditions

- (1) Emergency conditions shall not mitigate or cancel these Rules and Regulations.
- (2) Permits issued under these Rules and Regulations shall be rendered invalid until the emergency situation has been fully and completely resolved and normal operations have resumed.
- (3) Emergency directives or procedures may be issued by the Executive Director or his/her designee which, upon promulgation, shall constitute a part of these Rules and Regulations and shall be effective as a part hereof. The Executive Director, or his/her designee, shall determine when normal operations may resume.

(s) Commercial Filming

- (1) Commercial Filming shall only be conducted by Entities possessing written authorization from the Authority except as provided for below:
 - (i) local television and news media.
 - (ii) Commercial Filming conducted entirely within a Lessee's or Sub-lessee's Leased Premises.

- (2) All Commercial Filming shall be conducted in accordance with written authorization provided by the Authority so as not to interfere with the public and Aircraft operations.
- (i) Any Commercial Filming crews requiring access shall be escorted by the Authority.

(t) Safety Management System

Lessees, Sub-lessees, Operators, or Permittees, engaged in any activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the Federal Aviation Administration (FAA) and shall fully comply with all Safety Management Systems (SMS) regulations, or directives issued by the Authority.

176.4 FIRST AMENDMENT ACTIVITIES

(A) Activities Covered by these Regulations

- (1) "Distribution" - the distribution of literature and materials for the exposition of ideas and opinions in the exercise of freedom of speech, association, assembly, and religion, but excluding commercial materials, which shall be coordinated with the holder of the applicable license for advertising at the Airports.
- (2) "Solicitation" - the solicitation of funds on behalf of not-for-profit organizations for charitable, philanthropic, patriotic, political, or religious purposes.
- (3) "Demonstration" - a gathering of persons for the purpose of expressing a group opinion to observers through use of their speech, signs, and/or expressive conduct, excluding expression of a message for commercial purposes.

(b) Purposes of these Rules and Regulations

- (1) To ensure the free and orderly flow of pedestrian traffic into and through the Terminal at the Airport, and of the vehicular traffic outside the Terminal;
- (2) To protect persons using the Airport from repeated communications or encounters that might be perceived as harassment or intimidation;
- (3) To protect travelers from being an unwilling captive audience;
- (4) To maintain security by restricting the activities allowed hereunder to public-use, non-secured areas in the Airport and by implementing additional restrictions where necessitated by increased security threats;
- (5) To protect the integrity of the Authority's contractual relationships with concessionaires and lessees at the Airport.

(c). Permit Application Process

- (1) Any persons or groups seeking to engage in distribution, solicitation, or demonstration at the Airport must first obtain a written permit from the Authority. To obtain a permit, the applicant shall submit to the Authority a written permit application no later than six (6) business days before the date requested for the activity. The application shall be on a form provided by the Authority, which shall set forth the location where such permit application shall be filed. The application shall contain the following:
 - (i) The full name, mailing address, telephone number, and email address of the person(s) or group(s) sponsoring and/or conducting the proposed activities;
 - (ii) The full name, mailing address, telephone number, and email address of the person who will supervise and be responsible for the conduct of the proposed activities ("the responsible person"); and
 - (iii) The full name and mailing address of each person who will participate in such activities at the Airport under the permit sought
 - (A) up to 2 persons for locations within or outside the Terminal
 - (B) up to 10 persons for locations at the Airport entrance
 - (iv) A copy of any material proposed for distribution at the Airport, solely for informational purposes, and not for exercising any judgment on its contents; provided that the Authority shall not grant a permit for the distribution of any material that is indecent or sexually explicit, portrays graphic violence, is directed to inciting

- or producing imminent lawless action and is likely to incite or produce such action, or violates any federal, state or local law or regulation.
- (v) A brief description of the proposed activities, including the method of communication and which type of permit is requested, i.e., whether for distribution, solicitation, or demonstration.
 - (vi) The date(s) and times(s) of the proposed activities; provided that a permit will not be issued for a period in excess of ten (10) days, nor for any time between the hours of 4:00 p.m. and 8:00 a.m. In addition, the application shall state the number of persons who are requesting to participate at any one time.
 - (vii) Where a permit for solicitation is requested, the application must include as an attachment reliable documentary evidence of the not-for-profit status of an organization sponsoring and/or conducting the solicitation.
 - (viii) An undertaking by the applicant(s) to indemnify and hold harmless the Authority, the City of Syracuse, the airlines operating the Airport, the Airports' tenants and lessees, and all their respective officials, officers, employees and agents, against any claims that arise or are made against any of the foregoing in connection with the permit holder(s) or its agents at the Airport.
 - (ix) The Authority reserves the right to require an applicant to obtain a bond issued by an appropriate surety as a condition to the issuance of any permit.
- (2) Within five (5) business days after the Authority receives a permit application, it shall issue the permit or provide a written response explaining the reasons for any denial, which shall be limited to the following:
- (i) Non-compliance with the permit application requirements set forth in Part 176.4(c)(1), in which case the Authority response shall explain the nature of the problem. If an applicant files another application to comply with the requirements of Part 176.4(c)(1), the five-business-day review period shall start over,
 - (ii) Insufficient space available for the requested activities at the time(s) requested.
 - (iii) Any alert on the National Terrorism Advisory System issued by the United States Department of Homeland Security, with regard to security conditions for operations at the Airport. In such cases, based on the totality of the security situation, including the availability of security resources at the Airport in light of increased demands and requirements by the federal government, the Authority may deny a permit request for demonstrations, distributions, or solicitations in their entirety or may limit the size or scope of such activities.
- (3) Each permit issued shall include the location on Airport property where the permit is valid, the name of the person who is entitled to use it, and each permit may be used only by the person to whom it is issued. The Authority shall proscribe the form of identification that each permit holder shall be required to wear and display conspicuously on his or her person while engaged in the permit activities.

(d) Permit Denial Appeal Process

Any person whose permit request is denied in full or in part may appeal the decision to the Executive Director, by means of a letter stating the grounds therefor, within five (5) business days of receiving a response from the Authority. The Executive Director shall review the initial permit decision and the appeal, and shall issue a written decision affirming the denial or challenged limitation, or granting or modifying the permit as

requested, within five (5) business days of receipt of such appeal. This decision shall be sent certified mail to the responsible person at the address provided, with a copy by email when provided, and shall be effective upon such service. It shall constitute a final decision of the Authority.

(e) Permitted Locations for Permit Activities

- (1) Each permit shall specify the designated area in which the covered activities may take place.
- (2) Under no circumstances shall any distribution, solicitation, or demonstration take place in any of the following locations:
 - (i) in any secured area;
 - (ii) beyond the passenger screening checkpoints through which passengers and visitors are required to pass when moving toward an aircraft gate position, or within fifty (50) feet thereof;
 - (iii) in any parking areas, roadways, restroom facilities, elevators, terminal doors or within twenty (20) feet thereof, stairways, vestibules, and storage areas;
 - (iv) at any ticket or baggage check-in counter;
 - (v) at any baggage pick-up or collection areas; or
 - (vi) within (10) feet of; or within, any areas used by concessionaires or lessees pursuant to a contract, agreement, or lease with the Authority, except with the express permission of the concessionaire or lessee.
- (3) The Authority may order the emergency closure of the Airport, or any portion thereof, on account of emergency security, health or safety conditions, catastrophe or disaster, extreme weather conditions, or government orders; and all persons holding permits under these Rules and Regulations shall immediately cease all activities thereunder for the duration of the emergency closure.
- (4) When the federal government declares an alert on the National Terrorism Advisory System issued by the United States Department of Homeland Security, with regard to security conditions for operations at the Airport(s), the Authority may suspend demonstrations, distributions, or solicitations in their entirety or, based on the totality of the security situation, including the availability of security resources at the Airport in light of increased demands and requirement by the federal government, may limit the size or scope of such activities and/or designate a location for the posting of written information as an alternate means of disseminating the information covered by the permit request.

(f) Rules Governing Conduct of the Permitted Activities

In conducting the activities governed by these Rules and Regulations, no person or group is permitted to:

- (1) obstruct, delay, interfere with the free movement of, coerce, intimidate, impede, hamper, or physically grasp at any person, including but not limited to travelers, visitors, persons who work at the Airport, and persons checking or picking up baggage;
- (2) assist or offer to assist any person in the carrying or handling of baggage;
- (3) obstruct, delay or interfere with any vehicle;
- (4) state or represent that he or she or the organization is a representative of or otherwise affiliated with the Authority, the Airport, the City of Syracuse, or an airline;

- (5) fail to wear the required identification prescribed by the Authority at any time while engaging in the permitted activities;
- (6) use a sound or voice amplification device or any noisemaker or musical instrument, since such noise may interfere with or impede the transaction of business by airlines, concessionaires, and lessees, or the safe, orderly, and efficient operation of the Airport;
- (7) except for holders of a permit for solicitation under these Regulations, receive or accept any donation, contribution, gift or payment of money;
- (8) conduct any credit/debit card transaction or electronic funds transfer or any enrollment for any credit/debit transaction or electronic funds transfer. This prohibition specifically includes, but is not limited to, holders of permits for solicitation;
- (9) erect any table, chair, or other structure, and/or use any wheeled or stationary device;
- (10) store or keep any literature or other materials anywhere on the premises of the Airport, except in a carry bag, which must be carried or harnessed onto a person, so as not to extend beyond the person's body width;
- (11) carry any banners or signs that are posted on poles or sticks of any type or that exceed the following size limitation: banners or signs may be held by a person or worn on an individual's person, so long as such banners or signs do not protrude beyond the person's front or back or exceed the person's body width; or
- (12) violate any federal, state or local law, regulation or policy.

(g) Violations

- (1) For purposes of this section, an "offense" shall mean one or more of the following:
 - (i) a false or misleading material statement or omission, on a permit application;
 - (ii) engaging in any of the activities covered by these Regulations in a location outside the area designated in the permit;
 - (iii) engaging in any of the activities covered by these Regulations without a valid permit;
 - (iv) violating any of the rules governing conduct set forth in Part 176.4(f) of these Regulations;
 - (v) failing to cease or alter permit activities during an emergency or increased security threat, as required in Part 176.4(e)(5) of these Regulations.
- (2) Any offense that in the judgment of the Authority is substantial and did or may result in a threat to the health, safety, comfort or security of the patrons and workers at the Airport shall result in
 - (i) the immediate temporary suspension of the permit, where applicable, or the individual or group who or which committed the offense, and
 - (ii) institution of proceedings for revocation of the permit, where applicable, under Part 176.4(h).

(h) Permit Revocation Hearing Process

- (1) Within one business day of a permit suspension under Part 176.4(g)(2) and/or where the Authority determines an offense has occurred and a permit should be revoked, the Authority shall provide written notice thereof, by certified mail to the address provided, with a copy by email and/or fax when provided, to the responsible person.
- (2) The permit holder may request, within five (5) business days, that a hearing on the

temporary emergency suspension and/or proposed revocation take place before a duly designated representative of the Executive Director. No person who has been involved in any aspect of the suspension and/or revocation decision may serve as a hearing officer. The hearing shall be set for a date within (5) business days of the request.

- (3) At the hearing, the Authority shall present evidence and the responsible person, or his designee, may present documentary evidence and/or witness testimony related to the alleged offense. The strict rules of evidence shall not apply. To revoke a permit, the Authority must show, by a preponderance of the evidence, that the offense occurred. If the responsible party does not appear for the hearing, and has not requested, or has already received, a continuance, then the hearing officer may revoke the permit by default.
- (4) Within five (5) business days following the hearing, the hearing officer shall issue a written decision stating whether the permit shall be revoked, and the grounds therefor. This decision shall be sent by certified mail to the responsible person at the address provided, with a copy by email or fax when provided, and shall be effective upon such service. It shall constitute a final decision of the Authority. If there was insufficient evidence for a permit revocation, any temporary emergency suspension still in effect shall be dissolved and the permit reinstated. If the decision is to revoke the permit, and the permit holder(s) is/are still engaged in distribution, solicitation, or demonstration at the Airport, the Authority may serve a copy of the decision on the persons engaged in such activities and the permit revocation shall be effective immediately.
- (5) Any person or organization whose permit is revoked shall not be entitled to apply for a new permit under these Rules and Regulations for a period of three months following the date or the hearing officer's revocation decision.

176.5 SECURITY

(a) Security

- (1) The Authority's Uniformed Security Department has the overall responsibility for security of the Airport. This Department is tasked by the Authority to ensure a safe and secure environment at the Airport.
- (2) Persons using the Airport shall fully comply with the security requirements established by the Authority pursuant to 49 CFR, Chapter XII, Parts 1540 and 1542, as amended.
- (3). Security gates that provide access to the AOA shall remain closed, locked, and secured except when actually in use.
 - (i) Vehicle Operators shall stop the Vehicle and allow the gate to fully close before proceeding. The Vehicle Operator shall also ensure that no other Vehicles or persons gain access to the Airport while the gate is in the process of opening or closing. If the Vehicle Operator cannot prevent such access, the Vehicle Operator shall immediately contact the Authority or "911".
- (4) Tampering with, interfering with, or disabling the lock or closing mechanism, or breaching any other security device is prohibited unless authorized by the Authority.
- (5) Persons who have been provided a code or device for the purpose of obtaining access to a Restricted Area shall not, under any circumstances, divulge, duplicate, or otherwise distribute or convey the code or device to any other person unless authorized by the Authority.
- (6) Access to Restricted Areas is limited to persons:
 - (i) displaying a proper and current Authority-issued Security Identification Area (SIDA) Badge,
 - (ii) who are aircraft crewmembers, dressed in the full uniform of his/her company, displaying a photo ID issued by an authorizing airline,
 - (iii) under appropriate supervision or escort, or
 - (iv) as otherwise approved by the Authority.
- (7) Access to or entry to Sterile Areas is limited to persons:
 - (i) who have been screened by Transportation Security Administration (TSA) personnel and possess a valid boarding pass,
 - (ii) displaying an Authority-issued Sterile Area Access badge, Authority-issued SIDA Badge, or
 - (iii) under appropriate supervision and escorted by a person displaying an Authority-issued Airport Identification Badge.

(b) Weapons and Explosives

- (1) Weapons (including, but not limited to, firearms, tear gas, mace, pepper spray, or other similar devices, materials, or substances) or explosives may only be carried (possessed) and/or handled in accordance with applicable Regulatory Measures.
 - (i) No person, other than a NYS Police Officer, a NYS Peace Officer, or a member of the armed forces of the United States on official duty, shall carry a weapon on Airport property except for the sole purpose of checking an encased weapon for shipment purposes as baggage to be lawfully transported on any Aircraft.
 - (ii) No person, other than a NYS Police Officer or a NYS Peace Officer who is on-duty or responding to a specific incident, shall carry a weapon in the Sterile Area.

- (2) Discharge of any weapon at the Airport is prohibited, except in the performance of official duties, the lawful defense of persons or Property, or by authorized personnel for purposes of wildlife management.
- (3) No person shall store, keep, handle, use, dispose of, or transport any Class A or Class B explosives or Class A poison (as defined in the Interstate Commerce Commission Regulation for transportation of explosives and other dangerous articles) or any other poisonous substance or material (solid, liquid, or gas) at such time or place or in such manner or condition that may unreasonably endanger persons or Property or would be likely to do so.
- (4) No person shall possess or ignite Class C explosives (e.g., fireworks, firecrackers, etc.) with exception of explosives that may be used by Authority authorized personnel for purposes of wildlife management.

(c). Airport Identification Badge

- (1) Persons requiring access or entry to a Restricted Area or a Sterile Area shall complete and submit an Airport Identification Badge Application to the Authority.
- (2) Prior to accessing or entering a Restricted Area, individuals who are not under escort must display an Airport Identification Badge in full view, above waist level, on their outermost garment.
- (3) All employees of a Lessee, Sub-lessee, Operator, or Permittee at the Airports are required to obtain an Authority-issued Airport Identification Badge. Prior to obtaining an Airport Identification Badge, an Authorization Signature Letter listing at least one person who is authorized to request Airport Identification Badges on behalf of the Lessee, Sub-lessee, Operator, or Permittee shall be submitted to the Authority.
- (4) Prior to obtaining an Authority issued Airport Identification Badge, a person must complete the credentialing check process as required by Federal regulations. This will include fingerprinting by the Authority for a required criminal history records check, and other background checks to the extent allowable by law, including, but not limited to, reference and prior employment history.
- (5) Persons desiring or in possession of an Authority issued Airport Identification Badge shall complete all Authority training programs and meet all related requirements as may be amended by the Authority from time to time.
- (6) All fees as established and assessed by the Authority must be paid in advance by persons seeking to obtain or renew an Authority issued Airport Identification Badge.
- (7) When permitted to do so by Federal regulations, the final decision as to whether to issue or renew an Airport Identification Badge lies in the sole discretion of the Authority.

(d) Tenant, Lessee and/or Sub-Lessee Responsibilities

- (1) Tenants, Lessees and Sub-Lessees are responsible for the internal security of Leased Premises, including Aprons.
- (2) Every tenant, lessee, and/or sub-lessee shall be responsible to lock all:
 - (i) openings in fence barriers controlled by them with keys issued by the Authority when their respective facilities are unoccupied by responsible personnel or when operations for the day have been terminated.

- (ii) fence barrier openings after use. Any person granted access to the AOA by the Authority, including every tenant, lessee, and/or sub-lessee, or its employees, servants, contractors, vendors, or any other person, shall be responsible to close and lock any common use gate.
- (3) In the event any fence barrier opening is required to be in an open or unlocked position, tenant, lessee, and/or sub-lessee shall provide a monitoring service to prevent unauthorized access to the AOA.
 - (i) Monitoring other than by visual monitoring must be approved by the Authority.
- (4) In the event a key, or other access control device, which has been issued by the Authority, to a door or gate accessible to the AOA is lost, tenant, lessee, or sub-lessee shall immediately report, in writing, the loss to the Authority.
 - (i) The report must include the following: Date of loss; circumstances surrounding the loss; and efforts to locate the key or access control device.
 - (ii) In the event that the Executive Director, in his or her sole discretion, concludes that the loss of the key or access control device will result in a security breach, the tenant, lessee and/or sub-lessee shall be responsible for the cost of changing the access control system on all doors and gates specified by the Executive Director.

(e). Escort Procedures

- (1) The required procedure for escorting people on the AOA or SIDA is to accompany and supervise any individual who does not have unescorted access authority in a manner sufficient to take action should the individual engage in activities other than those for which the escorted access is granted.
 - (i) While under escort, the person being escorted must continuously be within the line of sight of the person performing the escort.
 - (ii) Escorting of people will be conducted for business purposes only.

176.6 PASSENGER TERMINAL RULES AND REGULATIONS

(a) Baggage Carts

- (1) Use of baggage carts is restricted to ticketed passengers renting the units for transporting baggage, packages, or similar items. No person shall use baggage carts without paying the appropriate fees through the rental device. Every effort should be made to return baggage carts to the storage device. No person shall tamper with the rental device.
- (2) Prohibited Uses
 - (i) Baggage carts are not permitted on the escalators.
 - (ii) Baggage carts may not be removed from the Airport.
 - (iii) Authority employees, Lessees, Sub-lessees, Operators, Permittees, and contractors may not keep or stow baggage carts.
 - (iv) No person or Entity, unless approved in writing by the Authority, shall dispense or sell baggage carts.
 - (v) The Authority or assignee is responsible to collect baggage carts and return the baggage carts to the rental device.

(b) Public Address System

- (1) Only those types of public address systems that are commonly employed to announce the arrival and departure of scheduled Aircraft shall be permitted for use in the Passenger Terminal.
 - (i) No person shall use or cause to be used the public address system for the solicitation of business or any personal use.

(d) Vending Machines

No vending machines for the sale of goods shall be permitted in the Public Areas or Common Use Spaces, except as specifically approved in writing by the Authority.

(d) Locks and Keys

The Authority will provide keys and cores in accordance with lease agreements.

(e) Air Carrier Operations

- (1) Passengers shall not be permitted to enplane or deplane an Aircraft except in the presence of authorized Air Carrier personnel.
- (2) No Aircraft may be enplaned or deplaned in non-designated areas without prior permission from the Airport Operations Department. Authorized Air Carrier personnel must escort and safely channel passengers through established routes to and from the Aircraft.
- (3) Gate Usage and Assignments
 - (i) No person shall park an Aircraft or leave an Aircraft parked and unattended on the Movement Area or Non-Movement Area, except at such places permitted by the Authority.
 - (ii) Use of unassigned gates must be approved by the Authority.
- (4) It is the responsibility of flight and ground employees to ensure Aircraft are taxied to and from gate positions or parking locations without injuring or damaging any persons,

equipment, building, other Aircraft, or any property.

- (5) All ground handling entities, except signatory Air Carriers, shall submit a Charter Flight Advisory form to the Authority at least 24 hours prior to the operation.
- (6) All arriving international flight operations requiring the Federal Inspection Service Facilities (Customs, Border Protection, USDA, etc.) shall be scheduled and approved through the U.S. Customs and Border Protection and the Authority.
- (7) The assignment of remain overnight aircraft (RON) parking positions shall be conducted by Airport Operations.

(f) Ground Support Equipment

- (1) Ground support equipment (including, but not limited to, chocks, air stairs, etc.) shall not be stored outside the boundaries of an airlines' preferentially assigned Gates unless approved by the Authority.
- (2) Lavatory service equipment shall be well maintained and compatible with the waste receptacles provided by the Authority.
 - a. All spillage of lavatory waste shall be immediately cleaned by the responsible party and the Authority shall be notified.
- (3) All Apron scrubbing shall be accomplished through use of approved vacuum type scrubbers and the waste water shall be disposed of in a manner acceptable to the Authority.

(g) Skateboarding, Roller-skating, Bicycle Riding, Etc.

Skateboarding, roller-skating, bicycle riding, etc. are prohibited within the Terminal or on any Airport sidewalk.

(h) Sound Reproductive Devices

No person shall operate or use any computer, personal radio, television, phonograph, phone, tape recorder or other sound reproduction or digital device in an Authority-operated area in such a manner that the sound is audible to another person.

176.7 VEHICLE RULES AND REGULATIONS

(a) Regulatory Measures

- (1) All Vehicle Operators shall fully comply with the New York State Statutes (as may be amended from time to time), these Rules and Regulations, the Rules and Regulations for Commercial Ground Transportation Operations issued by the SRAA, instructions provided by the Authority, directives issued by the Executive Director, and the orders of the SRAA Uniformed Security Division.
- (2) At the direction of the Executive Director, traffic signs or traffic control signals indicating: parking, limited or prohibited parking; standing or stopping; maximum speed limits; one-way traffic; restricted and other limited areas; prohibited entry or exit; entrances or exits to and from the Airport or areas thereof; limousine and taxicab privileges; loading and unloading of vehicles; caution and particular dangers may be placed, erected, removed, moved, and/or maintained.

(b) Licensing and Permits

- (1) Except for Vehicles which are exclusively used on the AOA, all Vehicles shall meet the US government and State of New York licensing and registration requirements.
- (2) Vehicle Operators must have a valid Vehicle Operator's license.
- (3) Unescorted Vehicle Operators on the AOA are required to successfully complete a Vehicle Operators training program (class) and shall possess an approved Airport Identification Badge as required by the Executive Director.
- (4) Prior to operating Vehicles on the AOA, Vehicle Operators shall complete and submit an AOA Vehicle Permit.
- (5) Vehicles operating or parking on the AOA, with the exception of Emergency Vehicles, must be registered with the Authority and display a current AOA Vehicle Permit, unless otherwise authorized by the Authority.

(c) Operations

- (1) Vehicles shall not be operated unless the Vehicle is in sound mechanical order. Trailers and semi-trailers are not permitted unless specifically approved by the Authority.
- (2) Vehicles are not allowed to be operated in a careless, negligent, unsafe, or reckless manner or in a manner which endangers, or is likely to endanger, persons or Property.
- (3) No person shall operate a motor vehicle or any mobile equipment on Airport property while in an intoxicated condition or while under the influence of a performance-altering drug.
- (4) Airside and Landside Speed Limits
 - (i) Safe Speed -Vehicles shall not be operated at a speed greater than is reasonable and prudent under the conditions which exist and/or without regard for actual and potential hazards, traffic, use of the street or roadway and/or in a manner that endangers persons or Property.
 - (ii) Minimum Speed -Vehicles shall not be operated at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation or in compliance with Regulatory Measures.

- (iii) Maximum Speed -Vehicles, except Emergency Vehicles or equipment responding to an emergency, shall not be operated in excess of the posted speed limits.
- (5) Vehicle Operators shall obey visual or audible signals or commands from the Authority or a Law Enforcement Officer.
- (6) Vehicle Operators shall provide proper signals and obey all traffic lights, signs, mechanical or electrical signals, and pavement markings unless directed otherwise by the Authority or a Law Enforcement Officer.
 - (i) No person shall, except by the order of the Authority or a Law Enforcement Officer, operate a motor vehicle, any mobile equipment, or bicycle on any street, road, driveway, circle or other passageway on the Airport in a direction thereon prohibited by the Executive Director, as indicated by signs erected thereat.
- (7) The Airside roads shall be used only by Airport designated Vehicles including Authority Vehicles, Refueling Vehicles, and other Vehicles designated and approved by the Authority to be on the Movement Area as described in these Rules and Regulations.
- (8) Vehicles which are overloaded or carrying more passengers or cargo than the Vehicle is designed to carry are prohibited.
- (9) Persons shall not ride on the running board, in the beds of pickup trucks, ride on the outside of a Vehicle, or allow arms or legs to protrude from a Vehicle with the exception of Emergency Vehicles that are designed specifically for such operations.
- (10) Vehicle Operators shall yield the right of way to Aircraft, Emergency Vehicles or equipment, and pedestrians.
 - (i) Vehicles shall not be operated in such a manner or within such proximity of an Aircraft as to create a hazard or interfere with the safe and secure operation of the Aircraft.
 - (ii) All vehicles shall yield to pedestrians in front of all buildings, in roadways, and in pedestrian crosswalks.
- (11) Vehicles used for hauling trash, dirt, or any loose material(s) shall be operated in such a fashion as to prevent the contents of the Vehicle from dropping, shifting, leaking, or otherwise escaping including, at a minimum, covering Vehicle's load.
- (12) Tugs (Towing Vehicles and Related Equipment)
 - (i) Positive locking couplings are required for all towing Vehicles and related equipment.
 - (ii) Aircraft towing Vehicles and related equipment shall be returned to designated parking or staging areas immediately following unloading.

(d) Air Operations Area

- (1) Unescorted Vehicles on the AOA may only be operated by persons with a proper and current Airport Identification badge as approved by the Authority.
- (2) Vehicles used exclusively on the AOA shall be equipped with an approved and fully operational amber or red (Emergency Vehicles only) rotating, flashing, or steady beacon on the roof or uppermost point of the Vehicle providing 360 degree view and in compliance with Series AC 150/5210-58. The beacon shall be activated by the Vehicle Operator prior to entering the AOA and shall remain in operation while the Vehicle is on the AOA.
- (3) Vehicle Operators shall not text or utilize applications on mobile electronic devices

while driving on the AOA.

- (4) The Authority may restrict Vehicles to a certain area(s) of the AOA. Such restrictions may prohibit Vehicle operations outside the designated area(s).
- (5) All vehicles operated on the AOA are subject to immediate inspection by an authorized Authority representative.

(e) Ramp and Apron Areas

- (1) No person shall operate any motor vehicle or mobile equipment on any apron or ramp area, except:
 - (i) Persons regularly assigned to duty thereon, and
 - (ii) Persons otherwise authorized to do so by the Executive Director
- (2) No person shall park any motor vehicle, tender truck, or other gasoline-dispensing equipment on the ramp or apron areas adjacent to the Terminal building except when servicing aircraft.
- (3) When passengers are going aboard or debarking from an aircraft on any of the passenger-loading ramps adjacent to the Terminal building, no persons shall drive or operate any motor vehicle or other equipment except baggage tugs on such ramp between such aircraft and the terminal's passenger-loading gate being used by such passengers.

(f) Movement Area

- (1) No person shall take or drive any Vehicle on the Movement Area unless permission has been granted in an Agreement or obtained in writing, in advance, from the Authority.
- (2) All Vehicle Operators having access to the Movement Area shall comply with all policies and procedures as directed by the Authority and the ATC governing Airport Surface Traffic Movement. Vehicle Operators shall obtain clearance from ATC and ensure that no Aircraft is approaching prior to entering the Movement Area.
- (3) All Vehicles operating in the Movement Area on a regular basis shall be equipped with a functioning two-way radio capable of communicating on the proper aeronautical frequencies. In the event a Vehicle in the Movement Area experiences radio failure, the Vehicle must vacate the area utilizing perimeter roadways or other non-controlled routes. If exit via non-controlled route is not possible, the Vehicle Operator shall indicate radio failure by facing the Vehicle towards the control tower and flashing the Vehicle's headlights. Thereafter, the Vehicle Operator shall operate the Vehicle based upon (in accordance with) the standard colored light signal directions given by ATC.
- (4) Vehicle Operators operating in the Movement Area must be conversant with standard colored light signals, regardless of whether or not the Vehicle is radio equipped.
 - (i) Steady Green - Cleared to cross, proceed, or go
 - (ii) Steady Red - Stop
 - (iii) Flashing Red - Clear the Runway/Taxiway
 - (iv) Flashing White - Return to starting point on the Airport
 - (v) Alternating Red and Green - Exercise extreme caution
- (5) When Vehicles are required to enter or work within the Movement Area, such Vehicles will be marked with an approved orange and white checkered flag (for daytime operations) or an amber beacon (for nighttime operations). If the Vehicle is not

equipped with a two way radio capable of communicating on the proper aeronautical frequencies, the Vehicle shall be escorted at all times (while in the Movement Area) by an Authority authorized Vehicle and authorized personnel having radio contact with ATC (when in existence or operation) or have a flagman (with a two way radio capable of communicating on the proper aeronautical frequencies) stationed at the area(s) designated by the Authority to give instructions to the Vehicle.

- (6) All operations in the Movement Area must comply with the Airport's FAA approved Airport Certification Manual.

(g) Cleaning and Maintenance

Vehicles shall not be cleaned and/or maintained on Airport property except in designated areas as approved in writing by the Authority and in compliance with the SWPPP.

(h) Parking or Stopping

- (1) Vehicles shall be parked only in those areas specifically designated for such purpose.
- (2) Vehicles shall not be parked or stopped:
- (i) in such a manner so as to obstruct a parking area lane, driveway, roadway, walkway, crosswalk, fire lane, Runway, Taxiway, Taxilane, and/or obstruct access to Hangars, parked or staged Aircraft, and/or parked or staged Vehicles;
 - (ii) on the left side of a road;
 - (iii) on the roadway side of any stopped or parked Vehicle (double parking);
 - (iv) within fifteen (15) feet of a fire hydrant or within a fire lane or restricting access to or from a fire lane;
 - (v) within five (5) feet of either side of a security fence; or
 - (vi) on unpaved or grassed areas (unless specifically designated for Vehicle parking) other than in accordance with restrictions posted on authorized signs.
- (3) Vehicles, other than those loading and unloading Aircraft, shall not stop for loading, unloading, or any other purpose at the Airport other than in the areas specifically designated for loading, unloading, parking, and/or staging and only in the manner prescribed by signs, painted markings, or other means.
- (4) Displaying Vehicles and/or equipment for sale, lease, or rent at the Airport is prohibited unless authorized in writing by the Authority.
- (5) Parking in designated Public Areas is open to any person using the Airport.
- (i) No person shall cause a motor vehicle to enter any public parking area except through an entrance thereto, or to leave therefrom except through an exit therefrom, each as provided and so respectively marked by sign placed thereat.
 - (ii) No person shall park a vehicle in any such parking area which is marked off to show separate spaces for each vehicle in such a manner as to cause said vehicle to occupy any part of more than one such marked space, or any part of the parking area not marked for the parking of a vehicle.
- (6) Employees of Lessees, Sub-lessees, Operators, or Permittees may park Private Vehicles in the employee parking areas designated by the Authority.
- (7) All service Vehicles or equipment (including utility companies, delivery companies, government owned/operated, etc.) shall park in areas designated by the Authority.
- (8) Aircraft Operators and passengers may park Vehicles which are fully operational and completely functional in those areas designated by the Authority.

- (9) Vehicles may not be parked on Tiedown areas.
- (10) Boats, rafts, jet skis, snow mobiles, dune buggies, dirt bikes, all-terrain Vehicles, race cars, recreational Vehicles, trailers, and similar Vehicles and/or equipment may not be parked or stored in a Hangar or anywhere else on the Airport.
- (11) Vehicles shall not be parked in any public parking area unless the Vehicle Operator pays any fees which may be established and assessed from time to time by the Authority unless the Vehicle Operator is exempt from payment as may be stipulated in an Agreement with the Authority.

176.8 LESSEE AND SUBLESSEE RULES AND REGULATIONS

(a). Security

- (1) All gates, chains, doors, and locks and all other safeguards on the Leased Premises shall be actively maintained (kept in good condition) and used in a manner so as to protect all persons and Property.
- (2) Gates or doors which provide access to a Restricted Area through a Leased Premises must remain (be kept) closed, locked, and secured except when actually in use.
- (3) An active log of keys, access cards, and other media issued (and to whom issued) which allow access to the Leased Premises must be maintained. The log shall be made available to the Authority upon request. Any lost or stolen keys, access cards, or other media shall be reported to the Authority immediately.
- (4) All applicable reporting requirements as established by the Authority, FAA, DHS, TSA, and any other Agency having jurisdiction must be complied with.
- (5) Objects shall not be located within five (5) feet of the Airport perimeter fence or any other distance which could facilitate unauthorized access to a Restricted Area.

(b) Construction or Alteration of Improvements

Any construction, modification, or alteration of an Improvement located at the Airport shall be performed in compliance with the Authority's permitting process (See Appendix D).

(c) Maintenance of Premises

- (1) Leased Premises shall be kept free from all fire, safety, and security hazards and maintain the same in a condition of repair, cleanliness, and general maintenance in accordance with the Agreement.
 - (i) Failure to properly maintain the Leased Premises (including failure to maintain the Leased Premises within the period stipulated in the Agreement or failure to maintain the Leased Premises within the timeframe stated in any written notice provided by the Authority) may result in the Authority conducting or contracting the maintenance at Lessee's or Sub-lessee's cost and expense without liability for damage arising from or out of such action.
- (2) Lessee or Sub-lessee shall be fully responsible for all damage to facilities, equipment, Property, related appurtenances, and all other Improvements at the Airport caused by Lessee or Sub-lessee or its employees, agents, customers, visitors, suppliers or persons with whom they do business.
- (3) Facilities (including Hangar floors) shall be kept clean and clear of the accumulation of Fuel, oil, grease, flammable liquids, rags, trash, or other waste materials.
 - (i) The use of flammable solvents for cleaning floors is prohibited.
- (4) Decorations approved by the Authority are permitted at ticket counters and gate areas. Any decoration deemed offensive in the judgment of the Authority will be removed at the expense of the Lessee or Sub-lessee. Any damage to Airport facilities as a result of the application of decorations may be charged to the Lessee or Sub-lessee as additional rent or cost recovery.
- (5) Lessees and Sub-lessees shall not erect, install, or otherwise maintain any aerials, transmitters, or antenna without prior written authorization from the Authority.

(d) Fire Prevention

- (1) Lessees and Sub-lessees shall be responsible for ensuring that fire prevention practices and/or procedures are followed.
- (2) Proper, appropriate, inspected, certified, and readily accessible fire extinguishers (which are approved by fire underwriters) for the particular hazard involved or associated with the activity shall be provided.
 - (i) Fire extinguishers shall be maintained in accordance with the practices recommended by the NFPA.
 - (ii) A tag showing the date of last inspection (and who performed the inspection) shall be attached to each unit and records, acceptable by fire underwriters, shall be kept documenting the status of each unit.
- (3) Lessees and Sub-lessees shall designate a responsible person and provide point-of-contact information to the Airport Operations Center (AOC) including the name of the primary and secondary contacts and day-time and after-hours telephone numbers for both individuals.

(e) Heating Equipment

No portable heating equipment and Fuel burning appliances shall be installed or used at the Airport unless specifically approved in writing by the Authority.

(f) Aircraft Hangars

- (1) Aircraft Hangars shall only be used for the parking and storage of Aircraft and associated Aircraft equipment and supplies as approved by the Authority and/or the Fire Department or as otherwise stipulated in an Agreement.
- (2) Aircraft parked in Hangars shall be parked in a manner so as to be completely contained in the Hangar and shall not be positioned in such a manner so as to block a Runway, Taxiway, Taxilane, OFA, or obstruct access to Hangars, parked or staged Aircraft, parked or staged Vehicles, doors, gates, or Fuel storage facilities except for temporary staging and/or Fuel Handling of such Aircraft.
- (3) Use of Aircraft Hangars shall be subject to the following restrictions:
 - (i) Unless permission is granted by Agreement, no Aircraft Maintenance, alterations, or repairs shall be performed in a Hangar without the prior written permission of the Authority.
 - (ii) Oily rags, waste oil, or other materials soiled with petroleum-based products may only be stored in containers with self-closing, tight-fitting lids in accordance with applicable Regulatory Measures.

(g) Storage of Materials and Equipment

- (1) Materials and equipment shall be stored in such manner as to preclude creating any hazard, obstructing any operation, or littering.
 - (i) Storage of materials or equipment shall not be permitted outdoors.
 - (ii) Non-hazardous items can be stored in a fully-enclosed and secured container on the Leased Premises as long as such storage fully complies with Regulatory Measures.
 - (iii) The Leased Premises shall not be used to store non-aviation merchandise,

supplies, or equipment excluding those items utilized to fulfill the obligations of an Agreement.

- (2) Railroad (box or tanker) cars, intermodal containers, or tanker, truck, or flatbed trailers, etc. shall not be stored or used to store any type of materials, Vehicles, or equipment without the prior written permission of the Authority.

(h) Compressed Gases

- (1) Oxygen or any compressed gas in a cylinder or portable tank must be secured to a fixed location or secured to a portable cart designed and approved specifically for the cylinder(s) or tank(s) being secured.
 - (i) Compressed gas cylinders or tanks must have approved and fully operational pressure relief devices installed.
 - (ii) Cylinders or tanks not in use shall have an approved transportation safety cap installed.
 - (iii) Cylinders or tanks shall be stored and maintained in accordance with the practices recommended by the NFPA and all applicable Regulatory Measures.

(i) Petroleum Based Products and Hazardous Materials

- (1) Lubricating oils having a flash point at or above 150 degrees may be stored in Hangars provided the product is stored in the original container and the capacity of the container is less than 55 gallons and the original manufacturer's labeling or marking is on the container (or the product is stored in other suitable containers approved by the Authority and the Fire Department).
- (2) Storage of 55 gallons or more of lubricating oil or containers having a capacity of 55 gallons or more require a SPCC Plan be provided to the Authority. Such containers may only be stored in compliance with Regulatory Measures and consistent with the Authority's SWPPP plan.

(j) Right of Entry

- (1) The Authority shall have the right of entry at reasonable times for repairs, maintenance, modification, or inspection of all facilities, buildings, and Improvements at the Airport whether or not the right of entry is provided for in any Agreement or other approval. For facilities, buildings, and Improvements owned by Lessee or Sub-lessee, the Authority shall provide advanced notification for access.
- (2) The Authority and the Fire Department shall have the right of entry to facilities, buildings, and Improvements at the Airport without advanced notification during emergencies. Emergencies may include, but shall not be limited to, fire, acts of nature, or Hazardous Materials spill or leak, or for the protection of persons or Property.

176.9 AIRCRAFT RULES AND REGULATIONS

(a) Regulatory Measures

Aeronautical Activities shall conform to 14 Code of Federal Regulations (CFR), the Minimum Standards for Aeronautical Services (Minimum Standards), these Rules and Regulations, the instructions of the Authority, the directives of the Executive Director, or ATC personnel.

(b) Derelict, Non-Airworthy, Disabled, or Abandoned Aircraft

- (1) Only Aircraft considered airworthy by the FAA shall use the Airport for Aircraft parking, staging, or storage.
- (2) Aircraft may undergo major renovation or restoration as long as the Aircraft is stored in a Hangar or such other location as may be approved by Authority in writing for such Aircraft Maintenance.
- (3) Aircraft that are Derelict or non-airworthy shall be promptly removed from the Airport by the Aircraft Owner or Aircraft Operator unless otherwise authorized in writing by the Authority.
 - (i) In the event the Authority determines the Aircraft Owner or Aircraft Operator is unavailable or unable (or if Aircraft Owner or Aircraft Operator, after being notified by the Authority, refuses or fails) to remove the derelict or non-airworthy Aircraft in a timely manner (at Aircraft Operator's cost and expense), the Aircraft may be removed by the Authority at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the Authority for damage arising from, out of, or related to, such removal.
- (4) Aircraft Owners or Aircraft Operators shall be responsible for the safe and prompt removal of disabled Aircraft and any part thereof from a Movement Area to a designated Non-Movement Area, unless otherwise required or directed by the Authority, FAA, National Transportation Safety Board (NTSB), or Agency having jurisdiction.
 - (i) In the event the Authority determines the Aircraft Owner or Aircraft Operator is unavailable or unable (or if Aircraft Owner or Aircraft Operator, after being notified by the Authority, refuses or fails) to remove the disabled Aircraft in a timely manner (at Aircraft Operator's cost and expense), the Aircraft may be removed by the Authority at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator, without liability to the Authority for damage arising from, out of, or related to, such removal.
- (5) Abandoning an Aircraft on the Airport is prohibited.

(c) Based Aircraft Registration

- (1) Based Aircraft must be registered with the Authority or through the FBO or SASO where the Aircraft is based.
- (2) Registration information shall include the following:
 - (i) Aircraft make, model, registration number, and maximum gross landing weight.
 - (ii) Aircraft Owner's and Aircraft Operator's (if different) name, address, and phone number.
 - (A) If more than one person or Entity owns and/or operates the Aircraft, the name,

address, and phone number of all Owners and Operators shall be provided.

- (iii) A certificate of insurance identifying the minimum acceptable levels established by the Authority
- (3) Based Aircraft Operators must have a Tiedown or Hangar Agreement with either the Authority or an authorized FBO or SASO.

(d) Hours of Operation

The Airport is available for use 24 hours per day, 7 days per week, unless closed by Notice to Airmen (NOTAM).

(e) Aircraft Accidents

- (1) Aircraft Operators involved in an Aircraft Accident shall make a full and complete report of the Aircraft Accident to the Authority and appropriate Agencies in a timely manner, complete any additional required forms and/or reports, and comply with NTSB Regulations.
 - (i) The report shall include copies of any forms, reports, and/or documentation provided to the NTSB, FAA, or other Agencies having jurisdiction.
- (2) Aircraft involved in an Aircraft Accident may not be removed from the scene of the Aircraft Accident until authorized by the Authority who shall receive authorization from the FAA, NTSB, or other Agencies having jurisdiction, as applicable.
- (3) Once authorization to remove the Aircraft has been issued, the Aircraft Owner or Aircraft Operator shall be responsible for the safe and prompt removal of the Aircraft to return the Airport back to normal operations.

(f) Prohibiting Use of the Airport

- (1) The Authority shall have the right at any time and under any circumstance to close the Airport or any portion thereof to air traffic, to prohibit Aircraft arrivals, departures, or movement at the Airport, to delay or restrict any flight or other Aircraft operation, or to deny the use of the Airport to any person(s) when the Executive Director considers such actions to be necessary and desirable in the interest of safety or security or when it is determined the operation of an Aircraft would likely endanger persons or Property.
 - (i) The Authority, the FAA, or ATC may issue, modify, or cancel a NOTAM to close or open the Airport (or any portion thereof) or to restrict or terminate any activity.
 - (ii) Under no circumstance shall an authorized Airport closure or restriction constitute grounds for reimbursement of any expense, cost, loss of revenue, or damage which may be incurred by any Lessee, Sub-lessee, Operator, Permittee, or User.

(g) Maintenance

- (1) Aircraft Maintenance may only be performed within Hangars or those areas identified by the Authority and shall be limited solely to that specifically permitted by the type rating established by building and fire codes, and then, only in compliance with Regulatory Measures and with the instructions of the Authority, the directives of the Executive Director, and the orders of the Fire Department.
- (2) Aircraft painting or paint stripping shall be performed only in Hangars or buildings specifically approved for these activities by an Agency having jurisdiction.

(h) Cleaning

- (1) Aircraft cleaning shall only be performed in full and complete compliance with the Authority's SWPPP.
- (2) Aircraft cleaning occurring in locations other than approved Aircraft wash racks shall be approved by the Authority.
 - (i) Requests for permission shall include name of Aircraft Operator, location, time and duration, Entity conducting Aircraft washing, description of methods and materials to be used, and methods utilized to contain contaminated materials resulting from the activity.
- (3) All residual fluids (cleaning byproducts) must flow to an oil/water separator or collection sump.
- (4) It is recommended all Aircraft cleaning be accomplished with biodegradable soap and without the use of solvents. When non-biodegradable soap and solvents are used for Aircraft cleaning, these substances shall be disposed of in accordance with applicable Regulatory Measures.
- (5) Aircraft, Aircraft engines, and/or parts may be dry washed in areas not having an oil/water separator.

(i) Deicing

Aircraft deicing (the removal of snow and/or ice with chemical substances) shall only be accomplished in the location(s) specified by the Authority.

(j) Engine Operation

- (1) Between the hours of 10 p.m. and 6 a.m., Aircraft engine Runups are not permitted except for Runups required in preparation for Aircraft departure.
- (2) High power Aircraft engine Runups are to be performed only in areas designated by the Authority.
- (3) Aircraft engines shall not be started within any structure.
- (4) Any person operating an Aircraft engine in an area which is accessible to the public shall alert and take precautions to protect the public from potential hazards resulting from such operations.
- (5) Starting an Aircraft engine when there is flammable liquid on the ground in the immediate vicinity of the Aircraft is prohibited.
- (6) Aircraft controls shall be attended while Aircraft engines are operating.
- (7) Propeller, engine, and exhaust noises shall be kept to a minimum.

(k) Parking and Storage

- (1) Aircraft shall be parked in such a manner as to be completely contained within the parking or Tiedown space and shall not be positioned in such a manner so as to block a Runway, Runway Approach Zone, Taxiway, Taxilane, or obstruct access to Hangars, parked or staged Aircraft, parked or staged Vehicles, equipment, gates, or Fuel storage facilities.
- (2) Aircraft Operator is responsible for the security of the Aircraft. The Authority recommends that keys be removed from Aircraft and doors and baggage compartments be locked.
- (3) Unless otherwise provided in an Agreement, no person shall use any area for the

parking, staging, and storage of Aircraft, without prior written permission of the Authority.

- (i) In the event a person uses any area of the Airport for Aircraft parking, staging, or storage without first obtaining the prior written permission of the Authority, the Authority may remove and store the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability for damage that may arise from such removal or storage.
- (4) Aircraft Operators shall ensure Aircraft are properly secured, as set forth in Advisory Circular (AC) 20-35C, when parked and/or stored at the Airport.
- (5) Upon request of the Authority, the Aircraft Owner or Aircraft Operator of any Aircraft parked, staged, or stored shall move the Aircraft to the location and/or position identified by the Authority. In the event the Aircraft Owner or Aircraft Operator refuses, is unable, or unavailable, the Authority may move the Aircraft at the risk, cost, and expense of the Aircraft Owner or Aircraft Operator without liability for damage which may arise from such movement.

(l) Aircraft Security

- (1) In the event the type, use, or condition of an Aircraft requires that security be obtained, provided, and/or maintained for the Aircraft, the Aircraft Owner or Aircraft Operator shall be responsible for such security and may only provide (and/or arrange for) such security after notification of and approval by the Authority.
- (2) Security measures shall not be employed as a means to hinder, delay, or prevent relocation or removal of Aircraft at the direction of the Authority.
- (3) No person shall interfere or tamper with any parked, staged, or stored Aircraft in contradiction to these Rules and Regulations without the Aircraft Owner's or Aircraft Operator's permission.

(m) Operations

- (1) All Aircraft shall be operated in accordance with 14 CFR and other applicable Regulatory Measures based upon the type and use of the Aircraft.
- (2) Operating an Aircraft in a careless, negligent, or reckless manner; in disregard of the rights, safety, or security of others; without due caution and circumspection; or at a speed or in a manner which endangers or is likely to endanger persons or Property is prohibited.
- (3) Aircraft Operators shall obey all pavement markings, signage, and lighted signals unless instructed otherwise by ATC or the Authority.
- (4) Airborne radar equipment shall not be operated or ground-tested in an area where the directional beam of such radar, if high intensity (50KW or greater output), is within 300 feet or if low intensity (less than 50 KW output), is within 100 feet of another Aircraft, Refueling Vehicle, or a Fuel storage facility.
- (5) Aircraft radio transmissions, if not for maintenance purposes, are prohibited while an Aircraft is inside a Hangar.
- (6) The starting, positioning, or taxiing of Aircraft shall be done in such a manner so as to avoid generating or directing any propeller slipstream or engine blast which may endanger persons or damage Property.
 - (i) To avoid this situation, it may be necessary to tow the Aircraft to a location or

position where the propeller slipstream or engine blast will not endanger persons or damage Property when the engines are started or operated.

- (7) Aircraft shall not land, take off, taxi, park, or be staged in any area that has been restricted to a maximum weight bearing capacity of less than the maximum weight of the Aircraft or on any closed runway or taxiway.
 - (i) It shall be the Aircraft Operator's responsibility to repair any damage to the Authority's Runways, Taxiways, Taxilanes, or Aprons caused by excessive Aircraft weight loading and/or other operations.

(n) Taxiing and Towing Operations

- (1) Aircraft shall not be taxied until the Aircraft Operator has ascertained (by visually inspecting the area) that there shall be no danger of collision with any person, structure, object, or Property in the area.
- (2) Aircraft shall not be taxied into, out of, or within any structure at the Airport.
- (3) Aircraft (other than unmanned Aircraft) being taxied shall have a person at the controls of the Aircraft who shall monitor the radio transmitting frequency in use by ATC. In the event the Aircraft is not equipped with a radio or the radio is inoperative, the Aircraft shall be moved only when accompanied by an escort Vehicle equipped with an operating radio and an operating yellow rotating beacon or when, by prior coordination, directions are transmitted by ATC through the use of a light gun.
- (4) Aircraft Operators shall not taxi an Aircraft at a speed greater than is reasonable and prudent under the conditions that exist with regard for actual and potential hazards and other Aircraft so as not to endanger persons or Property.
- (5) Aircraft shall only be taxied or towed in areas normally used for operation of Aircraft unless prior written approval has been provided by the Authority.

(o) Rotorcraft Operations

- (1) Rotorcraft shall park or operate only in areas designated by the Authority for rotorcraft operations.
- (2) Rotorcraft shall not be operated within fifty (50) feet of any building or Fuel storage facility.
- (3) Rotorcraft shall not be operated within one hundred (100) feet of any area where Light Aircraft are parked or operating.

(p) Military Operations

Military operations are governed by a Joint Use Agreement with the 174th ANG, which is incorporated by reference.

(q) Noise Abatement Procedures

Consistent with the Aircraft Operator's responsibility for fully complying with 14 CFR, the instructions of ATC personnel, and the operating parameters of the Aircraft as set forth by the Aircraft manufacturer, Aircraft Operators shall use procedures which minimize the noise impact on surrounding areas. This includes, but is not limited to, avoiding low altitude maneuvers, maintaining optimum power settings and operating altitudes, and avoiding flights over populated areas.

(r) Fees

- (1) The Authority has the right to establish reasonable and not unjustly discriminatory fees for use of the Airport.
- (2) Aircraft Owners and Operators shall have the responsibility to pay all fees, which may be established and assessed from time to time by the Authority, unless exempt from payment of certain fees as may be stipulated in an Agreement. Aircraft that may be exempt from Authority fees include Aircraft owned and/or operated by the United States of America, owned and/or operated by military forces of the United States of America, and operated by foreign military forces in support of allied military operations that do not utilize the Airport significantly (as defined by the FAA).
- (3) The Authority shall have the authority to detain any Aircraft for non-payment of any fees which are properly due to the Authority.
- (4) A schedule of rates, fees, and charges will be published by the Authority.
 - (i) Any commercial aircraft, not a signatory to an agreement with the Authority which otherwise establishes a landing fee, shall be charged a minimum landing fee of one hundred dollars (\$100.00).

176.10 AVIATION FUELING

(a) General

(1) Fuel Handling

- (i) Aircraft shall not be engaged in Fuel Handling in an area where Aircraft engines are operating, Aircraft or engines are being warmed by application of heat, or while the Aircraft is located in a congested area.
- (ii) A properly trained person shall be present and responsive while Fuel is being transferred into or out of any Fuel storage facility (from or into Refueling Vehicle).
 - (A) The person shall remain within the immediate vicinity, in close proximity to, and in direct view of all operating controls and Refueling Vehicles.
 - (B) The person shall not leave the discharge end of any hose(s) unattended at any time while the transfer of Fuel is in progress.
 - (C) The person shall not block open, disengage, or deactivate the “deadman” or any related controls while Fuel Handling.
- (iii) All Fuel Handling shall be treated with due caution and circumspection with regard to the rights, safety, and security of others so as not to endanger, or be likely to endanger, persons or Property.
- (iv) Persons engaged in Fuel Handling shall exercise care and extreme caution to prevent overflow or spills of Fuel or oils.
 - (A) Should a Fuel or oil spill occur at the Airport, the party responsible shall fully comply with Part 176.3(p) of these Rules and Regulations.
- (v) Refueling Vehicles shall be positioned so the Vehicle can be directly driven away from the loading or refueling position in the event of spill or fire.
- (vi) Fuel Handling shall be conducted outdoors and at least twenty-five (25) feet from any Hangar or building and fifty (50) feet from any combustion and ventilation air-intake to any boiler, heater, or incinerator room or as approved by the Authority and the Fire Department.
- (vii) Vehicles shall be refueled only at refueling stations and from dispensing devices approved by the Authority and the Fire Department.
- (viii) In the absence of suitable ground support equipment, a turbine-powered auxiliary power unit mounted at the rear of the Aircraft or on the wing on the side opposite from the fueling point may be operated during Fuel Handling.
 - (A) A turbine-powered auxiliary power unit may be operated during Fuel Handling provided its design, installation, location, and combustion air source do not constitute a Fuel vapor ignition source.
 - (B) Fuel Handling shall be conducted in accordance with the procedures stipulated in the Aircraft Operator's Manual.
- (ix) Fuel Handling shall not occur if an electrical storm is in progress in the immediate vicinity of the Airport.
 - (A) Fuel Handling may resume fifteen (15) minutes following any reported or observed lightning flash within five (5) miles of the Airport.
- (x) The Refueling Vehicle shall be bonded to the Aircraft or Fuel storage facility to equalize the voltage potential.
 - (A) All hoses, nozzles, spouts, funnels, and appurtenances used in Fuel Handling

shall be FM or UL approved and shall be equipped with a bonding device to prevent ignition of volatile liquids.

- (xi) Refueling Vehicles shall not be operated in reverse unless another trained person is present to safely monitor and direct the movement of the Refueling Vehicle.
 - (xii) Fuel Handling shall not occur while passengers are on board the Aircraft unless a passenger-loading ramp is in place at the Aircraft's cabin door, the door is in the open position, and a qualified attendant is present at the door.
 - (xiii) No person shall operate any radio transmitter or receiver or switch it on or off during Fuel Handling unless said radio transmitter or receiver is designed specifically for such environment.
 - (xiv) No person shall operate Aircraft electrical systems or switch Aircraft electrical appliances on or off during Fuel Handling.
 - (xv) Hold down or hold open devices on Refueling Vehicle nozzles are prohibited.
 - (xvi) For single point Fueling, "deadman" controls or mechanisms shall be utilized and shall remain in safe operating condition and good working order.
 - (A) No person shall deactivate or bypass a "deadman" control or mechanism at any time.
 - (xvii) During Fuel Handling, no person shall use any material or equipment which is likely to cause a spark or ignition within fifty (50) feet.
 - (A) Smoking, matches, lighters, and open flames (e.g., candles, fixtures, or fires) are prohibited within fifty (50) feet of any Aircraft, Refueling Vehicle, or Fuel storage facility.
 - (xviii) Refueling Vehicles (including Fuel tankers) shall only use the entrance, exit, and route designated by the Authority during the transportation and delivery of Fuel.
 - (xix) Refueling Vehicles (including Fuel tankers) shall be subject to inspection at any time to determine compliance with these Rules and Regulations.
 - (xx) The Authority assumes no liability or responsibility for any violation of any Aircraft, Refueling Vehicle or refueling requirement or procedure, any error, omission, negligence, or any violation of any Regulatory Measure relating to Fuel Handling.
 - (A) Entities engaged in Fuel Handling shall be solely, fully, and completely responsible for any such violation, error, omission, or negligence incident to or in connection with the entities Fuel storage facilities, Refueling Vehicles, Fuel Handling, and training.
 - (B) Entities engaged in Fuel Handling shall reimburse the Authority for any fines, legal or court costs, incurred by the Authority for any such violation, error, omission, or negligence.
- (2) Rotorcraft Rapid Refueling
- (i) Only turbine engine Rotorcraft fueled with Jet Fuel shall be permitted to be fueled while an onboard engine is operating. All sources of ignition must be located above the Fuel inlet port(s), vents or tank openings.
 - (ii) An FAA-licensed Rotorcraft pilot shall be at the Rotorcraft controls during the entire Fuel Handling process.
 - (iii) If applicable, medical crew members shall be ready to remove the patient from the Rotorcraft to a safe area in the event of a Fuel Handling accident.
 - (iv) Only designated personnel, properly trained in rapid refueling operations, shall operate the Refueling Vehicle.

- (v) All doors, windows, and access points allowing entry to the interior of the Rotorcraft which are adjacent to, or in the immediate vicinity of, the Fuel inlet ports shall be closed and shall remain closed during Fuel Handling.
 - (vi) Fuel shall be dispensed into an open port from approved dead-man type nozzles, with a flow rate not to exceed 60 gallons per minute or it shall be dispensed through close-coupled pressure fueling ports.
 - (vii) When Fuel is dispensed from fixed piping systems the hose cabinet shall not extend into the rotor space.
 - (viii) The Refueling Vehicle shall be pre-positioned in a designated area and the Rotorcraft will land after the Refueling Vehicle has been parked and the wheels chocked (maintaining no less than twenty (20) feet between any Rotorcraft rotating component and the Refueling Vehicle). The Refueling Vehicle shall not be moved or relocated while the Rotorcraft is on the ground or hovering near-by.
- (3) Storage of Refueling Vehicles
- (i) Refueling Vehicles shall be stored outdoors and not less than fifty (50) feet from a building or at the distance approved by the Fire Department unless the building is designed, constructed, and used exclusively, and approved by the Fire Department specifically for this purpose.
 - (ii) Refueling Vehicles shall be parked in a manner that provides a minimum of ten (10) feet of separation between Vehicles and any other Vehicle or Aircraft and a minimum of twenty (20) feet from a storm water inlet.
- (4) Maintenance of Refueling Vehicles
- (i) Maintenance of Refueling Vehicles shall be performed outdoors or in a building which is approved by the Fire Department specifically for this purpose.
 - (ii) Entities engaged in Fuel Handling shall document and maintain and keep on file Refueling Vehicle maintenance records. These records shall be made available to the Authority upon request.
- (5) Fuel Storage Facilities
- (i) All security gates leading into Fuel storage facilities shall remain (be kept) closed, locked, and secured except when actually in use.

(b) Commercial Fueling

Entities engaged in Commercial Fueling must be authorized to conduct Commercial Fueling operations under the Minimum Standards for Aeronautical Services.

(c) Non-Commercial Self-Fueling

Entities engaged in Non-Commercial Self-Fueling shall comply with the Minimum Standards for Aeronautical Services.

176.11 ENFORCEMENT

(a) General

- (1) Representatives of the Authority, as designated by the Executive Director, shall enforce these Rules and Regulations.
- (2) Any Entity who violates, omits, neglects, or refuses to comply with these Rules and Regulations or any lawful order issued pursuant thereto may be cited and/or removed from, denied use of, and/or prevented from engaging in activities at the Airports and may be subject to all legal, equitable, statutory, and common law rights and remedies available to the Authority including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, damages, fines, penalties, etc.
- (3) The Authority reserves the right to promulgate a schedule of fines and penalties to address violations of these Rules and Regulations. The assessment of a fine or penalty may be appealed to the Executive Director in the manner set forth in these Rules and Regulations.

(b) Misdemeanor Penalty for Infractions

- (1) Any person who violates any provision of these Rules and Regulations, or who violates any order duly issued by the Executive Director or his/her duly authorized representative, or who willfully refuses to obey a lawful order of a Law Enforcement Officer directed to that person on the Airport, shall be guilty of a misdemeanor, and upon conviction thereof, shall be liable to:
 - (i) a fine of not more than two hundred fifty dollars (\$250.00), or
 - (ii) imprisonment for not more than one hundred eighty (180) days, or
 - (iii) both such fine and imprisonment, or
 - (iv) pay the Authority a penalty not exceeding one thousand (\$1,000.00).

(c) Removal of Illegally Parked or Abandoned Vehicles

The Authority may, without notice, tow or otherwise remove any Vehicle parked in violation of these Rules and Regulations (or if the Vehicle creates a safety or security hazard or interferes with Airport operations) or any Abandoned Vehicle at the Vehicle Operator's risk, cost, and expense and without liability for damage that may result from such removal.

(d) Jurisdiction

Enforcement of the provisions of these Rules and Regulations and the penalties for violations thereof prescribed herein shall be by legal, equitable or criminal proceedings or action instituted in any court of competent jurisdiction located in the County of Onondaga, State of New York, except as such enforcement may be accomplished by exercise of the powers and authority given in said Rules and Regulations to the Executive Director.

APPENDIX A – Airport Property Map

APPENDIX B – Airport Layout Plan

APPENDIX C– APPLICATION FOR PERMITS TO SOLICIT, DISTRIBUTE
INFORMATION OR DEMONSTRATE

PERMIT APPLICATION ADDENDUM - INDEMNIFICATION

Pursuant to Article IIIA, Section C(1)(h) of the Syracuse Regional Airport Authority's Rules and Regulations, the permit applicant(s) hereby agree(s) and undertake(s) to indemnify and hold harmless the Authority, the City of Syracuse, the airlines operating the Airport, the Airports' tenants and lessees, and all their respective officials, officers, employees and agents, against any claims that arise or are made against any of the foregoing in connection with the permit holder(s) or its agents at the Airport.

The undersigned is authorized to sign this indemnification on behalf of the permit applicant(s).

Printed Name

Position with Permit Applicant
(where applicable)

Signature

Date

SYRACUSE REGIONAL AIRPORT AUTHORITY

TO: ALL FIRST AMENDMENT APPLICANTS

In order to ensure compliance with the Syracuse Regional Airport Authority's Rules and Regulations and to guarantee an equal opportunity for all distributors, solicitors, and/or demonstrators, the following rules and regulations must be adhered to:

Part 176.4(f) Rules Governing Conduct of the Permitted Activities

In conducting the activities governed by these Rules and Regulations, no person or group is permitted to:

- (1) obstruct, delay, interfere with the free movement of, coerce, intimidate, impede, hamper, or physically grasp at any person, including but not limited to travelers, visitors, persons who work at the Airport, and persons checking or picking up baggage;
- (2) assist or offer to assist any person in the carrying or handling of baggage;
- (3) obstruct, delay or interfere with any vehicle;
- (4) state or represent that he or she or the organization is a representative of or otherwise affiliated with the Authority, the Airport, the City of Syracuse, or an airline;
- (5) fail to wear the required identification prescribed by the Authority at any time while engaging in the permitted activities;
- (6) use a sound or voice amplification device or any noisemaker or musical instrument, since such noise may interfere with or impede the transaction of business by airlines, concessionaires, and lessees, or the safe, orderly, and efficient operation of the Airport;
- (7) except for holders of a permit for solicitation under these Regulations, receive or accept any donation, contribution, gift or payment of money;
- (8) conduct any credit/debit card transaction or electronic funds transfer or any enrollment for any credit/debit transaction or electronic funds transfer. This prohibition specifically includes, but is not limited to, holders of permits for solicitation;
- (9) erect any table, chair, or other structure, and/or use any wheeled or stationary device;
- (10) store or keep any literature or other materials anywhere on the premises of the Airport, except in a carry bag, which must be carried or harnessed onto a person, so as not to extend beyond the person's body width;
- (11) carry any banners or signs that are posted on poles or sticks of any type or that exceed the following size limitation: banners or signs may be held by a person or worn on an individual's person, so long as such banners or signs do not protrude beyond the person's front or back or exceed the person's body width; or
- (12) violate any federal, state or local law, regulation or policy.

It is your obligation to be cognizant of not only the aforementioned rules and regulations, but the entire Amended Rules and Regulations Governing First Amendment Activities.

I have read the above Rules and Regulations governing conduct of the permitted

v3, Draft, 2016-11-10
Subject to continuing legal review

activities at the Airport and by my signature attest to understanding their contents and agree to fully comply with the rules and regulations set forth.

Signature of applicant

Date

Printed Name

APPLICATION FOR PERMITS TO SOLICIT, DISTRIBUTE INFORMATION OR
DEMONSTRATE PURSUANT TO THE SYRACUSE REGIONAL AIRPORT AUTHORITY
RULES AND REGULATIONS

TYPE OF PERMIT REQUESTED (Check one):

Solicit: _____ Distribute Information: _____ Demonstrate: _____

LOCATION REQUESTED (Check one):

Within Terminal: _____ Outside Terminal: _____ Airport Entrance: _____

COMPANY OR INDIVIDUAL APPLICANT:

Name: _____

Address: _____

City, State, & Zip Code: _____.

Telephone Number: _____ Cell Number: _____

E-Mail Address: _____

PERSON HAVING SUPERVISION OVER THE ON-SITE ACTIVITIES (“Responsible Person”):

Name: _____

Address: _____

City, State, & Zip Code: _____

Telephone Number: _____ Cell Number: _____

E-Mail Address: _____

DESCRIPTION OF MATERIALS TO BE DISTRIBUTED:

DESCRIPTION OF ACTIVITIES:

PLEASE NOTE:

If soliciting funds, your not-for-profit status documents must be attached to this application. No person or group is permitted to conduct any debit/credit transaction or electronic funds transfer or any enrollment for credit/debit transaction or electronic funds transfer. Applicant must provide a copy of all the material that is to be handed out or used to solicit funds when applying for permits. If applicant fails to comply with the request for material, the permits will not be issued.

For the purpose of distribution activity, you must provide copies of all material that will be handed out, and or carried, at the time of the application. Failure to submit all requested material will result in a delay of issuance of permits.

DATE AND TIME REQUESTED (MAXIMUM OF TEN (10) DAYS):

NUMBER PERSONS TO BE PARTICIPATING:

**(up to 2 persons for locations within or outside the Terminal)
(up to 10 persons for locations at the Airport entrance)**

As the "Responsible Person" named above, I attest that the information contained in this application, and any other materials provided to the Authority in support of, or related to, this application are true and correct to the best of my knowledge.

Printed

Signature

Date

Official Use Only

Deputy Commissioner of Aviation Review:_____

NAME AND ADDRESS OF EACH PARTICIPANT:

You may use the space below or a separate sheet of paper for this section for the Name and Address of each participant.

Name	Address
1	_____
2	_____
3	_____
4	_____
5	_____
6	_____
7	_____
8	_____
9	_____
10	_____

APPENDIX D – Permit Process for Physical Improvements

APPENDIX E – Authority Representatives Authorized to Enforce These Regulations

The following Authority representatives are authorized to enforce these regulations:

1. SRAA Executive Director
2. SRAA CFO/Treasurer
3. City of Syracuse Deputy Commissioner of Aviation
4. Employees of G4S Secure Solutions, Inc. assigned to the Syracuse International Airport

_____ Christina R. Callahan, C.M. Executive Director Syracuse Regional Airport Authority	_____ Date
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RESOLUTION

2016

**Resolution Adopting the 2017
Regular Meeting Schedule for
the Syracuse Regional Airport
Authority**

**RESOLUTION ADOPTING THE 2017 REGULAR
MEETING SCHEDULE FOR THE SYRACUSE REGIONAL
AIRPORT AUTHORITY**

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, pursuant to Section 2799-ggg(4) of New York Public Authorities Law, as amended, the Authority adopted Organizational By-Laws for the organization and management of the Authority; and

WHEREAS, Section 5.2 of the Organizational By-Laws of the Authority grants the Board of the Authority the power to hold regular meetings at such times and places as from time-to-time may be determined by resolution of the Board; and

WHEREAS, a proposed 2017 Board Regular Meeting Schedule has been proposed and submitted to the Board by Authority management and has been duly considered by the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby adopts the 2017 Board Regular Meeting Schedule as attached to and made a part of this Resolution, as the regular meeting schedule of the Board of the Authority for 2017; and

BE IT FURTHER RESOLVED, that the Syracuse Regional Airport Authority hereby authorizes and directs the Secretary of the Authority to publish the 2017 Board Regular Meeting Schedule, and to revise and republish any subsequent changes to the 2017 Board Regular Meeting Schedule as the Board may require; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Resolution Adopted Date:_____.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

Syracuse Regional Airport Authority
2017 Regular Meeting Schedule *

Date: Friday, February 3, 11:00 a.m.
Location: Syracuse Regional Airport Authority Board Room

Date: Friday, March 10, 11:00 a.m.
Location: Syracuse Regional Airport Authority Board Room

Date: Friday, May 12, 11:00 a.m.
Location: Syracuse Regional Airport Authority Board Room

Date: Friday, June 9, 11:00 a.m.
Location: TBD (Off-site)

Date: Friday September 8, 11:00 a.m. (**Annual Meeting**)
11:30 a.m. (**Regular Meeting**)
Location: Syracuse Regional Airport Authority Board Room

Date: Friday, November 10, 11:00 a.m.
Location: Syracuse Regional Airport Authority Board Room

Date: Friday, December 9, 11:00 a.m.
Location: Syracuse Regional Airport Authority Board Room

*** All meetings will begin at 11:00 a.m. unless otherwise noted.**

RESOLUTION

2016

**Resolution Adopting
Financial Disclosure Policy
for Board Members, Officers
and Employees and Form of
Financial Disclosure**

Resolution No.

2016

**RESOLUTION ADOPTING FINANCIAL DISCLOSURE POLICY FOR
BOARD MEMBERS, OFFICERS AND EMPLOYEES AND FORM OF
FINANCIAL DISCLOSURE**

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 a local public authority as defined in Section 2(2) of the New York Public Authorities Law; and

WHEREAS, pursuant to Section 2825(3) of the New York Public Authorities Law board members, officers, and employees of a local public authority shall file annual financial disclosure statements with the county board of ethics for the county in which the local public authority has its primary office pursuant to Article 18 of the General Municipal Law; and

WHEREAS, Article 18 of the General Municipal Law provides that in the event a political subdivision enacted legislation on or before January 1, 1991 prescribing the form of the financial disclosure statement to be utilized for purposes of financial disclosure, such form would satisfy the requirements of Article 18 of the General Municipal Law; and

WHEREAS, the County of Onondaga (the “County”) by Local Law No. 13 – 90, adopted on June 4, 1990 enacted such legislation prescribing the form of financial disclosure statement to be utilized for such purposes and to be filed with the County Board of Ethics on or before May 15 of each year; and

WHEREAS, pursuant to the Enabling Act the members of the Board of the Authority are appointed by multiple political subdivisions in the County.

NOW, THEREFORE BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby adopts the form of financial disclosure statement required by Onondaga County the form of which is annexed hereto at Schedule "A"; and be it further

RESOLVED, that the members of the Board of the Authority and its Executive Director shall complete and file such form of financial disclosure as shown for "Level I Officers" on the annexed Schedule "A" with the County Board of Ethics on or before May 15 of each year, and it is further

RESOLVED, that each appointed member of the Board may, in addition to such County Board of Ethics filing, also file such form of financial disclosure with the City of Syracuse and/or the political subdivision which appointed such member to the Board of the Authority as they may wish.

Resolution Adopted Date: November 10, 2016.

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____.
Secretary

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE
 FOR SYRACUSE REGIONAL AIRPORT AUTHORITY FOR CALENDAR YEAR 2016
 LEVEL I OFFICERS, EMPLOYEES, AND APPOINTED OFFICIALS

1. Your Name: _____

2. (a) Title of Onondaga County Position: _____

(b) County Department, County Agency, or other County Government Affiliation:

(c) Present Business or Home Address: _____

(d) Present Business or Home Telephone Number: _____

3. (a) Your Present Marital Status: If married, please give spouse's full name, including maiden name where applicable:

(b) List the names and ages of any child. For purposes of completing this statement "child" is defined as a son, daughter, stepson or stepdaughter under 18 years of age, or a dependent as defined by the Internal Revenue Code:

<u>Name</u>	<u>Age</u>
_____	_____
_____	_____
_____	_____

4. (a) "Reporting Category." For the purpose of completing the statement of financial disclosure, no exact dollar amounts are to be included. Rather, whenever a value or amount is required to be reported herein, such value or amount shall be reported as being within one (1) of the following categories:

- Category A: \$0 - \$10,000
- Category B: \$10,001 - \$50,000
- Category C: Over \$50,000

(b) List the location of any real property within the County or within five miles of the County in which he or she, or his or her spouse, or his or her dependent child, has an ownership or other financial interest:

<u>Family Member</u>	<u>Location</u>	<u>Reporting Category</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(c) List the name of any partnership, unincorporated association, or other unincorporated business, of which he or she, or his or her spouse, or his or her dependent child, is a member, officer or employee, or in which he or she, or his or her spouse's position, or his or her dependent child's position has a proprietary interest, if any, with the partnership, association, or business:

<u>Family Member</u>	<u>Name and Address of Organization</u>	<u>Position</u>	<u>Reporting Category</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(d) List the name of any corporation of which he or she, or his or her spouse, or his or her dependent child, is an officer, director, or employee, or of which he or she, or his or her spouse, or his or her dependent child, legally or beneficially owns or controls more than five percent of the outstanding stock, and his or her position, and his or her spouse's position, or his or her dependent child's position, if any, with the corporation:

<u>Family Member</u>	<u>Name and Address of Organization</u>	<u>Position</u>	<u>Reporting Category</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(e) List the name and description of any outside employment from which he or she, or his or her spouse, or his or her dependent child, has derived, during the previous calendar year, gross income in excess of two thousand dollars (\$2,000):

<u>Family Member</u>	<u>Name and Address of Organization</u>	<u>Position</u>	<u>Reporting Category</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(f) List each source of gifts, excluding campaign contributions, in excess of \$1,000, received during the reporting period for which this statement is filed, by the reporting individual or such individual's spouse or dependent child from the same donor < excluding gifts from a relative. Include the name and address of the donor. The term "gifts" does not include reimbursements, which term is defined in item (g) herein. Indicate the value and nature of each such gift:

<u>Family Member</u>	<u>Name and Address of Organization</u>	<u>Position</u>	<u>Reporting Category</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(g) Identify and briefly describe the source of any reimbursements for expenditures, excluding campaign expenditures and expenditures in connection with official duties reimbursed by the political subdivision, for which this statement has been filed, in excess of \$1,000 from each such source. For purposes of this item, the term "reimbursements" shall mean any travel-related expenses provided by non-governmental sources and for activities related to the reporting of individual's official duties such as, speaking engagements, conferences, or fact-finding events. The term "reimbursements" does not include gifts reported under item (f) herein:

Source	Description	Reporting Category
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. If a reporting officer, employee or appointed official is not able, after reasonable efforts, to obtain some or all of the information required by paragraph four of this section, which relates to his or her spouse or household member, he or she shall so state, as part of the annual disclosure statement.

6. If a reporting officer, employee or appointed official practices law, is licensed by the Department of State as a real estate broker or agent, or practices a profession licensed by the Department of Education, his or her annual disclosure statement shall include a general description of the principal subject areas of matter undertaken by such officer, employee or appointed official in his or her licensed practice. If such officer, employee or appointed official practices with a partnership, unincorporated association or corporation, and is a partner or shareholder of the firm or corporation, his or her annual disclosure statement shall include a general description of the principal subject areas of matters undertaken by such firm or corporation. The disclosure required by this section shall not include the names of individual clients, customers or patients.

I hereby certify under penalty of perjury, that the information disclosed on this form is true and complete.

_____ Name

Sworn to before me this _____

day of _____.

Notary Public

**Resolution Authorizing
Executive Director to
Negotiate Consolidated Fixed
Base Operator Agreement
with Signature Flight Support
for the Operation of Ongoing
Fixed Base Operations at
Syracuse Hancock
International Airport**

Resolution No.

2016

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO NEGOTIATE AND ENTER INTO CONSOLIDATED FIXED BASE OPERATOR AGREEMENT WITH SIGNATURE FLIGHT SUPPORT FOR THE OPERATION OF ONGOING FIXED BASE OPERATIONS AT SYRACUSE HANCOCK INTERNATIONAL AIRPORT

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, under the Enabling Act the Authority is responsible for the operation and management of the Syracuse Hancock International Airport (the “Airport”); and

WHEREAS, pursuant to Section 2799-hhh of the Enabling Act the Authority may provide for the establishment, construction, effectuation, operation, management, maintenance, renovation, improvement, extension or repair of aviation facilities by contract, lease or other arrangement with any natural person, firm, partnership, association, joint venture or corporation; and

WHEREAS, Signature Flight Support (“Signature”) is the successor in interest to Landmark Aviation (“Landmark”) a long time Fixed Base Operator (“FBO”) at the Airport; and

WHEREAS, Signature’s parent company, BBA Aviation, acquired the assets and business of Landmark pursuant to an acquisition in or about February 2016 (the “Acquisition”) and since that time Signature has been providing FBO services at the Airport in a satisfactory and professional manner in compliance with the Minimum Standards for Aeronautical Activities in effect at the Airport; and

WHEREAS, Signature has been providing such FBO services pursuant to the terms of multiple “Landmark” leases and other agreements which it acquired in the Acquisition, which leases and agreements are old, outdated, have multiple termination dates, and numerous other non-uniform clauses and provisions; and

WHEREAS, Signature has advised Authority management that it wishes to upgrade and modernize its existing FBO facilities, and in connection therewith Authority management wishes to negotiate and enter into a comprehensive FBO services agreement (“FBO Agreement”) which would replace and supersede the current leases and agreements and provide a single, consistent, uniform written contractual relationship between the Authority and Signature which Authority management believes will be in the best long term interests of the Authority; and

WHEREAS, at its November 10, 2016 Board meeting, Authority management and representatives of Signature made a detailed presentation to the Board concerning the proposed upgrading of Signature facilities and responded to inquiries from the Board concerning such upgrades and the terms of a yet to be negotiated consolidated FBO Agreement.

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, is authorized to negotiate, execute and proceed to a final closing on a consolidated FBO Agreement with Signature Flight Support, and execute any and all necessary documentation in connection therewith on behalf of the Authority.

Resolution Adopted Date: November 10, 2016

Vote: Ayes ____ Nays: ____ Abstentions: ____.

Signed: _____
Secretary

RESOLUTION

2016

**Resolution Authorizing the
Executive Director to Enter
into a Reimbursement
Agreement with the City of
Syracuse**

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT FOR REIMBURSEMENT OF AIRPORT OPERATING EXPENSES WITH THE CITY OF SYRACUSE AND AUTHORIZING PAYMENT OF REIMBURSEMENT AMOUNTS TO CITY OF SYRACUSE

WHEREAS, Chapter 463 of the Laws of New York, 2011 (hereinafter referred to as the “Enabling Act”) added a new Title 34 to Article 8 of New York Public Authorities Law which created and established the Syracuse Regional Airport Authority (the "Authority") and granted it powers to operate, maintain and improve the Syracuse Hancock International Airport (the “Airport”); and

WHEREAS, by Resolution 37 of 2013 the Board of the Authority approved the transfer of responsibility for the operation of the Airport from the City of Syracuse to the Authority subject to the Federal Aviation Administration (“FAA”) issuance of a Part 139 Operating Certificate for the Airport to the Authority; and

WHEREAS, the FAA issued a part 139 Operating Certificate to the Authority effective as of March 1, 2014 (the “Operating Date”); and

WHEREAS, prior to the Operating Date and pursuant to two agreements between the Authority and the City of Syracuse and the Authority and a private security contractor dated November 14, 2011 and July 1, 2012 respectively (the “Security Personnel Services Agreements”), responsibility for providing security personnel services at the Airport was transferred to a private contractor in connection with the City’s gradual transfer of all Airport operations to the Authority in fulfillment of the intent and purpose of the Enabling Act; and

WHEREAS, on or about October 29, 2012 the Syracuse Police Benevolent Association (“PBA”) filed an unfair labor practice charge with the New York State Public Employment

Relations Board (“PERB”) alleging that the transfer of responsibility for security personnel services to a private contractor violated the Public Employees’ Fair Employment Act (the “Act”); and

WHEREAS, on October 1, 2015 a PERB Administrative Law Judge issued a decision finding that during the period July 1, 2012 until the Operating Date (the “Award Period”) the City violated the Act and recommended an Order that the City “make whole” PBA bargaining unit members for wages and benefits lost during the Award Period (the “PERB Award”); and

WHEREAS, after issuance of the PERB decision the City and PBA entered into settlement negotiations concerning the PERB Award and the City has advised the Authority that it has settled the lost wages component of the PERB Award with the PBA and that the City will pay the PBA a revised sum not to exceed two million one hundred eighty six thousand two hundred seventy-eight dollars and twenty cents (\$2,186,278.20) for lost wages during the Award Period (the “Wages Amount”); and

WHEREAS, the City has further advised the Authority that the City may be required to pay an additional sum not to exceed eight hundred thirteen thousand seven hundred twenty-one dollars and eighty cents (\$813,721.80) in related payroll taxes and associated expenses, inclusive of any retirement contributions as the latter may be finally determined by the New York State Comptrollers Office (the “Additional Taxes and Contributions Amount”); and

WHEREAS, by letter dated November 4, 2016 (the “Airport Expense Reimbursement Request”) the City has requested that, upon the submission of appropriate documentary proof of payment to the Authority, the Authority reimburse it for the Wages Amount, and further reimburse it for up to the Additional Taxes and Contributions Amount; and

WHEREAS, the Wages Amount and the Additional Taxes and Contributions Amount are airport operating expenses which accrued prior to the Operating Date and in conjunction with the City's operation of the Airport and its gradual transfer of Airport operations to the Authority; and

WHEREAS, the Authority Board was informed of the PERB charge by the City at or before the time of its filing and the City has periodically advised the Authority of its status since that time; and

WHEREAS, resolution of the PERB charge will also resolve and release the Authority for any liability for or in connection with the PERB charge.

NOW, THEREFORE, after due deliberation having been had thereon,

BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby authorizes the Executive Director, with the advice of counsel, to enter into an Airport Expense Reimbursement Agreement with the City on behalf of the Authority pursuant to which the City will release the Authority from any and all claims in connection with the PERB charge and defend, indemnify and hold harmless the Authority from any claims by third parties concerning the PERB charge, and the Authority will reimburse the City for the Wages Amount and the Additional Taxes and Contributions Amount to the extent provided in this Resolution, and be it further

RESOLVED, that upon execution of the Reimbursement Agreement by the City and the Authority and receipt of satisfactory proof of payment and other backup documentation from the City regarding amounts owing and paid, that the Authority reimburse the City in an amount up to two million one hundred eighty six thousand two hundred seventy-eight dollars and twenty cents (\$2,186,278.20) for the Wages Amount, and be it further

RESOLVED, that upon receipt of satisfactory proof of payment and other backup documentation from the City regarding amounts owing and paid, that the Authority reimburse the City in the further amount of up to one hundred sixty-four thousand six hundred ninety-seven dollars and fifty-two cents (\$164,697.52) for related payroll taxes contemplated within the Additional Taxes and Contributions Amount, specifically the employer share of FICA/Medicare, and be it further

RESOLVED, that subject to receipt by the Authority on or before April 30, 2017 of satisfactory proof of payment and other backup documentation from the City regarding amounts owing and paid (inclusive of any retirement contributions determined to be owing by the New York State Comptrollers Office), that the Authority reimburse the City in an additional amount up to six hundred forty-nine thousand twenty-four dollars and twenty-eight cents (\$649,024.28) representing the balance of the maximum Additional Taxes and Contribution Amount.

Resolution Adopted Date: _____.

Vote: Ayes: ____ Nays: ____ Abstentions: ____.

Signed: _____
Secretary

**AGREEMENT FOR REIMBURSEMENT OF
AIRPORT OPERATING EXPENSES**

AGREEMENT made this ___ day of November 2016 by and between the **SYRACUSE REGIONAL AIRPORT AUTHORITY**, a local public authority established pursuant to Article 8, Title 34 of the New York Public Authorities Law of the Laws of New York of 2011 with offices located at 1000 Eileen Collins Boulevard, Syracuse, New York 13212 (“**Authority**”) and the **CITY OF SYRACUSE**, New York a municipal corporation within the State of New York with offices located at 233 East Washington Street, Syracuse, New York 13202 (“**City**”).

WHEREAS, the City is the owner of the Syracuse Hancock International Airport (“Airport”) which it acquired from the Federal Government in 1946 and up until March 1, 2014 (the “City Operating Period”) was also the operator of the Airport through its Department of Aviation pursuant to a Part 139 Operating Certificate first issued by the Federal Aviation Administration (“FAA”) to the City in 1973;

WHEREAS, during the relevant portion of the City Operating Period, the City collected all revenues generated by the Airport (“Airport Revenues”) and accounted for Airport Revenues by means of an Airport Enterprise Fund established by the City which the City then used to pay and/or reimburse itself, as the case may be, for all Airport operating expenses (“Airport Expenses”) incurred by the City in connection with its operation of the Airport;

WHEREAS, in order to strengthen, improve and expand aviation related facilities and related services at the Airport and in the central New York region, and help foster economic development in the central New York region, the City along with other central New York governmental representatives proposed the establishment of a separate public authority to take over all operations at the Airport in the place and stead of the City;

WHEREAS, by act of the New York State Legislature, on August 17, 2011 the Authority was established for the express purpose of taking over operations at the Airport from the City and stimulating and promoting the development of aviation facilities and related services for the central New York region and increased local, state, national and international air travel and commerce throughout the central New York area;

WHEREAS, in order to achieve a smooth and orderly transfer of Airport operations from the City to the Authority, Airport operations were to be gradually transitioned to the Authority as it acquired administrative and employee resources (the “Transition Process”);

WHEREAS, during and as part of the Transition Process, and prior to the Authority obtaining its own Operating Certificate from the FAA, by agreement dated November 14, 2011 (“Security Services Agreement I”) the City and the Authority agreed that one of the first Airport operations to be transferred from the City to the Authority would be the responsibility for providing security personnel services at the Airport which historically had been provided by the City through the City of Syracuse Police Department (“SPD”);

WHEREAS, in connection with Security Services Agreement I and by further agreement dated July 1, 2012 (“Security Services Agreement II”) the Authority contracted with a private security personnel provider, G4S Secure Solutions, Inc. (“G4S”) to provide security personnel services at the Airport;

WHEREAS, in connection with its providing security personnel at the Airport, and as authorized by Transportation Security Administration (“TSA”) regulations, G4S elected to reduce, but not eliminate, the number of SPD law enforcement officers (“LEO’s”) it would use to provide security personnel services at the Airport and to utilize non-LEO airport security officers (“ASO’s”) to satisfy a portion of the security personnel requirements of the TSA approved airport security program at the Airport;

WHEREAS, the Syracuse Police Benevolent Association (“PBA”) objected to the use of a private security service provider at the Airport and filed an improper practice charge with the New York State Public Employment Relations Board (“PERB”) against the City which alleged a violation of the Public Employees’ Fair Employment Act (the “Act”) by transferring the providing of security services at the Airport to a private contractor (the “PERB Proceeding”);

WHEREAS, the PERB Proceeding was opposed by the City but by ruling dated October 1, 2015 the PERB issued a decision in the PERB Proceeding finding that the City violated the Act when the work of providing security personnel services at the Airport was transferred to a private contractor on July 1, 2012 and which violation continued through March 1, 2014 (the “Operating Date”) on which date all of the Airport assets held by the City, including the Airport Enterprise Fund, were assigned to the Authority and the Authority assumed full operational control of all Airport assets and operations;

WHEREAS, the PERB decision ordered that the City “make whole” the PBA bargaining unit for any wages and benefits lost as a result of the transfer of the work of security services at the Airport to G4S for the period July 1, 2012 through the Operating Date with interest (the “PERB Award”);

WHEREAS, since the PERB issued its decision, the City and the PBA have been negotiating a possible settlement of the PERB Award and have tentatively agreed to a settlement whereby the City would pay the sum of not more than \$2,186,278.20 in wages and benefits, inclusive of interest, (the “Wages Amount”) plus an additional sum not to exceed \$813,721.80 for payroll taxes and retirement benefit contributions as ultimately required pursuant to a determination of the New York State Comptroller’s Office (the “Additional Taxes and Contributions Amount”) to PBA bargaining unit members in full satisfaction, settlement and resolution of the PERB Award and all claims that were or could have been raised in connection with the PERB Proceeding;

WHEREAS, the PERB Award was incurred by the City in connection with its operation of the Airport during the City Operating Period and as such constitutes a direct operating expense of the Airport which the City would normally have paid from the Airport Enterprise Fund had it not been assigned to the Authority by the City on the Operating Date; and

WHEREAS, the City has formally requested by letter dated November 4, 2016 that the Authority reimburse the City from the Airport Enterprise Fund for the amount of the PERB Award paid by the City to PBA bargaining unit members.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by the parties as follows:

1. All of the forgoing recitals are true and correct and are herein incorporated by reference as a material part of this Agreement;
2. The City hereby represents and warrants to the Authority as follows:
 - a. The claim asserted by the PBA in the PERB Proceeding was directly related to the City's operation of the Airport during the City Operating Period;
 - b. The PERB Award constitutes a direct operating expense of the Airport that the City would have paid from the Airport Enterprise Fund but for its assignment to the Authority on March 1, 2014, prior to the date of the decision of the PERB;
 - c. The City has entered into a settlement agreement of the PERB Award with the PBA (the "PERB Settlement") and has obtained all necessary approvals of the PERB Settlement such that the PERB Settlement is now a full, final and binding agreement between the City and the PBA;
 - d. The City shall fully and finally pay the Wages Amount due under the PERB Settlement in the total sum of \$2,186,278.20 to the proper recipients of such payments along with the Additional Taxes and Contributions Amount;
3. Subject to receipt by the Authority on or before April 30, 2017 of satisfactory documentary proof of proper payment of items 2. c & d above, the Authority will reimburse the City in the sum of up to \$2,186,278.20 for the Wages Amount plus the Additional Taxes and Contribution Amount up to the maximum sum of \$813,721.80 (collectively the "Airport Expense Reimbursement Amount"). Each portion of the Airport Expense Reimbursement Amount shall be paid within ten (10) days of receipt by the Authority of satisfactory documentary proof of proper payment of each such portion of the Airport Reimbursement Amount by the City by wire transfer into a City account to be determined by the Commissioner of Finance.
4. The City's receipt of the Airport Expense Reimbursement Amount from the Authority will be in reimbursement of the City's payments of the Wages Amount and the Additional Taxes and Contribution Amount pursuant to the PERB Settlement.
5. In exchange for the payment of the Airport Expense Reimbursement Amount by the Authority to the City as set forth above, the City releases the Authority, its officers, board members, directors, employees, agents, heirs, executors, partners, agents, administrators, assigns, representatives, attorneys, successors, affiliated corporations, affiliated partnerships, alter egos and subsidiaries and insurers from all actions,

claims, counterclaims, cross claims, third-party actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Authority, the City, and the City's affiliates, heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, by reason of the PERB Proceeding, the PERB Award, the PERB Settlement, or any matters that were or could have been asserted in connection therewith by any party, whether or not an actual named party to such matters.

6. In the event the FAA or any other governmental body or agency with appropriate jurisdiction, subsequently determines that payment of the Airport Expense Reimbursement Amount by the Authority was improper, the City shall reimburse the Authority for the Airport Expense Reimbursement Amount or such amounts as the FAA or other governmental body or agency with jurisdiction determines should be returned to the Airport Enterprise Fund in connection with the payment of the Airport Expense Reimbursement Amount by the Authority.
7. The City shall defend, indemnify and hold harmless the Authority from and against any and all claims, liabilities and obligations including reasonable attorneys' fees and costs incurred in the defense of claims arising from or relating to the matters that actually were or could have been asserted by, including but not limited to any current or former member or official of the PBA and/or any current or former employee of the City, or their respective representatives, in or concerning the PERB Proceeding, the PERB Award or the PERB Settlement.
8. Payment of the Airport Expense Reimbursement Amount in this instance does not constitute any agreement to pay any similar claims in the future and shall not be relied upon or deemed to constitute such an agreement.
9. This Agreement has been mutually negotiated by the parties hereto and there shall be no construction of drafting errors or omissions against one party in favor of the other by virtue of authorship.
10. This Agreement represents the entire agreement of the parties with respect to the matters addressed herein and can only be amended, modified or evidenced by a writing duly signed by both parties.

Remainder of Page Intentionally left blank. Signature page follows.

WHEREFORE, the parties have entered into this Agreement and duly subscribed their signatures hereto effective as of the date first written above.

City of Syracuse

By: _____
Stephanie A. Miner, Mayor

Syracuse Regional Airport Authority

By: _____
Christina R. Callahan, Executive Director

STATE OF NEW YORK)
COUNTY OF ONONDAGA)ss.:

On this ___ day of November 2016, before me, the undersigned, personally appeared Stephanie A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that she resides in the City of Syracuse, New York and is the Mayor of the City of Syracuse, the corporation described in and which executed the within instrument; that she executed the within instrument in her capacity as Mayor of the City of Syracuse; that by her signature on the instrument, the City of Syracuse executed the instrument; that she knows the corporate seal of said City of Syracuse and it was so affixed pursuant to the Charter of the City and that she signed said instrument as Mayor of said City of Syracuse by like authority.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)ss.:

On this ___ day of November 2016, before me, the undersigned, personally appeared Christina R. Callahan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who being duly sworn, deposes and states: that she resides in Syracuse, New York and is the Executive Director of the Syracuse Regional Airport Authority, the corporation described in and which executed the within instrument; that she executed the within instrument in her capacity as Chair of the Syracuse Regional Airport Authority; that by her signature on the instrument, the Syracuse Regional Airport Authority executed the instrument; that she knows the corporate seal of said Syracuse Regional Airport Authority and it was so affixed pursuant to the Organizational By-Laws of the SRAA and that she signed said instrument as Executive Director of said Syracuse Regional Airport Authority.

Notary Public



Office of the New York State Comptroller
Thomas P. DiNapoli
New York State and Local Retirement System
Employees' Retirement System
Police and Fire Retirement System
110 State Street, Albany, New York 12244-0001
Mail Drop MD 7-9a – 14th Floor

Phone: 518-474-3494
Fax: 518-486-3106
e-mail: skitt@osc.state.ny.us

Stacy Kitt, Associate Attorney

July 18, 2016

Colin M. Leonard, Esq.
Bond, Schoeneck & King
One Lincoln Center
Syracuse, NY 13202-1355

Sent by e-mail only to:
leonarc@bsk.com

Re: Syracuse Airport Security Proposed Settlement

Mr. Leonard,

This letter is a response to yours of June 28, 2016. I'm sorry it's taken me so long to respond, I've been out of the office since June 27, 2016.

You indicate in your letter of the 28th that "it is not the parties' intention to make the officers whole in terms of retirement benefits. Rather, (that) the paragraph 1 payment is related solely to increasing an officer's compensation so that the amount received in pay is consistent with what he or she would have received from the City. There has not been any understanding — or even discussion — relating to making an officer whole with regard to retirement benefits, by way of contributions from the City for pay received from a private contractor."

While payment received from a private contractor is not pensionable, in cases such as this one where a participating employer makes a mistake and exclusive bargaining unit work is improperly contracted out, and the employer has been ordered to make the employees whole (as the ALJ did in this case; see p. 28 of the October 1, 2015, decision of M. Lynn Fitzgerald) the Retirement System does allow the employer to report, and make contributions on, the entire amount that should have been paid to its employees. This is what is required to support pension benefits which include payments that should have been made by the City, and what is required if the employees are to be made whole, as the ALJ ordered, which we believe includes making them whole in respect to their pension benefits.

P. 2
7/18/2016
C. Leonard

If it is the parties' intent to settle for an amount less than what the ALJ ordered, (an amount that does not in fact make the employees whole in terms of their retirement benefits) the payment is in the nature of a settlement, as opposed to wages, and is not pensionable. In that case, the (\$15 per hour) payment should not be reported to the Retirement System.

Please do not hesitate to contact me if you require any additional information, and do let us know how you plan to proceed.

Very truly yours,

Stacy Kitt

Stacy Kitt
Associate Attorney



D E P A R T M E N T O F F I N A N C E

Stephanie A. Miner, Mayor

October 19, 2016

Syracuse Airport Authority

RE: Syracuse PBA Settlement Agreement

Gross Payroll paid via City payroll	\$ 2,183,646.40
Paid via vendor check to beneficiary of deceased officer	<u>\$ 2,631.31</u>
sub-total	\$ 2,186,277.71
Employer's share of Fica / Medicare	<u>\$ 164,697.52</u>
Total due City of Syracuse	<u><u>\$ 2,350,975.23</u></u>



OFFICE OF THE MAYOR

Stephanie A. Miner, Mayor

November 4, 2016

Mr. Patrick Mannion
Chair
Syracuse Regional Airport Authority
Syracuse Hancock International Airport
1000 Col. Eileen Collins Boulevard
Syracuse, NY 13212

RE: Request for Reimbursement

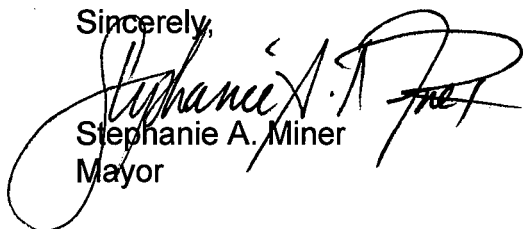
Dear Pat:

On behalf of the City of Syracuse ("City"), this letter shall serve as formal notice to you of the City's request for reimbursement of a direct airport operating expense to be paid by the City in connection with a settlement of a Public Employment Relations Board matter relating to the Syracuse Hancock International Airport, which occurred prior to the transfer of Airport operations from the City to the Authority on March 1, 2014.

Pursuant to the settlement agreement reached between the City and the Syracuse Police Benevolent Association ("PBA"), the City has agreed to pay PBA members a sum not to exceed TWO MILLION, ONE HUNDRED EIGHT-SIX THOUSAND, TWO HUNDRED SEVENTY-EIGHT DOLLARS AND TWENTY CENTS (\$2,186,278.20). The City may also be required to pay an additional sum not to exceed EIGHT HUNDRED THIRTEEN THOUSAND, SEVEN HUNDRED TWENTY-ONE DOLLARS AND EIGHTY CENTS (\$813,721.80) in related payroll taxes and associated expenses, if any, to the appropriate governmental authorities.

The City requests reimbursement of the airport operating expense, upon submission to you of appropriate documentary proof of these payments.

Sincerely,


Stephanie A. Miner
Mayor

Return to Agenda

COMMITTEE REPORTS



Governance Committee Meeting Minutes

October 20, 2016

These minutes outline the activities of the Syracuse Regional Airport Authority (SRAA) Governance Committee from the meeting held on October 20, 2016 in the Syracuse Regional Airport Conference Room located at Syracuse Hancock International Airport.

The meeting was called to order at 12:25 p.m. by Ms. Irene Scruton.

I. Roll Call

In attendance: Ms. Irene Scruton, Dr. Shiu-Kai Chin, Ms. Beth Rougeux, Ms. Christina Callahan, Mr. Trent Amond, Ms. Linda Ryan, Ms. Jennifer Sweetland and Mr. John Clark.

Absent: Mr. Bill Fisher, Mr. Khalid Bey and Mr. Michael Quill.

II. Approval of Minutes from the Previous Meeting

Ms. Scruton opened the meeting with a review of the August 4, 2016 Governance Committee meeting minutes.

Mr. Clark notice an error on the August 4, 2016 minutes regarding Ms. Callahan and Mr. Amond remaining in Executive Session. Ms. Callahan stated that she will correct the minutes to reflect that they left Executive Session at 1:30 p.m.

A motion was made by Ms. Rougeux and seconded by Dr. Chin to accept the August 4, 2016 meeting minutes, with the revision. The minutes were unanimously approved.

III. New Business

Ms. Scruton reviewed all of the items included in the SRAA Required or Recommended Policies and Procedures Checklist with the Committee.

The Committee discussed the Financial Disclosure Form. The Committee decided to add this item to the agenda for next board meeting to determine whether they will complete the City of Syracuse form or the Onondaga County form annually. Ms. Scruton suggested looking back at minutes from prior meetings to see what was discussed last year. Ms. Callahan stated that she will review the minutes and use that date as the annual review.

Ms. Scruton said that the last date of revision for the Organizational By-laws needed to be updated in the Date of Annual Review section of the checklist. Ms. Callahan agreed to make the revision.

Ms. Callahan stated that she thought the Committee should consider shortening the mission statement based on the advice the Board received from Mr. Scott Fein. The Committee agreed to add that item to the next Governance Committee meeting agenda.

Ms. Callahan stated that she would change the date of Annual Review on the Procurement Policy to the date it was last revised. She also stated that she would check with the Finance Committee to see if they would like to review that policy annually, or only as needed.

The Committee agreed to add the Code of Ethics to the next Governance Committee agenda to review.

Ms. Callahan stated that the Whistleblower Policy is currently being reviewed by the HR Committee as part of the Employee Handbook. Ms. Callahan asked the Committee if the function should be moved from Governance to HR. Ms. Scruton stated that ultimately it is the responsibility of the Governance. The Committee agreed to change the Committee responsible for the policy from Governance to Governance/HR.

The Committee agreed to add the Mission Statement/Performance Measure item to the agenda for the next Governance meeting because it's directly tied to the Mission Statement.

Ms. Callahan stated that the Committee discussed the Member Evaluation Form at the August meeting and she will add that as the annual review date.

Ms. Callahan stated that she will add a review of the Investment Guidelines policy to the next Finance Committee agenda.

The Committee agreed to add a review of the Corporate Governance Principles policy to the next Governance Committee agenda.

The Committee agreed that the Assessment of Internal Controls review date should be the date of the last auditor's report.

Ms. Scruton asked Ms. Callahan to add the same date as the Employee Handbook, to the Salary, Time and Attendance policy because that policy is included in the handbook.

Ms. Scruton thought that the Authority had adopted a MWBE Policy that stated the Authority would comply with the New York State requirements. Ms. Callahan stated that she will review minutes from prior meetings and inform the Committee of her findings.

Ms. Scruton inquired with management regarding the Records Retention Policy. Mr. Amond stated that the Authority passed a resolution that identified the schedule of regulations, but not a policy.

Ms. Scruton asked Ms. Callahan to add the same date as the Employee Handbook review to the Computer Use/Social Media Policy because that policy is included in the handbook.

Ms. Scruton asked Ms. Callahan to formalize the New Member Training into a policy and bring it to the Committee for review. Ms. Callahan said that she will add the item to the next Governance Committee meeting for a 2017 project.

Ms. Rougeux suggested that adding the review of the SRAA Required or Recommended Policies Checklist to the Governance Committee agenda annually, serves as an annual review of the policies. The Committee agreed.

Ms. Scruton reviewed the Board Member evaluations with the Committee. She suggested that the Committee should consider an annual retreat for the Board.

Ms. Callahan stated that she noticed a few comments on the evaluations that she will be addressing in the upcoming year.

The Committee discussed bringing detailed Committee Reports back to board meetings. The Committee agreed to give Committee Chairs the opportunity during board meetings to call attention to specific items that are being discussed within their Committee.

There was no other business to be discussed.

IV. Adjournment

The meeting was adjourned at 1:06 p.m.

Respectfully submitted,

Ms. Irene Scruton
Governance Committee Chair



Human Resources Committee Meeting Minutes

October 28, 2016

These minutes reflect the activities of the Syracuse Regional Airport Authority Human Resources Committee during the meeting held at Syracuse Hancock International Airport in the Authority Conference Room on Friday, October 28, 2016.

The meeting was called to order at 11:10 a.m. by Ms. Beth Rougeux.

I. Roll Call

In attendance: Ms. Beth Rougeux, Mr. Michael Quill, Ms. Christina Callahan, Mr. Trent Amond, Mr. John McCann, Ms. Laurie Sabel

Not present: Dr. Shiu-Kai Chin, Mr. William Fisher, and Mr. William Simmons

II. Approval of Minutes from Previous Meeting

A quorum not being present, the minutes from the meeting of August 4, 2016 were reviewed and approval was deferred until the next meeting.

III. Old Business

A. Review Proposed Changes to Employee Handbook

Ms. Rougeux opened discussion of Old Business. The single item on the agenda being revisions to the Employee Handbook, the Committee took up discussion of each of the proposed changes.

1. It was decided that a provision for the Authority to offer supplemental benefits to retirees collecting Medicare may need to specify the conditions of coverage. Ms. Callahan stated that this section would be reviewed and a requirement for Medicare enrollment would be incorporated.

2. A proposed revision to require a doctor's note for use of sick time in excess of six days has been deleted for the present.

3. Whistle Blower Policy

Mr. McCann pointed out that there were inconsistencies between policies as stated in both the current and proposed Handbook policy, and the Board policy. It was determined that the Handbook would be revised to eliminate three (3) paragraphs referring to the Whistle Blower Policy, leaving only the last sentence, which directs the reader to the Personnel Office or the Authority website for more information. The remaining sentence will direct the reader to the Personnel Office or the Authority website for more

information, until such time that a single policy can be agreed upon. To accomplish this, the Governance committee will be asked to review the Whistle Blower Policy and make a recommendation to the HR Committee.

4. Language was added to the effect that contributions to benefit packages for retirees would be based on pension amount.

5. It was agreed that the approved changes could be made on the authority of the Committee in spite of the absence of a quorum.

IV. New Business

A. Salary Benchmark Survey

Mr. Amond explained the reason and methodology for evaluating the salaries of the SRAA staff as outlined in the memorandum which was included with the ACI-NA Compensation Survey in the packet. He pointed out that all personnel currently are receiving salaries within the range of salaries as described in the Benchmarking Survey, with the exception of the Executive Director, whose salary was inconsistent and well below the standard. Mr. Amond pointed out that this presents a danger that other airports could use this as an opportunity to attract our executive talent by offering higher compensation. He recommended that the Board should consider this when conducting the evaluation of the Executive Director in the year ahead. Ms. Rougeux suggested that the Committee defer any decision on a resolution to the Board, regarding adoption of the survey standards, until more members are present. Ms. Callahan also stated that the SRAA would participate in the next ACI-NA Compensation Survey.

B. Committee Meeting Schedule

A discussion took place on the possibility of changing the meeting schedule, but it was decided that the current practice of two meetings on a meeting day was optimal. The date for the next HR Committee Meeting was tentatively set for Thursday, February 16, 2017.

Adjournment

There being no further business, the meeting adjourned at 11:55 a.m.