



**Syracuse Regional Airport Authority
Regular Meeting Agenda
May 29, 2026
11:00 a.m. – 12:00 p.m.
Syracuse Hancock International Airport
SRAA Board Room**

1. Roll Call
2. **Consent Agenda**
 - **Approval of Minutes from April 10, 2026 Regular Board Meeting**
3. **Airport Management Report**
4. New Business/Discussion
 - 1) Subsidiary update discussion
 - 2) **2026/2027 Syracuse Regional Airport Authority Operating Budget and Capital Budget review**
 - 3) **Resolution to approve the SRAA CONRAC Bond**
 - 4) **Resolution for agreement with the Syracuse Police Department Emergency Response Team (ERT) and SRAA.**
5. Committee Reports
 - **HR committee**
 - **Finance Committee**
 - Governance Committee
 - **Audit Committee**
6. Adjournment

* **Bolded items = materials available**

**RESOLUTION APPROVING CONSENT CALENDAR FOR MEETING OF
May 29, 2026 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, under the Authority’s Bylaws, Roberts Rules of Order Newly Revised (“RONR”)¹ governs the procedural conduct of Authority Board meetings; and

WHEREAS, RONR authorizes the use of a Consent Calendar² for routine matters in order to expedite a meeting; and

WHEREAS, at a meeting of the Board held on May 29, 2026 a Consent Calendar was presented to the Board for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby approves the May 29, 2026 meeting Consent Calendar items as shown on Schedule “A” annexed to this Resolution.

RESOLUTION ADOPTED DATE: MAY 29, 2026

VOTE: Ayes ___ Nays ___ Abstentions ___

SIGNED:
Secretary

¹ Refers to the edition of Roberts Rules of Order currently in effect.

² RONR 12th edition 41:32.

SCHEDULE A

Consent Agenda

- **Approval of SRAA Minutes from April 10, 2026 Regular Board Meeting**
- Minutes of the February 26, 2026 Human Resources Committee Meeting
- Minutes of the February 26, 2026 Finance Committee Meeting
- Minutes of the April 23, 2026 Audit Committee Meeting



**Minutes of the Regular Meeting of the
Syracuse Regional Airport Authority**

Friday, April 10, 2026

Pursuant to the notice duly given and posted, the regular board meeting of the Syracuse Regional Airport Authority was called to order on Friday, April 10, 2026, at 11:01 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by SRAA Board Chair Ms. JoAnne Falco.

Members Present:

Ms. Jo Anne Falco – Chair
Mr. Michael Frame - Teams
Dr. Shiu-Kai Chin
Mr. Eric Ennis (11:18 a.m.)
Mr. Thomas Fernandez
Mr. Michael Lazar
Mr. Michael Mirizio
Mr. Nathaniel Stevens
Dr. Donna DeSiato
Mr. Robert Simpson

Members Absent:

Mr. Kenneth Kinsey

Also Present:

Mr. Jason Terreri
Mr. Jason Mehl
Mr. Aaron Harris
Ms. Robin Watkins
Ms. Joanne Clancy
Chief Justin Baum
Ms. Katie Tiisler
Mr. Benjamin Yaus
Mr. Arjun Nair

Chair Falco started the SRAA Board meeting at 11:01 a.m.

Roll Call

As noted above, all SRAA Board members were present in person other than Mr. Kenneth Kinsey.

Consent Agenda:

Chair Falco referenced minutes of the Regular Board meeting held on January 30, 2026, along with the three other resolutions previously reviewed and approved by the Human Resources Committee, Facilities

Technician, Communications and Community Relations Manager, and a resolution clarifying publication requirements for job postings for the SRAA, and asked for any changes or comments. Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Dr. DeSiato, seconded by Mr. Mirizio, and the consent agenda was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Airport Management Report:

Executive Director Terreri gave an update of the status of SRAA Air Service Development, active and future projects and funding opportunities that are needed to complete all the projects for the airport including a new baggage system which is a main priority for SYR. A discussion ensued regarding all the projects and the need for funding and all questions were answered.

New Business/Discussion:

Executive Director Terreri and CFO Watkins gave an update regarding the status of the Altitude Access Solutions, Inc. (AAS) Subsidiary, which will begin parking operations at SYR starting July 1, 2026.

A review was held regarding the 2026/2027 Syracuse Regional Airport Authority Operating Budget and Capital Budget. All questions were answered.

Resolution authorizing collective bargaining agreement AFSCME Local 1773a

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Frame, seconded by Mr. Stevens, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Resolution approving the Grant Agreement & Associated Grant Funding from NYS for ARFF Vehicle

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Frame, seconded by Mr. Stevens, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Resolution approving the Grant Agreement & Associated Grant Funding from NYS for Expansion of the Terminal Apron

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Frame, seconded by Mr. Stevens, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Resolution approving the Grant Agreement & Associated Grant Funding from NYS for Runway Rehabilitation

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Frame, seconded by Mr. Stevens, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Resolution approving the Grant Agreement & Associated Grant Funding from NYS for South Deicing Pad

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Frame, seconded by Mr. Stevens, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Resolution approving the Grant Agreement & Associated Grant Funding from NYS for Taxiway B Reconstruction

Hearing no objections, Chair Falco invited a motion to approve. A motion was made by Mr. Frame, seconded by Mr. Stevens, and the resolution was unanimously approved.

The resolution was adopted: 10 ayes, 0 nays, 0 abstain

Committee Reports

The most recent Committee meeting minutes were attached to the packet and there were no other committee reports.

Adjournment

Having no other topics for discussion, a motion was made by Ms. Falco and seconded by Mr. Frame, to adjourn the meeting. The meeting was adjourned at 11:38 a.m.



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Human Resources Committee Meeting Minutes

Thursday, February 26, 2026

Pursuant to the notice duly given and posted, the Human Resources Committee meeting of the Syracuse Regional Airport Authority was called to order on Thursday, February 26, 2026, in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport.

The meeting was called to order at 11:01 a.m. by Chair, Michael Lazar.

In Attendance:

Mr. Michael Lazar – Chair
Ms. Jo Anne Falco (Ex-officio)
Dr. Shiu-Kai Chin
Mr. Nathaniel Stevens
Mr. Thomas Fernandez
Mr. Mirizio

Absent:

Mr. Eric Ennis

Other attendees:

Mr. Jason Terreri
Ms. Robin Watkins
Ms. Joanne Clancy
Mr. Jason Mehl
Ms. Lexi Hull
Ms. Katie Tiisler
Chief Justin Baum

Roll Call

As noted above, all members were present other than Mr. Ennis.

Approval of Minutes from Previous Meeting

Human Resources committee Chair Mike Lazar welcomed the group. As there were no further comments regarding the HR Committee minutes from the October 23, 2025, meeting, Ms. Falco made a motion to approve, and Dr. Chin seconded. Vote was carried unopposed.

New Business/Discussion

Review of the Human Resources Committee Charter:

The SRAA HR Charter was provided to the committee for the annual review and yielded no new comments, updates or changes and will remain as it is written with unanimous approval.

Old Business:

Subsidiary update:

Human Resources Director, Debra Marshall updated the committee regarding the status of the new Altitude Access Solutions, Inc. (AAS) subsidiary. The subsidiary will go live officially on July 1, 2026. The Executive Team and Human Resources are researching and working on completing all the necessary policies and procedures for the for-profit business corporation subsidiary including the AAS employee handbook. Benefits, job descriptions, audit process, and payroll systems.

HR Management Report:

Human Resources Director, Debra Marshall provided materials and gave an update on training/workforce development initiatives, turnover and retention statistics, HR Goals and KPIs and the employee engagement survey for SRAA. Chief Baum shared with the group information for internship in the SRAA police department. HR Director stated that the full results of the employee engagement survey will be shared with the group during the June HR meeting, but the overall initial results are positive. The survey return rate was 43% which allowed the SRAA to be included in “The Best Companies to Work” Award list.

Executive Session:

Chair Lazar invited a motion to go into executive session to discuss matters pertaining to the employment history of a particular person(s); and (2) collective bargaining negotiations, including 400A and 1773A.

Ms. Gagliano approved the motion and Dr. Chin seconded; vote was carried unopposed. Executive session began at 11:20 a.m. and ended at 11:59 a.m. No action was taken.

HR Management Report:

Facilities Technician:

After reviewing the 2nd shift job description, and COO Aaron Harris explained the need for the role, Dr. Chin invited a motion to approve the Facilities Technician position and bring it to the SRAA Regular Board meeting for resolution and Mr. Mirizio seconded; vote was carried unopposed.

Job Advertisements:

A discussion was held regarding the cost of advertising on Syrause.com and changes to the way job advertisements are posted/communicated to the Central New York Community. Director Terreri and HR Director Marshall gave an update on the data which shows that Syracuse.com is only 1% of all SRAA applicants so it is not worth the cost compared to posting in professional organizations and other areas depending on the type of job being advertised.

General Counsel Yaus said clarity to this policy should be made to exclude job postings but will still use this method for legal notices or other needs. All questions were answered.

Ms. Falco invited a motion to approve the job advertisement updates and bring them to the SRAA Regular Board meeting for resolution and Mr. Mirizio seconded; vote was carried unopposed.

Adjournment:

Having no further business to discuss, a motion to adjourn was made by Dr. Chin and seconded by Mr. Mirizio, the meeting adjourned at 12:04 p.m.



Finance Committee Meeting Minutes
Thursday, February 26, 2026

Pursuant to notice duly given and posted, the Finance Committee meeting of the Syracuse Regional Airport Authority was called to order on Thursday, February 26, 2026, in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by committee Chair, Dr. Shiu-Kai Chin.

The meeting was called to order by Dr. Chin at 9:30 a.m.

Members Present:

Ms. Jo Anne Gagliano
Dr. Shiu-Kai Chin
Mr. Michael Lazar
Mr. Nathaniel Stevens (Teams)
Mr. Michael Frame (Teams 9:38am)
Mr. Eric Ennis (Teams)

Members Absent:

Mr. Robert Simpson

Also Present:

Mr. Jason Terreri
Ms. Joanne Clancy
Ms. Robin Watkins
Mr. Jason Mehl
Ms. Debra Marshall
Mr. Aaron Harris
Mr. Benjamin Yaus
Chief Justin Baum

Roll Call

As noted above, all members were present, other than Mr. Simpson. Dr. Chin welcomed the group and briefed everyone on agenda items to be discussed.

Review and approval of minutes from the previous meeting:

Finance Chair, Dr. Chin stated there was a quorum present, therefore, invited a motion to accept the minutes from the October 23, 2025, Finance Committee Meeting. Having no comments or adjustments, Mr. Lazar made a motion, and Ms. Gagliano seconded the motion. Motion carried unanimously.

CFO Report:

CFO Watkins conducted a review of the finance metrics reports and project updates and encouraged the committee to ask questions along the way regarding this in-depth review of the metrics. January revenues were challenging for weather-related expenses along with 60 flights that were cancelled by the airlines due to weather factors. These items impacted SRAA budget lines all across the board with enplanements, concessions, parking, car rentals, etc. and had that trickledown effect. Expenses are up due to the weather factors also across the board with snow removal on the ramps, purchases of extra sand and other supplies were needed given the continuous snowfall levels. 750k is budgeted for February, similar to last year, with the hope that the weather will trend more on the average levels. Cash on hand is being closely tracked and budgeted. Parking garage repair assessment and a 5-year repair plan have been created. Design documents are being created.

Executive Director Terreri stated that the 3–5-year plan is needed, and the SRAA has the need to go to bond market for large projects, such as the baggage system and there are a number of large projects, windows, and siding and other and repairs happening simultaneously. Dr. Chin discussed minimum days cash on hand margins. Mr. Lazar inquired what the percentage of gas vs. electric is being used and CFO Watkins stated that usage breakdown is approximately 60% electric and 40% gas. Conversations with National Grid regarding rates continue, but 80% of the electricity is derived from gas, not solar, etc. and there is a cap on the refineries ability to provide all the services. Operational decisions are being made based on the financial data available and factors in the 5- and 10-year plans. A discussion of the status of all the projects at the airport was given. All questions were answered. Director Terreri stated that the curblines will still remain an issue in the future even after the Consolidated Rental Car Facility (CONRAC) is built because it does not address the parking capacity issue and the curblines flow until the new parking deck is put in place. The SRAA cannot fund both the baggage system replacement and a new parking garage. The baggage system replacement along with the repairs to the garage are the best solution at this time as the baggage system is the most important critical project needed.

Dr. Chin reviewed the SRAA Finance Committee Charter in the packet. No changes were suggested.

Executive Session:

No executive session was held.

Adjournment:

With no further questions, Dr. Chin made a motion to adjourn, and Mr. Lazar seconded that motion. The meeting was adjourned at 10:43 a.m.



**Minutes of the SRAA Audit Committee Meeting
of the Syracuse Regional Airport Authority
Thursday, April 23, 2026**

Pursuant to the notice duly given and posted, the SRAA Audit Committee meeting of the Syracuse Regional Airport Authority was called to order on Thursday, April 23, 2026, at 9:30 a.m. in the Syracuse Regional Airport Authority Board Room located in the Syracuse Hancock International Airport by the Audit Committee Chair Dr. DeSiato.

Members Present:

Dr. Donna DeSiato – Committee Chair
Ms. JoAnne Gagliano – Board Chair
Mr. Kenneth Kinsey

Members Absent:

Mr. Michael Lazar
Mr. Robert Simpson

Also Present:

Ms. Robin Watkins
Ms. Joanne Clancy
Mr. Jason Mehl
Mr. Benjamin Yaus
Mr. Aaron Harris
Ms. Julie Barfield

Roll Call

Chair DeSiato started the Audit Committee Meeting at 9:30 a.m. by welcoming everyone. As noted, all Committee members were present other than Mr. Lazar and Mr. Robert Simpson.

Approval of Minutes from the Previous Meeting

A motion was made by Dr. DeSiato and seconded by Mr. Kinsey to accept the September 19, 2025, meeting minutes. The minutes were unanimously approved.

New Business/Discussion:

The committee reviewed and discussed the Audit Committee Charter. No changes were suggested. The internal controls letter was also reviewed and discussed. Preparation discussions for the SRAA/AAS Audit for Fiscal Year ending June 30,

2026, were held and all questions were answered.

Subsidiary Altitude Access Solutions, Inc. (AAS) status was reviewed. It was discussed that the AAS and the SRAA Audits would be done together and that there would be some charges audited for the FY 25/26 for AAS due to administrative costs and hiring of staff prior to the launch of the subsidiary for SYR parking, July 1, 2026.

Adjournment

Having no other topics for discussion with the SRAA Audit Committee, a motion was made by Mr. Kinsey and seconded by Ms. Gagliano to adjourn the meeting. The motion was unanimously approved. The meeting was adjourned at 9:32 a.m.

**SECOND SUPPLEMENTAL RESOLUTION AUTHORIZING AND PROVIDING FOR
THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF SENIOR AIRPORT
REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$65 MILLION**

The adoption of the foregoing Resolution was duly put to vote on roll call, which resulted as follows:

Jo Anne C. Falco	<u> </u> Present	<u> </u> Yes	<u> </u> No
Michael Frame	<u> </u> Present	<u> </u> Yes	<u> </u> No
Nathaniel J. Stevens	<u> </u> Present	<u> </u> Yes	<u> </u> No
Dr. Shiu-Kai Chin	<u> </u> Present	<u> </u> Yes	<u> </u> No
Michael Mirizio	<u> </u> Present	<u> </u> Yes	<u> </u> No
Michael J. Lazar	<u> </u> Present	<u> </u> Yes	<u> </u> No
Robert Simpson	<u> </u> Present	<u> </u> Yes	<u> </u> No
Eric Ennis	<u> </u> Present	<u> </u> Yes	<u> </u> No
Kenneth J. Kinsey	<u> </u> Present	<u> </u> Yes	<u> </u> No
Thomas Fernandez	<u> </u> Present	<u> </u> Yes	<u> </u> No
Dr. Donna De Siato	<u> </u> Present	<u> </u> Yes	<u> </u> No

RESOLUTION ADOPTION DATE: May 29, 2026

VOTE: Ayes ____ **Nays** ____ **Abstentions** ____

SIGNED: _____

SYRACUSE REGIONAL AIRPORT AUTHORITY

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF SENIOR AIRPORT REVENUE BONDS OF THE SYRACUSE REGIONAL AIRPORT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000 TO FINANCE CERTAIN CAPITAL PROJECTS AT THE EXISTING SYRACUSE HANCOCK INTERNATIONAL AIRPORT; APPROVING THE PLAN OF FINANCING FOR THE CONRAC PROJECT; AUTHORIZING AN AUTHORIZED OFFICER OF THE AUTHORITY TO DETERMINE CERTAIN DETAILS OF THE AFORESAID SERIES OF BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS AND AUTHORIZING PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE AFORESAID SERIES OF BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH SALE; AUTHORIZING AN AUTHORIZED OFFICER OF THE AUTHORITY TO APPROVE THE ACQUISITION FROM AN INSURER OF ONE OR MORE MUNICIPAL BOND NEW ISSUE INSURANCE POLICIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INSURANCE AGREEMENTS BETWEEN THE AUTHORITY AND SAID INSURER RELATING TO SUCH POLICY OR POLICIES; APPROVING THE FORM OF CONTINUING DISCLOSURE UNDERTAKING WITH RESPECT TO THE AFORESAID SERIES OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AND CERTAIN OTHER MATTERS RELATED THERETO.

Adopted May 29, 2026

TABLE OF CONTENTS

	Page
ARTICLE I - DEFINITIONS; INTERPRETATIONS	1
Section 1.1. Definitions	1
Section 1.2. Article and Section References	4
ARTICLE II - APPROVAL OF THE PLAN OF FINANCE; AUTHORIZATION OF THE SERIES 2026 BONDS	4
Section 2.1 Authorization and Approval of the Plan of Finance.....	4
Section 2.2 Authorization of the Series 2026 Bonds; Maturities and Interest Rates.....	5
Section 2.3 Designation of Registrar and Paying Agent for the Series 2026 Bonds; Execution and Authentication of Series 2026 Bonds; Payment of Principal, Interest and Premium of Series 2026 Bonds.....	5
Section 2.4 Book-Entry System	6
ARTICLE III - REDEMPTION OF THE SERIES 2026 BONDS.....	7
Section 3.1 Redemption of the Series 2026 Bonds	7
Section 3.2 Notice of Redemption of Series 2026 Bonds	7
Section 3.3 Partial Redemption of Bonds	8
Section 3.4 Selection of Bonds to be Called for Redemption	8
ARTICLE IV - SOURCE OF PAYMENT FOR SERIES 2026 BONDS; FUNDS ACCOUNTS	8
Section 4.1 Source of Payment for the Series 2026 Bonds	8
Section 4.2 Series 2026 Construction Fund	8
Section 4.3 Series 2026 Revenue Account.....	10
Section 4.4 Series 2026 Debt Service Fund	11
Section 4.5 Reserve Fund.....	11
ARTICLE V - FORM OF THE SERIES 2026 BONDS.....	12
Section 5.1 Form of the Series 2026 Bonds	12
ARTICLE VI - CERTIFICATE OF DETERMINATION.....	12
Section 6.1 Delegation of Authority	12
ARTICLE VII - APPROVAL OF SALE AND DOCUMENTS; OTHER MATTERS.....	14
Section 7.1 Sale of Series 2026 Bonds.....	14
Section 7.2 Execution and Delivery of Agreements; Continuing Disclosure	15
Section 7.3 Findings and Determinations.....	15
Section 7.4 Laws Governing; Severability.....	16
Section 7.5 Section Headings; Table of Contents	16
Section 7.6 Effective Date.....	17

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF SENIOR AIRPORT REVENUE BONDS OF THE SYRACUSE REGIONAL AIRPORT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000 TO FINANCE CERTAIN CAPITAL PROJECTS AT THE EXISTING SYRACUSE HANCOCK INTERNATIONAL AIRPORT; APPROVING THE PLAN OF FINANCING FOR THE CONRAC PROJECT; AUTHORIZING AN AUTHORIZED OFFICER OF THE AUTHORITY TO DETERMINE CERTAIN DETAILS OF THE AFORESAID SERIES OF BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS AND AUTHORIZING PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AUTHORIZING THE NEGOTIATED SALE OF THE AFORESAID SERIES OF BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH SALE; AUTHORIZING AN AUTHORIZED OFFICER OF THE AUTHORITY TO APPROVE THE ACQUISITION FROM AN INSURER OF ONE OR MORE MUNICIPAL BOND NEW ISSUE INSURANCE POLICIES AND AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE INSURANCE AGREEMENTS BETWEEN THE AUTHORITY AND SAID INSURER RELATING TO SUCH POLICY OR POLICIES; APPROVING THE FORM OF CONTINUING DISCLOSURE UNDERTAKING WITH RESPECT TO THE AFORESAID SERIES OF BONDS; MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE AFORESAID SERIES OF BONDS; AND CERTAIN OTHER MATTERS RELATED THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE SYRACUSE REGIONAL AIRPORT AUTHORITY:

ARTICLE I DEFINITIONS; INTERPRETATIONS

Section 1.1. Definitions. The following definitions shall apply to terms used in this Second Supplemental Resolution (as hereinafter defined) unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.1 or elsewhere in this Second Supplemental Resolution shall have the same meanings as set forth in the Master Resolution adopted by the Authority on September 24, 2021, titled “A RESOLUTION AUTHORIZING THE ISSUANCE OF SENIOR AIRPORT REVENUE BONDS OF THE SYRACUSE REGIONAL AIRPORT AUTHORITY; PRESCRIBING THE LIMITATIONS ON AND THE CONDITIONS OF ISSUANCE AND THE FORM OF SUCH BONDS; PROVIDING FOR THE DETAILS OF SUCH BONDS; COVENANTING AS TO THE REVENUES, INCOME AND CHARGES OF SAID AUTHORITY AND THE USE AND APPLICATION OF SUCH REVENUES, INCOME AND CHARGES; PLEDGING SUCH REVENUES, INCOME AND CHARGES TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS AND LIMITING SUCH PAYMENT SOLELY TO SUCH REVENUES, INCOME AND CHARGES; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING” (said resolution, and unless the context shall clearly indicate otherwise, all amendments and supplements thereto being defined therein and herein as the “**Master Resolution**”).

Unless the context shall clearly indicate some other meaning, the following terms shall, for all purposes of the Master Resolution and of any Supplemental Resolution (including for all purposes of this Second Supplemental Resolution) and for all purposes of any certificate, opinion, instrument or other document therein or herein mentioned, have the following meanings, with the following definitions to be equally applicable to both the singular and plural forms of such terms and vice versa.

Available CFC Revenues means the portion of the CFCs imposed by the Authority on rental car transactions occurring on or about the Airport and required to be collected by the Authority pursuant to the CFC Laws and the RAC Agreements remaining after payment of Eligible Maintenance and Operation Costs and other deposits and payments set forth in Section 4.4(b) of this Second Supplemental Resolution, provided, however, that such net amounts will constitute “Available CFC Revenues” solely to the extent such net amounts are pledged to the payment of CFC Eligible Bonds.

Available Deficiency Payments means the portion of the Deficiency Payments imposed by the Authority pursuant to the RAC Agreements remaining after payment of Eligible Maintenance and Operation Costs; *provided, however*, that such net amounts will constitute “Available Deficiency Payments” solely to the extent such net amounts are pledged to the payment of CFC Eligible Bonds.

Bond Insurance Commitment means, with respect to the Series 2026 Bonds, if applicable, one or more commitments of the Insurance Company to issue one or more municipal bond new issue insurance policies guaranteeing the scheduled payment of principal of and interest on the Series 2026 Bonds.

Bond Insurance Policy means, with respect to the Series 2026 Bonds, if applicable, one or more municipal bond new issue insurance policies issued by the Insurance Company guaranteeing the scheduled payment of principal of and interest on the Series 2026 Bonds.

Bond Year means a "Bond Year" as defined in the Series 2026 Tax Certificate.

Cede & Co. means Cede & Co., the nominee of Depository, and any successor nominee of Depository with respect to the Series 2026 Bonds.

Certificate of Determination means with respect to the Series 2026 Bonds a certificate signed by an Authorized Officer of the Authority upon the sale of the Series 2026 Bonds setting forth matters to be therein determined pursuant to this Second Supplemental Resolution. The Certificate of Determination shall be deemed to be incorporated in or be a part of this Second Supplemental Resolution.

CFC(s) or Consolidated Facilities Charge(s) has the meaning assigned to such term in the CFC Laws.

CFC Eligible Bonds means the Series 2026 Bonds and any other series of general airport revenue bonds, notes, or other obligations secured by a pledge of the Available CFC Revenues.

CFC Laws means §396-z of the New York General Business Law, any amendments thereto, and any successor provision.

Completion Bonds means additional Bonds issued by the Authority in an aggregate principal amount not to exceed 10% of the original principal amount of the Series 2026 Bonds for the purposes of completing the acquisition, construction, equipping and furnishing of the ConRAC.

Concessionaires means, individual or collectively, the rental car companies that operate at the Airport pursuant to the RAC Agreements.

ConRAC means (i) a new, two-level, approximately 432,000 square foot rental car parking garage facility containing approximately 737 vehicle ready/return stalls and 850 rooftop parking spaces, (ii) incidental site improvements, including a covered walkway to the Airport’s terminal, road improvements, and a bus stop, and (iii) the installation in and around the ConRAC of certain items of equipment,

machinery, and other items of tangible personal property, including rental car kiosks and electric vehicle charging stations.

ConRAC Project means the following project undertaken by the Authority (i) the construction and equipping of the ConRAC at the Airport; (ii) fund the reserve requirement for the Series 2026 Bonds; and (iii) paying certain costs of issuance of the Series 2026 Bonds

Consolidated Facilities Charge(s) or CFC(s) has the meaning assigned to such term in Section 396-z(f) of the General Business Law of the State.

Construction Period means the period commencing on the issuance of the Series 2026 Bonds and ending on the earlier of (i) the date on which the ConRAC Project is substantially complete and ready for its intended use, or (ii) the date on which all amounts on deposit in the Series 2026 Construction Fund have been expended or transferred in accordance with this Second Supplemental Resolution.

Continuing Disclosure Certificate means the continuing disclosure certificate of the Authority, dated the date of issue of the Series 2026 Bonds, pursuant to which the Authority shall agree to undertake for the benefit of the Bondholders and the beneficial owners of the Series 2026 Bonds certain ongoing disclosure requirements.

Costs of Issuance means all costs and expenses incurred by the Authority in connection with the issuance of the Series 2026 Bonds, including, but not limited to, costs and expenses of printing and copying documents, the preliminary and final official statements and the Series 2026 Bonds, underwriters' compensation, and the fees, costs and expenses of rating agencies, the Trustee, counsel, accountants, financial advisors, feasibility consultants and other consultants.

Deficiency Payments means, collectively, the Concessionaire's Deficiency Payments and Concessionaire's Deficiency True-Up Payments.

Deficiency True-Up Payments means the Concessionaire's Deficiency True-Up Payments as defined in the respective RAC Agreements.

Eligible Maintenance and Operation Costs means Maintenance and Operation Costs relating to the ConRAC and any other Maintenance and Operation Costs permitted to be funded with CFCs by the CFC Laws and the RAC Agreements, including any reserves required to be established pursuant the RAC Agreements.

Insurance Company means, with respect to the Series 2026 Bonds, if applicable, the issuer of the Bond Insurance Policy selected by the Authority, or any successor thereto or assignee thereof.

Interest Payment Date means, with respect to the Series 2026 Bonds, the dates determined by an Authorized Officer and set forth in the Certificate of Determination.

Participant or Participants means the participants of the Depository which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

Paying Agent means, for purposes of this Second Supplemental Resolution, the Trustee.

Plan of Finance means the plan presented to the members of the Authority by an Authorized Officer of the Authority and the financial advisor of the Authority at the meeting at which this Second Supplemental Resolution was adopted.

RAC Agreements means the Non-Exclusive On-Airport Vehicle Rental Services Concession and Lease Agreement between the Authority and the respective rental car company concessionaires.

Record Date means, with respect to each Series 2026 Bond, such date or dates established as the Record Date for the Series 2026 Bonds in the Certificate of Determination.

Redemption Date means the date determined to be the redemption date of the Series 2026 Bonds.

Registrar means, for purposes of this Second Supplemental Resolution, the Trustee.

Second Supplemental Resolution means this Second Supplemental Resolution dated as of May 28, 2026.

Series 2021 Bonds has the meaning assigned to such term in Section 7.3 hereof.

Series 2026 Bonds means the Authority's not to exceed \$65,000,000 aggregate principal amount of Bonds issued under the Master Resolution and this Second Supplemental Resolution and designated as "Syracuse Regional Airport Authority Senior Airport Revenue Bonds, Series 2026 (Federally Taxable)."

Series 2026 Construction Fund has the meaning assigned to such term in Section 4.2 hereof.

Series 2026 Debt Service Account has the meaning assigned to such term in Section 4.5 hereof.

Series 2026 Revenue Account has the meaning assigned to such term in Section 4.5 hereof.

Series 2026 Tax Certificate means the Tax Compliance Certificate, dated the date of issuance of the Series 2026 Bonds, as amended from time to time, entered into by the Authority and executed with respect to the Series 2026 Bonds.

Trustee means Manufacturers and Traders Trust Company, and any successor thereto.

Underwriter means J.P. Morgan Securities LLC.

Section 1.2. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Second Supplemental Resolution

ARTICLE II APPROVAL OF THE PLAN OF FINANCE; AUTHORIZATION OF THE SERIES 2026 BONDS

Section 2.1 Authorization and Approval of the Plan of Finance.

(a) The Plan of Finance, in the form presented to the meeting of the members of the Authority at the meeting at which this Second Supplemental Resolution is adopted, is hereby ratified, confirmed, and approved.

(b) In accordance with the Plan of Finance, the Authority has preliminarily determined to issue the Series 2026 Bonds for the purpose of undertaking the ConRAC Project. Any Authorized Officer of the Authority is hereby authorized to take all actions necessary to determine whether it is in the best interests of the Authority to issue the Series 2026 Bonds to undertake the ConRAC Project. The Authority hereby ratifies, validates, confirms, and approves the determination by the Authorized Officer relating to the ConRAC Project and the financing of the ConRAC Project with the proceeds of the Series 2026 Bonds.

Section 2.2 Authorization of the Series 2026 Bonds; Maturities and Interest Rates.

(a) There is hereby authorized to be issued one or more Series of Bonds not to exceed \$65,000,000 to provide for the costs of the ConRAC Project. Such Bonds shall be entitled to the benefit, protection, and security of the Master Resolution and designated as “Syracuse Regional Airport Authority Senior Airport Revenue Bonds, Series 2026”, with such additional identification designation or designations as provided by an Authorized Officer of the Authority in the Certificate of Determination.

(b) The Series 2026 Bonds will be dated their date of delivery and will mature on the date or dates in each year and in the principal amounts as determined by the Authorized Officer of the Authority and set forth in the Certificate of Determination.

(c) The Series 2026 Bonds will be numbered consecutively from 2026-R-1 upwards as issued or as otherwise provided by the Registrar and Paying Agent for the Series 2026 Bonds. In the event it is determined that the Series 2026 Bonds shall be in more than one Series, the Authorized Officer may provide a unique numbering and lettering for each such Series as determined in the Certificate of Determination.

(d) Subject to the Act, the Chief Financial Officer of the Authority may act as the Authorized Officer of the Authority for all purposes of this Second Supplemental Resolution and the Certificate of Determination.

Section 2.3 Designation of Registrar and Paying Agent for the Series 2026 Bonds; Execution and Authentication of Series 2026 Bonds; Payment of Principal, Interest and Premium of Series 2026 Bonds.

(a) The Trustee shall be and is hereby designated to be Registrar and Paying Agent for the Series 2026 Bonds. The Authority reserves the right to designate a substitute or additional Registrar and Paying Agent for the Series 2026 Bonds in its sole discretion.

(b) The Series 2026 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chair, Vice Chair, or other Authorized Officer of the Authority and attested by the manual or facsimile signature of the Secretary of the Authority, or in such manner as may be required or permitted by law.

(c) The Series 2026 Bonds shall be issuable as fully registered Series 2026 Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof except as it may be necessary to effect the aggregate principal amount of maturity of any series of the Series 2026 Bonds which is not dividable by \$5,000. The Series 2026 Bonds shall be payable as to interest, principal and premium, if any, in any coin or currency of the United States of America that at the time of payment thereof is legal tender for public and private debts. Principal of, and premium, if any, on any Series 2026 Bond shall be payable only upon the presentation and surrender of the Series 2026 Bond to the Registrar and Paying Agent

at its principal office. Each Series 2026 Bond shall bear interest from the Interest Payment Date next preceding the date of execution by the Authority thereof to which interest has been paid, unless (i) the date of execution is prior to the first Interest Payment Date for such Series 2026 Bond, in which event such Series 2026 Bond shall bear interest from the date of such Series 2026 Bond, or unless (ii) the date of execution is an Interest Payment Date to which interest has been paid, in which event such Series 2026 Bond shall bear interest from the date of execution, or unless (iii) the date of execution is between the Record Date and the next Interest Payment Date in which event such Series 2026 Bond shall bear interest from the next Interest Payment Date for such Series 2026 Bonds, or as otherwise provided in the Series 2026 Bonds. Interest on all Series 2026 Bonds shall be paid on each Interest Payment Date by the Registrar and Paying Agent by check or draft mailed to the registered holder at its address as it appears on the books of registry kept pursuant to the Master Resolution as of the close of business on the Record Date.

Section 2.4 Book-Entry System.

(a) The Series 2026 Bonds when initially issued shall be issued as Book Entry Bonds, and registered in the name of Cede & Co., as nominee of the Depository. So long as the Depository or its nominee is the registered owner of Series 2026 Bonds, individual purchases of beneficial ownership interests in such Series 2026 Bonds may be made only in book-entry form by or through Depository participants, and purchasers of such beneficial ownership interest in Series 2026 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased.

(b) So long as the Depository or its nominee is the registered owner of Series 2026 Bonds, payments of principal of and premium, if any, and interest on such Series 2026 Bonds will be made by wire transfer to the Depository or its nominee, or otherwise as may be agreed upon by the Authority and the Depository; the Depository or its nominee will, in turn, remit such payments to the Depository participants for subsequent disbursement to the beneficial owners of such Series 2026 Bonds. Transfers of principal, premium, if any, and interest payments to the Depository participants will be the responsibility of the Depository. Transfers of such payments to beneficial owners of Series 2026 Bonds by the Depository participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of beneficial ownership interests in the Series 2026 Bonds will be accomplished by book entries made by Depository and, in turn, by the Depository participants and other nominees of the beneficial owners of the Series 2026 Bonds.

(c) So long as the Depository or its nominee is the registered owner of Series 2026 Bonds, the Authority shall send to Depository notice of redemption of such Series 2026 Bonds and any other notice required to be given to registered owners of Series 2026 Bonds pursuant to the Master Resolution, in the manner and at the times prescribed by the Master Resolution, except as may be agreed upon by the Authority and the Depository.

(d) The Authority shall have no responsibility or obligation to the Depository participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by the Depository or any Participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by the Depository to any Participant, or by any Participant or other nominees of beneficial owners to any beneficial owner, of any amount due in respect of the principal of or redemption premium, if any, or interest on Series 2026 Bonds; (iv) delivery or timely delivery by the Depository to any Participant, or by any Participant or other nominees of beneficial owners to any beneficial owners, of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Master Resolution to be given to holders or owners of Series 2026 Bonds; (v) the selection of

the beneficial owners to receive payment in the event of any partial redemption of Series 2026 Bonds; or (vi) any action taken by the Depository or its nominee as the registered owner of the Series 2026 Bonds.

ARTICLE III REDEMPTION OF THE SERIES 2026 BONDS

Section 3.1 Redemption of the Series 2026 Bonds.

(a) *Optional Redemption.* At the option of the Authority, the Series 2026 Bonds will be subject to redemption prior to the stated maturity if, to the extent, and on the terms and conditions and at the price or prices determined by an Authorized Officer and provided in the Official Statement and the Certificate of Determination. The Trustee will call the Series 2026 Bonds for redemption upon receipt of notice from the Authority, directing such redemption, which notice shall be sent to the Trustee at least twenty (20) days prior to the Redemption Date or such fewer number of days as shall be acceptable to the Trustee, and shall specify (i) the Series 2026 Bonds so to be called for redemption, and (ii) the Redemption Price.

(b) *Make Whole Redemption.* At the option of the Authority, the Series 2026 Bonds will be subject to make whole redemption prior to the stated maturity if, to the extent, and on the terms and conditions and at the price or prices determined by an Authorized Officer and provided in the Official Statement and the Certificate of Determination.

(c) *Purchase in Lieu of Redemption.* If some or all of the Series 2026 Bonds shall be called for redemption in whole or in part pursuant to the terms of the Master Resolution, such Series 2026 Bonds called for redemption may be purchased in lieu of redemption in accordance with the Master Resolution. Purchase in lieu of redemption shall be available for all of the Series 2026 Bonds called for redemption or for such lesser portion of such Series 2026 Bonds in denominations of \$5,000 or any integral multiple in excess thereof. The Authority may direct the Trustee to purchase all or such lesser portion of the Series 2026 Bonds so called for redemption. Any such direction to the Trustee must: (i) be in writing; (ii) state either that all of the Series 2026 Bonds called for redemption are to be purchased or, if less than all of the Series 2026 Bonds called for redemption are to be purchased, identify those Series 2026 Bonds to be purchased; and (iii) be received by the Trustee no later than 12:00 noon, New York City time, one Business Day prior to the Redemption Date.

Section 3.2 Notice of Redemption of Series 2026 Bonds.

When Series 2026 Bonds are to be redeemed, the Trustee shall give notice of the redemption of the Series 2026 Bonds in the name of the Authority stating: (i) the Series 2026 Bonds to be redeemed; (ii) the Redemption Date; (iii) that such Series 2026 Bonds will be redeemed at the office of the Trustee; (iv) that on the Redemption Date there shall become due and payable upon each Series 2026 Bond to be redeemed the Redemption Price thereof (except in the case of a mandatory sinking fund redemption of Series 2026 Bonds without premium, in which case the principal will be due and payable on the Redemption Date and the interest will be paid on such date as provided in the Resolution), and (v) that from and after the Redemption Date interest thereon shall cease to accrue. With respect to any redemption described under Section 3.1(a) above, any such notice of redemption shall state that the redemption is conditioned upon receipt by the Trustee, on or prior to the Redemption Date, of moneys sufficient, together with any other moneys held by the Trustee and available therefor, to pay on the Redemption Date the Redemption Price of the Series 2026 Bonds to be redeemed, and that if such moneys are not received on or prior to the Redemption Date such notice shall be of no force or effect and such Series 2026 Bonds shall not be required

to be redeemed. The Trustee shall mail a copy of such notice postage prepaid, not less than twenty (20) days nor more than sixty (60) days prior to the Redemption Date, to each Holder at the address of such Holder appearing on the registration books of the Authority, maintained by the Registrar. Such mailing shall not be a condition precedent to such redemption, and failure to so mail any such notice to any of such Holders shall not affect the validity of the proceedings for the redemption of the Series 2026 Bonds.

Section 3.3 Partial Redemption of Bonds. If there shall be drawn for redemption less than all of the principal amount of a Series 2026 Bond, the Authority shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Series 2026 Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the registered Series 2026 Bond so surrendered, new Series 2026 Bonds of like maturity and tenor in any of the Authorized Denominations. If, on the Redemption Date, money for the redemption of all Series 2026 Bonds or portions thereof to be redeemed, together with interest accrued and unpaid thereon to the Redemption Date, shall be held by the Trustee and Paying Agent so as to be available therefor on such date and if notice of redemption shall have been mailed as aforesaid, then, from and after the Redemption Date, interest on such Series 2026 Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds shall no longer be considered to be Outstanding hereunder. If such money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 3.4 Selection of Bonds to be Called for Redemption. If the Series 2026 Bonds are registered in book-entry only form and so long as the Depository or a successor securities depository is the sole registered owner of the Series 2026 Bonds, if less than all of the Series 2026 Bonds of a maturity are called for redemption, the particular Series 2026 Bonds of such maturity or portions thereof to be redeemed will be selected on a pro rata pass-through distribution of principal basis in accordance with the Depository's procedures. It is intended that redemption allocations made by the Depository will be made on a pro rata pass-through distribution of principal basis as described above. If the Depository's operational arrangements do not allow for the redemption of the Series 2026 Bonds on a pro rata pass-through distribution of principal basis as discussed above, then the Series 2026 Bonds will be selected for redemption, in accordance with the Depository's procedures, by lot.

ARTICLE IV SOURCE OF PAYMENT FOR SERIES 2026 BONDS; FUNDS ACCOUNTS

Section 4.1 Source of Payment for the Series 2026 Bonds. The Series 2026 Bonds special limited obligations of the Authority payable solely from, and secured by a lien on and pledge of, the Net Revenues. Pursuant to the Master Resolution, the Authority hereby determines that (a) the term "Revenues" will include CFCs, Deficiency Payments, and Deficiency True-Up; and (b) the term "Net Revenues" will include Available CFC Revenues and Available Deficiency Payments for so long as the Series 2026 Bonds remain outstanding. Notwithstanding anything to the contrary herein or in the Master Resolution, CFCs, Deficiency Payments, and Deficiency True-Up are pledged only to secure the Series 2026 Bonds and any other CFC Eligible Bonds. All other Net Revenues (excluding PFCs) of the Authority remain pledged under the Master Resolution and may be deposited in the Series 2026 Revenue Account and applied to pay debt service on the Series 2026 Bonds to the extent Available CFC Revenues and Available Deficiency Payments (and amounts available in the applicable reserve accounts) are insufficient for such purpose.

Section 4.2 Series 2026 Construction Fund.

(a) There is hereby created and established with respect to the Series 2026 Bonds a construction fund to be known as the "Syracuse Regional Airport Authority Senior Airport Revenue Bonds, Series 2026 Construction Fund," (the "**Series 2026 Construction Fund**") to be held by the Authority, into

which shall be deposited the proceeds of the Series 2026 Bonds required to be deposited such amounts to be used to fund the Costs of the Project and Costs of Issuance pursuant to the Certificate of Determination and Sections 5.01, 5.05, and 5.11 of the Master Resolution. In addition, all CFCs on hand and hereafter received by the Authority during the Construction Period shall be transferred to the CFC Account, Series 2026 (as defined below) and shall be used, without the issuance of additional bonds, on a pay-as-you-go basis to fund a portion of the Costs of the Project and debt service on the Series 2026 Bonds, in accordance with the provisions of this Second Supplemental Resolution.

(b) There is hereby created and established within the Series 2026 Construction Fund the following subaccounts:

(i) An account to be known as the “Project Account, Series 2026” with such additional designation, if any, as provided in the Certificate of Determination.

(ii) An account to be known as the “Cost of Issuance Account, Series 2026” with such additional designation, if any, as provided in the Certificate of Determination.

(iii) An account to be known as the “CFC Account, Series 2026” with such additional designation, if any, as provided in the Certificate of Determination.

(c) Subject to the provisions of the Master Resolution, and as set forth below, disbursements from the Series 2026 Construction Fund shall be made to pay the Costs of the Project and Costs of Issuance to be financed with the proceeds of the Series 2026 Bonds, including:

(i) Obligations incurred for labor, materials and services and to contractors, builders and others in connection with the acquisition, construction and installation of Improvements, for utilities and landscaping, for the restoration or relocation of any property damaged or destroyed in connection with such construction and installation, for the removal or relocation of any structures and for the clearing of lands and further including such improvements as the Authority determines to be reasonably necessary in connection with the ConRAC;

(ii) The cost of acquiring such other lands, property, rights, rights of way, easements, franchises and other interests as may be deemed necessary or convenient by the Authority for the construction and installation of the ConRAC, including costs of abstracts of title, title insurance, title guaranty, and surveys, and other expenses in connection with such acquisition, and the cost of demolishing or removing any buildings or structures on lands so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved and the amount of any damages incident to or consequent upon the acquisition, construction and installation of the ConRAC;

(iii) The cost of borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to determining the feasibility or practicability of constructing and installing the ConRAC, and fees and expenses of engineers, architects and management and other consultants for making studies, surveys and estimates of costs and of revenues and other estimates, fees and expenses of engineers and architects for preparing plans and specifications and supervising construction, as well as for the performance of all other duties of engineers and architects referred to in the Master Resolution, this Second Supplemental Resolution, and the Certificate of Determination and the fees and expenses of construction managers or project

supervisors, all in relation to the acquisition, construction and installation of the ConRAC and the issuance of Bonds for them; and

(iv) All Costs of Issuance incurred in connection with the issuance, sale, delivery, and authentication of the Series 2026 Bonds; and

(v) The reasonable fees and expenses of the Trustee, Authenticating Agent, Paying Agent and Registrar for their services during the Construction Period, and payments, taxes or other governmental charges (if any) on the property of the ConRAC or on any property hereafter acquired, and premiums on any insurance (if any), during the Construction Period.

(d) Amounts deposited in the CFC Account to be used for payment of debt service on the Series 2026 Bonds shall be deposited in the Series 2026 Debt Service Account on or before each Payment Date or on such other frequency as an Authorized Officer of the Authority may determine.

(e) Upon expiration of the Construction Period, any amounts remaining in the Construction Fund shall be deposited in the Revenue Account and applied in accordance with Section 4.4(b) hereof.

Section 4.3 Series 2026 Revenue Account.

(a) There is hereby created and established with respect to the Series 2026 Bonds a revenue account within the Revenue Fund to be known as the “Revenue Account, Series 2026” to be held by the Authority into which shall be deposited CFCs and Deficiency Payments pursuant to the Certificate of Determination.

(b) As long as there are any Outstanding Series 2026 Bonds, all CFCs and Deficiency Payments shall be deposited by the Authority in the Series 2026 Revenue Account and shall be set aside as follows and in the following order of priority:

First, To pay all Eligible Maintenance and Operations Costs (including any amounts reasonably required be set aside in contingency reserves for Maintenance and Operations Costs, the payment of which is not then immediately required) and all fees, costs, and expenses of the Trustee (including all annual fees and charges) from the Series 2026 Revenue Fund as they become due and payable;

Second, To the Trustee for deposit into the Series 2026 Debt Service Account (i) if a direct pay Credit Facility shall not be in effect, then without priority and on an equal basis, except as to timing of payment, the amounts, at the times and in the manner provided herein in or the Certificate of Determination (A) the principal of and interest to become due on the Series 2026 Bonds, (B) the principal and Sinking Fund Installments of the Series 2026 Bonds, and (C) the purchase price or Redemption Price of Outstanding Bonds of a Series theretofore contracted to be purchased or called for redemption pursuant hereto or in the Certificate of Determination; or (ii) if a direct pay Credit Facility shall be in effect, then the amount to reimburse pro rata, each Provider for Provider Payments which are then unpaid, in proportion to the respective Provider Payments then unpaid to each Provider;

Third, to the Trustee for deposit in the Reserve Fund, an amount necessary to make the funds on deposit therein equal to the Reserve Fund Requirement;

Fourth, To the subordinate Trustee, if any, for deposit in the Subordinate Obligation Debt Service Fund the amounts as are sufficient to pay the debt service on any indebtedness, including Subordinated Obligations, issued pursuant to the terms of a Subordinate Resolution or other agreement, but only to the extent (except as otherwise provided herein) a specific pledge of Available CFC Revenues and Available Deficiency Payments has been made in writing to the payment of debt service on such indebtedness; and

Fifth, To the subordinate Trustee, if any, for deposit in the Subordinate Obligation Reserve Fund amounts as are sufficient to pay any reserve requirement for debt service for any indebtedness, including Subordinate Obligations, issued pursuant to the terms of the Subordinate Resolution, but only to the extent a specific pledge of Available CFC Revenues and Available Deficiency Payments has been made in writing to the payment of any such debt service reserve requirement on such indebtedness.

Section 4.4 Series 2026 Debt Service Fund.

(a) There is hereby created and established with respect to the Series 2026 Bonds a debt service account to be known as the “Debt Service Account, Series 2026” (the “**Series 2026 Debt Service Account**”) to be held by the Trustee or any agent of the Trustee and into which shall be deposited such amounts to be used to pay principal of and interest on the Series 2026 Bonds in the amounts and at the times required by this Second Supplemental Resolution, the Certificate of Determination, and the Master Resolution.

(a) There is hereby created and established within the Series 2026 Debt Service Account with respect to the Series 2026 Bonds a subaccount to be known as the “Interest Subaccount, Series 2026” with such additional designation, if any, as provided in the Certificate of Determination. In order to provide for the payment of interest on the Series 2026 Bonds, there shall be credited to the Interest Subaccount, Series 2026, in the amounts and at the times required by this Second Supplemental Resolution, the Certificate of Determination, and Sections 5.01, 5.06, 5.07, and 5.15 of the Master Resolution.

(b) There is hereby created and established a separate subaccount within the Series 2026 Debt Service Account with respect to the Series 2026 Bonds to be known as the “Principal Subaccount, Series 2026” and with such additional designation, if any, as provided in the Certificate of Determination. In order to provide for the payment of principal on the Series 2026 Bonds, there shall be credited to the Principal Subaccount, Series 2026, from the moneys, in the amounts and at the times required by this Second Supplemental Resolution, the Certificate of Determination, and Sections 5.01, 5.06, 5.07, and 5.15 of the Master Resolution.

Section 4.5 Reserve Fund.

(a) There shall be deposited into the Reserve Fund an amount such that, together with any Reserve Fund Facility, the amount on deposit in the Reserve Fund will be equal to the Reserve Requirement. Any cash to be deposited in the Reserve Fund with respect to the Series 2026 Bonds may be derived from proceeds of the Series 2026 Bonds or any other legally available source of funds. In the event that federal tax law, in the opinion of Bond Counsel, or the CFC Laws would prohibit the Reserve Requirement to be paid from the proceeds of the Series 2026 Bonds, the Authority shall be permitted to pay from Available CFC Revenues and Available Deficiency Payments the portion of the Reserve Requirement not permitted to be paid from proceeds of the Series 2026 Bonds in equal monthly installments within sixty

(60) months from the date of issuance of said Series of 2026 Bonds, to the extent permitted by federal tax laws.

(b) Moneys held in the Reserve Fund shall be used for the purpose paying principal and interest on the Series 2026 Bonds on a basis *parri passu* with all other Bonds participating in the Reserve Fund in accordance with Section 5.08 of the Master Resolution. Nothing contained in this Section 4.7 shall prohibit the use of a Reserve Fund Facility to satisfy the Reserve Requirement for the Series 2026 Bonds as permitted by the Master Resolution.

ARTICLE V

FORM OF THE SERIES 2026 BONDS

Section 5.1 Form of the Series 2026 Bonds. The form of Series 2026 Bonds, the form of certificate of authentication thereof, if applicable, the form of endorsement thereon and the form of assignment pertaining thereto, shall be substantially in the form appended to the Certificate of Determination, which such necessary or appropriate variations, omissions and deletions therefrom, and insertions therein, as are insertions therein as are incidental to their Series, numbers, denominations, maturities, interest rate or rates, paying agencies, privileges of registration, redemption provisions, and other details thereof or as otherwise permitted by law or the Master Resolution.

ARTICLE VI

CERTIFICATE OF DETERMINATION

Section 6.1 Delegation of Authority.

(a) There is hereby delegated to the Authorized Officer, subject to the limitations contained herein, the power to determine and effectuate the following with respect to the Series 2026 Bonds:

(i) The aggregate principal amount of the Series 2026 Bonds to be issued together with the principal amount of each Series of the Series 2026 Bonds;

(ii) The dated date or dates, maturity date or dates, and principal amount of each maturity of the Series 2026 Bonds, the initial Interest Payment Date or dates of the Series 2026 Bonds, the date from which the Series 2026 shall bear interest, and the identification designation for the Series 2026 Bonds;

(iii) The interest rate or rates of the Series 2026 Bonds; provided, however, that the interest rate or rates to be borne by the Series 2026 Bonds shall not exceed a true interest cost in excess of the maximum rate per annum permitted by law;

(iv) The application of the proceeds of the Series 2026 Bonds;

(v) The Series 2026 Bonds to be retired from any Sinking Fund Installments and the dates and the amounts thereof;

(vi) The redemption and purchase in lieu of redemption provisions of the Series 2026 Bonds;

- (vii) The numbering and identification of the Series 2026 Bonds;
- (viii) The definitive form of the Series 2026 Bonds and form of assignment thereon;
- (ix) The establishment of such funds, accounts, and sub-accounts as required by the Master Resolution or this Second Supplemental Resolution and deemed necessary;
- (x) Matters relating to any Bond Insurance Policy, including, but not limited to, the determination to obtain one or more Bond Insurance Policies and the negotiation of such Bond Insurance Policies;
- (xi) Matters relating to the use of a surety bond, insurance policy, or letter of credit in an amount equal to, or a portion of, the Reserve Fund Requirement for the Series 2026 Bonds, as permitted by the Master Resolution;
- (xii) The execution and delivery of certificates, agreements, and other documents or instruments necessary to provide for the delivery of the Series 2026 Bonds and the closing of the transactions contemplated hereby, including, without limitation, any updates to the Official Statement;
- (xiii) Confirmation of the findings and determinations set forth in Article VII of this Second Supplemental Resolution and the certification required pursuant to Section 2.2 hereof;
- (xiv) Any other provisions deemed necessary or advisable by the Designated Financial Officer and not materially in conflict with the provisions of this Second Supplemental Resolution or of the Master Resolution, including, without limitation, the Interest Payment Dates and the Record Dates.

The Authorized Officer shall execute one or more certificates evidencing determinations or other actions taken pursuant to the authority granted herein, executed copies of which, or copies of which, certified by the Authorized Officer, shall be filed in the official records of the Authority. Each such certificate shall be deemed a Certificate of Determination and shall be conclusive evidence of the action or determination of such officer as to the matters stated therein. The provisions of each Certificate of Determination shall be deemed to be incorporated in and be part of this Second Supplemental Resolution.

(b) There is hereby delegated to the Authorized Officer and each of the other Authorized Officers, subject to the limitations contained in this Second Supplemental Resolution, the power to enter into the following agreements and execute the following documents, certificates, and other instruments on behalf of the Authority with respect to the Series 2026 Bonds in such forms as the person executing the same may deem appropriate, which such documents, certificates, and other instruments are hereby approved:

- (i) The Bond Insurance Commitment, if applicable;
- (ii) The Series 2026 Bonds Tax Certificate;
- (iii) The Bond Purchase Agreement;

(iv) Such other agreements, documents, certificates, and other instruments as shall be necessary and proper related to the Series 2026 Bonds and the delivery thereof, including, but not limited to, any agreements, documents, and certificates necessary to provide for the delivery and closing of the Series 2026 Bonds.

The execution by an Authorized Officer of any agreement, certificate, document, or other instrument pursuant to this Section 6.1 shall be conclusive evidence of the determination and agreement off the terms and provisions thereto or therein. Any agreements, certificates, documents, and instruments executed pursuant to this Section 6.1 are hereby ratified, validated, confirmed, and approved.

ARTICLE VII APPROVAL OF SALE AND DOCUMENTS; OTHER MATTERS

Section 7.1 Sale of Series 2026 Bonds.

(a) The members of the Authority hereby find and determine that the Series 2026 Bonds shall be sold pursuant to a negotiated sale in accordance with the terms and provisions of Section 2799-jjj of the Act. The Authority hereby authorizes any Authorized Officer of the Authority to authorize the sale of the Series 2026 Bonds, for and on behalf of the Authority, in substantially the form approved by the members of the Authority concurrently with the adoption of this Second Supplemental Resolution or as soon thereafter is as practicable.

(b) The Series 2026 Bonds authorized to be issued, executed, sold and delivered pursuant to this Section 7.1 shall (i) be issued, executed and delivered at such time as the Authorized Office of the Authority shall determine, and (ii) bear interest at the rate or rates, be issued in such form, be subject to redemption prior to maturity and have such other terms and provisions and be issued in such manner and on such conditions as are set forth in the Series 2026 Bonds, this Second Supplemental Resolution and the Official Statement, which terms are specifically incorporated herein by reference with the same force and effect as if fully set forth in this Second Supplemental Resolution.

(c) The draft of the Preliminary Official Statement, setting forth certain information with respect to the Series 2026 Bonds, presented to the Board at the meeting at which this resolution is adopted is authorized to be finalized and the Authorized Officer of the Authority may make such modifications in the Preliminary Official Statement prior to the printing of definitive copies thereof as such officers, upon the advice of counsel to the Authority, deem appropriate and the Authority is further authorized to deliver definitive copies thereof to the Underwriter for distribution of the same to prospective investors in and purchasers of the Series 2026 Bonds.

(d) Upon the completion of the sale of the Series 2026 Bonds by the Underwriter and the execution and delivery of the Bond Purchase Agreement, any Authorized Officer is hereby authorized and directed to prepare and finalize, and an Authorized Officer is authorized to execute, copies of the final Official Statement, for and on behalf of the Authority and to deliver the same, or cause the same to be delivered, to the Underwriter. An Authorized Officer may make such modifications in the Official Statement prior to the printing of definitive copies as such officers, upon the advice of counsel to the Authority, deem appropriate and an Authorized Officer shall execute and deliver definitive copies thereof to the Underwriter. The execution and delivery of any official statement relating to the Series 2026 Bonds shall be evidence of the approval of the definitive Official Statement. The Authority hereby authorizes said definitive Official Statement, together with the appendices thereto and the information contained therein, to be used in connection with the offering and sale of the Series 2026 Bonds.

(e) Copies of the said Preliminary Official Statement and form of Official Statement shall be filed with the minutes of the meeting at which this Second Supplemental Resolution is adopted.

Section 7.2 Execution and Delivery of Agreements; Continuing Disclosure.

(a) Each of the Authorized Officers, individually, is hereby authorized for and on behalf of the Authority to execute and deliver such further documents and agreements, including any tax agreement intended to ensure compliance with the tax covenants of the Authority or take any and all such further action as upon the advice of counsel to the Authority that (i) he or they shall deem necessary or desirable in order to effectuate the issuance, delivery and payment of the Series 2026 Bonds in accordance with the terms of the Master Resolution and this Second Supplemental Resolution, or (ii) may be reasonably required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby and by the documents referred to therein or herein or approved thereby or hereby. In addition, the Authorized Officer is authorized to prepare and execute the Certificate of Determination pursuant to Article VI hereof.

(b) A Continuing Disclosure Undertaking by the Authority, in substantially the form of the draft thereof presented at the meeting at which this Second Supplemental Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by an Authorized Officer. The Authority covenants with the holders from time to time of the Series 2026 Bonds that it will, and hereby authorizes the appropriate officers and employees of the Authority to take all action necessary or appropriate to, comply with, and carry out all of the provisions of the Continuing Disclosure Undertaking as amended from time to time. Notwithstanding any other provision of the Resolution, failure of the Authority or the Trustee to perform in accordance with the Continuing Disclosure Undertaking shall not constitute a default or an Event of Default under the Resolution, and the rights and remedies provided by the Resolution upon the occurrence of such a default or an Event of Default shall not apply to any such failure, but the Continuing Disclosure Undertaking may be enforced only as provided therein.

Section 7.3 Findings and Determinations.

(a) The Authority hereby finds, determines, and declares that (i) the Authority previously issued its \$35,105,000 Senior Airport Revenue Refunding Bonds, Series 2021 (AMT) (the “**Series 2021 Bonds**”), which are the only Bonds outstanding on the date hereof; (ii) the Series 2026 Bonds are issued under the authorization of Section 2.01 of the Master Resolution; (iii) an Authorized Officer has delivered a report satisfying the requirements of Sections 2.02(f) and 2.05 of the Master Resolution; (iv) the Series 2026 Bonds shall be sold by means of a private negotiated sale, and the Authority accepts and endorses the written recommendation of the Chair of the Authority regarding the determination to sell the Series 2026 Bonds pursuant to a private negotiated sale, and further finds and determines, in accordance with, the Act, that it is in the best interests of the Authority to sell, and the interests of the Authority will be best served by a sale of, the Series 2026 Bonds by means of a private negotiated sale, and further ratifies and confirms all action taken by the Authority and Authority staff with respect to the sale of the Series 2026 Bonds by means of a private negotiated sale; (v) the requirements contained in Section 2799-jjj of the Act relating to the sale of the Series 2026 Bonds will be satisfied by the date of issuance of the Series 2026 Bonds, and (vi) all provisions and conditions of the Resolution and of other applicable law have been complied with in the issuance under the Resolution of the Series 2026 Bonds.

(b) The Authority hereby further finds, determines and declares that this Second Supplemental Resolution (i) supplements the Master Resolution; (ii) constitutes and is a “Supplemental

Resolution” within the meaning of the quoted words as defined and used in the Master Resolution; and (iii) is adopted pursuant to and under the authority of the Master Resolution.

(c) The Authority hereby further finds, determines and declares that the Series 2026 Bonds are to be issued under the Master Resolution and to constitute and be “Bonds” within the meaning of the quoted word as defined and used in the Master Resolution. As more fully set forth in the Master Resolution, the Series 2026 Bonds: (i) shall be entitled to the benefits, security and protection of the Master Resolution, equally and ratably with one another and with any other Bonds hereafter issued thereunder; (ii) after applicable of the Available CFC Revenues and Available Deficiency Payments as set forth in this Second Supplemental Resolution, shall be payable as provided in the Master Resolution from Net Revenues on a parity with one another and with all Bonds hereafter issued under the Master Resolution; and (iii) shall be equally and ratably secured under the Master Resolution with one another and with all Bonds hereafter issued thereunder, without priority by reason of series, number, date of adoption of this Second Supplemental Resolution providing for the issuance thereof, date of Bonds, date of sale, date of execution, date of issuance, date of delivery, or otherwise, by the liens, pledges, charges and assignments created by the Master Resolution.

(d) The Authority hereby further finds, determines and declares: (i) except for the Series 2021 Bonds, there are not outstanding any bonds, notes or other evidences of indebtedness payable from and secured by lien on or pledge or charge upon Net Revenues; (ii) the Net Revenues are not encumbered by any lien and charge thereon or pledge thereof, other than the lien and charge thereon and pledge thereof created by the Master Resolution for the payment and security of the Bonds; and (iii) there does not exist an “Event of Default” as defined in Section 11.02 of the Master Resolution, nor does there exist any condition which, after the passage of time, would constitute, under such section, an “Event of Default”.

(e) The Authority hereby further finds, determines and declares that it is in the best interest of the Authority (i) to implement the Plan of Finance; and (ii) to take such actions and execute such documents from time to time as shall be deemed necessary or desirable in order to effectuate the issuance, delivery and payment of the Series 2026 Bonds, and the implementation of the Plan of Finance.

Section 7.4 Laws Governing; Severability.

(a) This Second Supplemental Resolution shall be construed, interpreted, and enforced in accordance with the Constitution and laws of the State.

(b) If any provision of this Second Supplemental Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

(c) The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this Second Supplemental Resolution shall not affect the remaining portions of this Second Supplemental Resolution or any part thereof or of the Series 2026 Bonds issued hereunder.

Section 7.5 Section Headings; Table of Contents. The headings or titles of the several sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for

convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Second Supplemental Resolution.

Section 7.6 Effective Date. This Second Supplemental Resolution shall become effective immediately upon its adoption.

RESOLUTION APPROVING THE POLICE TACTICAL TEAM COOPERATION AGREEMENT WITH THE SYRACUSE POLICE DEPARTMENT

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

WHEREAS, Section 2799-ggg (11) of the Enabling Act authorizes the Authority to enter into contracts, agreements and leases with the federal government, the state, the county, the city, any person or other public corporation and to execute all instruments necessary or convenient to accomplishing its corporate purposes; and

WHEREAS, the Authority has determined that for purposes of law enforcement, safety, and emergency management and response, it is in the Authority’s and community’s best interest to enter into an agreement with the City of Syracuse and Syracuse Police Department (“SPD”) for Emergency Response Team deployment at the Syracuse Hancock International Airport (“Airport”);

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Syracuse Regional Airport Authority hereby approves the Police Tactical Team Cooperation Agreement (the “Agreement”), attached hereto and incorporated herein; and be it further

RESOLVED, by the Board of the Syracuse Regional Airport Authority, that the Executive Director is authorized to execute the Agreement in its current form.

RESOLUTION ADOPTION DATE: May 29, 2026

VOTE: Ayes ____ **Nays** ____ **Abstentions** ____

SIGNED: _____

INTER-MUNICIPAL AGREEMENT
POLICE TACTICAL TEAM COOPERATION

This Inter-Municipal Agreement of Emergency Response Team Cooperation (hereinafter, "Agreement") is made this _____ day of _____ 2026, between the Syracuse Police Department, a municipal corporation with its principal place of business located at 511 S State St., Syracuse, NY ("SPD"), and the Syracuse Regional Airport Authority, an Authority under the Public Authorities Law of the State of New York, with principal offices located at 1000 Col. Eileen Collins Blvd., Syracuse, NY 13212 ("SRAA") (hereinafter, the "Parties").

RECITALS

WHEREAS, Section 119-o of the New York State General Municipal Law (hereinafter, "GML") permits municipal corporations to enter into agreements for the performance amongst themselves or for the other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the SRAA hereto have experienced within their jurisdiction a potential need for the response of police tactical teams, K9 Team, Public Order Unit (POU), Bomb Squad, and Crisis Response Unit (CRU), to deal with certain criminal acts or threats, including, but not limited to, barricaded suspects, hostage takers, civil unrest or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained team, rather than standard police operations.

NOW THEREFORE, the Parties do mutually agree, pursuant to the terms and provisions of this Agreement as follows:

ARTICLE ONE

Purpose of the Agreement

The purpose of this Agreement is to:

1. Formalize the relationship between the SPD and its Emergency Response Team (hereinafter, "ERT") and the SRAA and the use of SPD's ERT resources; (i.e. tactical team deployment, sniper team deployment, crisis response unit deployment, K9 team deployment, bomb squad team deployment, public order unit team deployment).
2. Eliminate the need to follow the formal procedures set forth in GML §209-m to request assistance from the other Party in the form of personnel or equipment.
3. Provide for more efficient utilization of law enforcement resources and services; and
4. Make available to SRAA the resources of SPD in the event of an "emergency", in accordance with the provisions of this Agreement.

ARTICLE TWO

Personnel and Equipment

SPD agrees that they may supply Tactical Team personnel, equipment, and other available resources to SRAA upon request by the SRAA's Chief of Police, Executive Director, or their designee in the event of an Emergency, if the SPD Police Chief, or his or her designee, deems it appropriate. The number of personnel, if any, and the amount or type of equipment to be dispatched by SPD shall be determined by the SPD Police Chief, or his or her designee. It is agreed that SPD will provide ERT support secondarily to the New York State Police who will be the primary response unit.

In furtherance of this Agreement, the Parties agree to conduct joint training for all employees participating in Tactical Team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the Parties. Costs of standard joint training, if any, shall be proportioned by the Parties unless mutually agreed that an agency will solely carry costs. SRAA, at its sole discretion and upon reasonable advance notice, agrees to make usable and accessible non-aeronautical properties available for joint training purposes, and may make properties available for additional SPD training.

ARTICLE THREE

Retained Personnel and Equipment

Each Party agrees that when SPD is responding to an Emergency for SRAA the SPD may hold back sufficient personnel and equipment to provide adequate protection within the City of Syracuse or surrounding jurisdictions. Should a need for the loaned personnel and equipment arise within the territory of SPD after responding to an Emergency, then SPD may recall such personnel and equipment or any part thereof. SPD shall inform SRAA of its intent to withdraw from the Emergency as soon as practicable.

ARTICLE FOUR

Compensation

SRAA shall not be obligated to compensate the SPD for services rendered by, or injuries to, SPD's personnel, or for the use or damage to SPD's Tactical Team's equipment. Specifically, and without limiting the foregoing, the SRAA shall have no obligation for the payment of wages or withholding for unemployment, workers' compensation, 207-c benefits, or for the payment of any other benefits to the personnel of SPD. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for intentional acts and/or gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

ARTICLE FIVE

Control of Personnel and Equipment

SPD shall serve as the Incident Commander in command of the operation(s) under which the equipment and personnel of SPD is utilized, operating in collaboration with the identified Incident Commander of SRAA; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the SPD, if more than one officer responds.

Notwithstanding the foregoing, nothing in this Article shall limit the ability of the Police Chief or their designee to recall personnel or equipment as provided for in the Article Three, supra.

Command, however, may be relinquished to a ranking or senior officer of SPD rendering assistance under the terms of this Agreement.

ARTICLE SIX

Privileges and Immunities

To the extent permitted by law, all the powers, duties, rights, privileges, and immunities from liability that surrounds the activities of any participating Tactical Team or agency when performing its functions within the public agency's territorial limits, shall apply to the activities of that agency's Tactical Team while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections 119-n(c) and 119-o of the GML, law enforcement officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest. Nothing in this agreement shall limit or alter law enforcement officers' authority as provided by law.

ARTICLE SEVEN

Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured, or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured, or were to become disabled while that officer was functioning within his or her own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE EIGHT

Liability and Indemnification

Neither Party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In the event of a determination that SPD damages a third party's property within SRAA's jurisdiction, such third-party damage claims shall be received and addressed solely by SRAA, except with respect to intentional acts and/or gross negligence.

Neither Party shall be required to defend or indemnify the other for any claim arising out of participating under this Agreement. Each Party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with, or as a result of, this Agreement, and each Party will be responsible for bearing its own costs, damages, losses,

expenses, and attorney fees. Each Party shall be obligated to notify the other of any claims or lawsuits received arising out of the Tactical Teams' operations incident to this Agreement.

ARTICLE NINE

Administration

It is the intention of the Parties that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board. No real or personal property shall be acquired by the Parties because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN

Compliance with Laws

Each Party agrees that each will comply with all applicable, federal, state, and local laws, rules, and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN

Approval, Duration, and Termination

1. This Agreement shall not be effective until approved by a majority vote, as required by §119-0 of the General Municipal Law, of the governing body of each Party.
2. This Agreement may be changed, modified, or amended by written agreement of the Parties, subject to the requirements of Paragraph 1 of this Article.
3. The terms of this Agreement shall remain in effect through December 31, 2030. Each party may request a renewal of this Agreement in accordance with local and state law.
4. Either party may terminate this Agreement at any time by providing thirty days written notice of its intent to withdraw from this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement the date and year written below.

By: _____

Justin Baum, Airport Police Chief
Syracuse Regional Airport Authority

By: _____

Jason Terreri, Executive Director
Syracuse Regional Airport Authority

By: _____

Mark Rusin, Chief of Police
City of Syracuse Police Department

By: _____

Sharon Owens, Mayor
City of Syracuse