

# THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT  
2 MONTGOMERY STREET, 3<sup>RD</sup> FL.  
JERSEY CITY, NJ 07302

8/4/2014

## ADDENDUM #4

To prospective Proposer(s) on RFP #38598 "Lease for Operation and Maintenance of Fuel Station at LaGuardia Airport."

Due back on 8/12/2014, no later than 2:00 PM

### I. CHANGES/MODIFICATIONS

**The following changes/modifications are hereby made to the solicitation documents:**

The RFP due date is hereby extended to August 12, 2014.

RFP, Section 1K, "Aid to Proposers," Subsection b "The Restricted Vehicle Service Road "RVSR" and Runway Drive at Runway 4-22 ("Runway Project")", paragraph one, last line:

**delete** "The basic rental referred to in Section 4 of the Lease would be reduced, by \$1,691 (rent on 638 sq ft), to \$112,328 (from \$114,019)."

and **replace with** ""At such time as the Runway Project goes forward, if at all, the Lessee's Paved Land rent will be reduced accordingly in accordance with the abatement section 4 (C) of the lease agreement.

Addendum 2, Answer 10, **delete** in its entirety and **replace with:**

"The Port Authority will have an environment baseline and survey performed prior to the lease commencement date and will make the results of the survey available to the successful Proposer."

"Attachment H, Lease Agreement" dated 7/11/14, **delete** in its entirety and **replace with** the attached, "Attachment H, Lease Agreement" dated 8/4/14.

### II. PROPOSER'S QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions that have been submitted by Proposers to the Port Authority. It addresses only those questions which the Port Authority has deemed to require additional information and/or

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clarification. The fact that information has not been supplied with respect to any questions asked by Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise of the Port Authority, its Commissioners, officers, agents, representatives or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

<b><i>Question #10</i></b>	Please advise of any known environmental issues or concerns.
<b><i>Answer #10</i></b>	The Port Authority will have an environment baseline and survey performed prior to the lease commencement date and will make the results of the survey available to the successful Proposer.
<b><i>Question #15</i></b>	In Attachment H, Section 2. Term (a) The term of the letting under this Agreement shall commence on (the "Commencement Date") and shall, unless sooner terminated, expire on the day preceding the fifth anniversary of the Commencement Date (the "Expiration Date").  What is the definition of "Commencement Date?"
<b><i>Answer #15</i></b>	The commencement date is the day the successful Proposer takes possession of the leasehold. The term begins on the first day of operation or February 1, 2015, whichever occurs first.
<b><i>Question #16</i></b>	Would you please clarify the annual proposed rent escalation sought by the Port Authority for the lease extension. It appears that the annual escalation in the information portion of the RFP is \$114,019 escalated annually by 1/2 of the CPI or 4%, whichever is greater, however, the form of ground lease reflects annual escalation as 3% per year.
<b><i>Answer #16</i></b>	The RFP is correct. Please see attached updated lease agreement dated 8/4/14.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ  
DAVID GUTIÉRREZ  
MANAGER CONSTRUCTION CONTRACTS

PROPOSER'S FIRM NAME: \_\_\_\_\_

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO  
EMILY BAXTER, WHO CAN BE REACHED AT (201) 395-3421 or at  
ebaxter@panynj.gov.

LEASE FOR OPERATION AND MAINTENANCE OF FUEL STATION AT  
LAGUARDIA AIRPORT  
LEASE SECTION MODIFICATIONS

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THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL  
DULY EXECUTED BY AN EXECUTIVE OFFICER  
THEREOF AND DELIVERED TO THE LESSEE BY AN AUTHORIZED  
REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AGA- XXX

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made effective as of the -----2014 by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called "the Port Authority"), a body corporate and politic established by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office at 225 Park Avenue South, in the Borough of Manhattan, in the City, County and State of New York 10003, and (hereinafter called "the Lessee"), a corporation of the State of ----- having an office and place of business at -----, whose representative is -----,

WITNESSETH, That:

The Port Authority and the Lessee, for and in consideration of the covenants and mutual agreements hereinafter contained, hereby covenant and agree as follows:

**Section 1. Letting**

(a) The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority at LaGuardia Airport (sometimes hereinafter referred to as "the Airport") in the County of Queens, City and State of New York, the ground space and buildings as shown within the bold line on the drawing attached hereto, hereby made a part hereof and marked "Exhibit A", together with the fixtures, improvements and other property of the Port Authority located or to be located thereon, the said lands, fixtures, improvements and other property of the Port Authority (hereinafter collectively referred to as "the premises"). The parties acknowledge that the premises constitute non-residential real property.

(b) Except to the extent required for the performance of any of the obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the heights of the structures thereon.

## **Section 2.Term**

(a)The term of the letting under this Agreement shall commence on December 1, 2014 (subject to final determination by the parties) (the “Commencement Date”) and shall, unless sooner terminated, expire on the day preceding the fifth anniversary of the earlier of (i) date the lease commences operations, as set forth in Section 3 hereof on the premises, or (ii) February 1, 2015 (the “Expiration Date”).

(b)Upon ninety (90) days’ prior written notice to the Lessee, the Port Authority shall have the right, exercised in its sole discretion, to extend the term of the letting for an additional five (5) year period from the Expiration Date, upon the same terms and conditions set forth hereunder, provided that the Lessee shall not be under notice of default as to which any applicable period to cure has passed, or under notice of termination, from the Port Authority, either on the date of the giving of such notice from the Port Authority or the effective date thereof. The ground and percentage rentals payable during such extension period shall be as set forth in the section of this Agreement entitled “Rental”.

(c)Without in any way limiting the provisions set forth in the Sections of this Agreement entitled “*Termination*”, “*Right of Re-entry*” and “*Survival of the Obligations of the Lessee*”, unless otherwise notified by the Port Authority in writing, in the event the Lessee remains in possession of the premises after the expiration or termination of the term of the letting under this Agreement, as it may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Lessee shall pay to the Port Authority a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Lessee shall surrender and completely vacate the premises at an annual rate equal to twice the annual rate of Annual Basic Rental in effect on the date of such expiration or termination, plus (ii) all items of Additional Rent and other periodic charges payable with respect to the premises by the Lessee at the annual rate in effect during the 365 day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, the Lessee any right to remain in possession of the premises after the expiration or termination of the letting under this Agreement. The Lessee acknowledges that the failure of the Lessee to surrender, vacate and yield up the premises to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Lessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Lessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

## **Section 3.Rights of User**

(a)The Lessee shall use the premises for the purpose of operating a vehicle service station, a convenience store and an emergency roadside repair and on-airport towing service and

for no other purpose whatsoever and in connection therewith shall provide thereat the following sales and services and no other sales and services whatsoever:

- (i) The sale and delivery of gasoline, diesel and compressed natural gas (for automobiles and trucks,
- (ii) The sale and delivery of motor oil;
- (iii) The sale and delivery of automotive supplies, tires, parts and accessories;
- (iv) The repair (electrical and mechanical only), maintenance and servicing of automobiles, light pick-up trucks and small vans only. It is hereby specifically understood and agreed that the foregoing shall not be provided to any other items of automotive equipment including but not limited to trailers and aircraft ground support vehicles.
- (v) Coin operated air compressor machines for inflating tires and coin operated vacuums;
- (vi) The Lessee shall be permitted to operate a convenience store for the sale, at retail, of non-alcoholic beverages, snack foods, hot and cold sandwiches, soups, newspapers, tobacco products, toiletries and other such products as shall be consented to in advance by the Port Authority;
- (vii) The Lessee shall be permitted to operate an emergency roadside repair and on-airport towing service

(b) Except in connection with the foregoing purposes, the parking, storage or garaging of automobiles, light pick-up trucks, large trucks, tractor-trailers, aircraft ground support vehicles or any other vehicles at the premises is hereby expressly prohibited.

## **Section 4. Rental**

### A. Rental Obligation

#### (a) Ground Rental

(i) Effective from and after the Commencement Date and continuing through the balance of the term of the letting, both dates inclusive, the Lessee shall pay to the Port Authority an annual Ground Rental in the amount of One Hundred Fourteen Thousand Nineteen Dollars and No Cents + (\$114,019.00), payable in equal monthly installments of Nine Thousand Five Hundred One Dollars and fifty Eight Cents (\$9,501.58) on the Commencement Date and on the first day of each and every month thereafter occurring during such period. The Ground Rental is subject to escalation and adjustment as provided in subparagraph (d) of this Section.

(b) Variable Rental

In addition, the Lessee shall also pay to the Port Authority an annual Variable Rental equivalent to the sum of the following amounts arising during each annual period hereunder:

(i) a fee of Three (\$0.03) Cents for each gallon of gasoline or other fuel, up to One Million Four Hundred and Ninety-nine (1,499,000) gallons sold or delivered by the Lessee at or from the premises; plus

(ii) a fee of \_\_\_\_\_ Cents **[TO BE INSERTED BY THE PROPOSER]** for each gallon of gasoline or other fuel in excess of One Million Four Hundred and Ninety-nine (1,499,000) gallons sold or delivered by the Lessee at or from the premises.

(c) Percentage Rental

(i) In addition, the Lessee shall pay to the Port Authority an annual Percentage Rental equivalent to the sum of the following:

A percentage \_\_\_\_\_ **[TO BE INSERTED BY THE PROPOSER]** of all gross receipts as defined of the lessee arising during each annual period, as hereinafter defined from the sale of all items sold at the premises and from services provided at or from the premises, all as set forth in Section 3 (a) (ii) – (vi)

(ii) The computation of the annual percentage rental for each annual period or a portion of an annual period, as hereinafter provided, shall be individual to such annual period or such portion of an annual period and without relation to any other period or portion of an annual period.

(iii) The time for making payment of the basic, variable and percentage rentals and the method of calculation thereof shall be as set forth in paragraph B of this section.

(d) CPI Adjustments

The following terms as used in this Section 4 shall have the respective meanings given below:

(1) "CPI" or "Consumer Price Index" shall mean the Consumer Price Index for all Urban Consumers, New York-Northern New Jersey, Long Island, NY- NJ-CT, (All Items unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) The Port Authority shall ascertain the CPI for the month in which the Rental Payment Start Date occurs and for the month in which the first year anniversary of the Rental Payment Start Date occurs and for the same calendar month in each year thereafter during the term of this Agreement after the same has been published, and the Port Authority shall also determine the annual percentage increase, if any, for each such twelve month period after the same has been published (hereinafter called "the annual CPI percentage increase").

(3) Effective on the first day of the month in which the first year anniversary of the Rental Payment Start Date occurs, and on the first day of every anniversary of the Rental Payment Start Date thereafter occurring during the balance of the term of the letting, including the Option Period, if any, the annual Ground Rental set forth above in paragraph (1)(a) of this subdivision I of this Section 4 (as the same may have been previously adjusted hereunder) shall be increased as follows: (i) the annual Ground Rental as set forth in said paragraph (1)(a), if applicable, shall be multiplied by a percentage composed of 1/2 of the annual CPI percentage increase, if any, for the latest twelve month period using the same calendar month in accordance with subparagraph (2) above plus 100%; and (ii) the annual Ground Rental rate as set forth in said paragraph (1)(a), if applicable, shall be multiplied by 104%; and the greater of the two products so obtained by the calculations set forth in the foregoing clauses (i) and (ii) shall be and become the annual Ground Rental in effect for the annual period commencing on the said first day of the month in which the first anniversary of the Rental Payment Start Date (or, on the first day of the applicable Rental Payment Start Date occurring thereafter during the term of the letting hereunder) occurs and ending on the last day of the immediately succeeding twelfth month.

(4) In the event that the Consumer Price Index for the calendar month to be used in determining such increase of the Ground Rental is not available as of the effective date of said increase, the Lessee shall continue to pay the constant factor of the Ground Rental at the rate then in effect subject to retroactive adjustment and a lump sum payment of any deficiency so determined at such time as the Index for said calendar month becomes available. In the event of the change of basis or the discontinuance of the publication by the United States Department of Labor of the Consumer Price Index such other appropriate index or indexes shall be substituted as may be agreed by the parties hereto as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said indexes used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index or indexes as it deems appropriate, provided, however, that the foregoing shall not preclude the Lessee from contesting the Port Authority's selection.

(5) In no event shall any annual rate of the rental established under this paragraph (b) be less than the annual rate of the rental it supersedes.

(d) If the letting hereunder shall terminate on a day other than the last day of a calendar month, the Basic Rental payable on the first day of the calendar month in which the effective date of termination shall occur shall be an amount equal to the amount of the applicable installment described in this Section multiplied by a fraction the numerator of which shall be the number of days from the first day of the calendar month in which the effective date of termination shall occur to the effective date of termination, both dates inclusive, and the denominator of which shall be the full number of days in that calendar month. If the monthly installment due on the first day of that month has not been paid the Lessee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Lessee's obligations.

(d) As used herein:

(i) "Gross receipts" as used in this Agreement shall include all monies paid or payable to the Lessee for all sales and/or deliveries made or rendered at or from the premises and for all services (including but not limited to the Patron service, as defined in the Section entitled "*Towing and Emergency Repairs*" of this Agreement) rendered at or from the Airport regardless of when or where the order therefor is received at the Airport, and any other revenues of any type arising out of or in connection with the Lessee's operations at the Airport, provided, however, that any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Lessee shall be excluded therefrom.

(ii) "Annual Period" shall mean, as the context requires, the ----- month period commencing with the Commencement Date and continuing through the day preceding the first anniversary of the Commencement Date and each of the twelve-month periods thereafter occurring during the balance of the term of the letting hereunder.

(iii) "Annual basic rental amount" as used in this Agreement shall mean the amount of the ground rental as set forth in this section entitled "*Rental*" subparagraphs (a) (i) and (ii) hereof, as applicable, as the same may be reduced by operation of the abatement and/or proration provisions hereof provided, however, that in the event of an annual period of less than twelve calendar months, the annual basic rental amount for such uneven annual period shall be prorated on the basis of the actual number of days contained in said uneven period.

#### B. Time of Payment and Computation of Amounts

(1) The Lessee shall pay the ground rental in advance in equal monthly installments due and payable on the first day of each and every month throughout the term of the letting, provided, however, that if the commencement or expiration date of the letting shall be other than the first or last day of a month, respectively, the ground rental for the portion of the month during which the letting is effective shall be the amount of the monthly installment prorated on a daily basis.

(2) The Lessee shall pay the variable rental as follows: on the 20th day of the first month following the Commencement Date and on the 20th day of each and every month thereafter, including the month following the end of each annual period, the Lessee shall render to the Port Authority a sworn statement showing the following: (i) the amount, separately stated, of all gallons of automobile gasoline and other fuel sold or delivered by the Lessee for the preceding month, and specifying and applying the different fees stated in Paragraph (b) of Section 4 (A) hereof and with respect thereto, and (ii) the cumulative amount of all gallons of automobile gasoline and other fuel sold or delivered by the Lessee from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and specifying the cumulative amount of all fees with respect to the same for said annual period. The Lessee shall pay at the time of rendering the statement, an amount equal to the fees payable by the Lessee calculated in accordance (A) (b) (i) (ii) of this section forth for the preceding month and shall thereafter on the 20<sup>th</sup> day of each calendar month during that annual period and the calendar month following the end of that annual period pay an amount equal to the sum of the fees from all gallons of automobile gasoline and other fuel of each

subsequent calendar month during that annual period. At any time that the annual period shall be less than 365 days the amount of gallons specified (A) (b) (i) (ii) shall be reduced accordingly

(3) The Lessee shall pay the percentage fees as follows: on the 20th day of the first month following the Commencement Date and on the 20th day of each and every month thereafter, including the month following the end of each annual period, the Lessee shall render to the Port Authority a sworn statement showing the following: all of its gross receipts for the preceding month for all its operations in the premises set forth in Section 3 (a) (ii)-(vi). At such time, the Lessee shall pay an amount to the Port Authority equivalent to the sum of the percentage amounts applied to the gross receipts arising in each of the aforesaid categories in accordance with the provisions set forth in Paragraph (C) of Section 4(A). Upon request of the Port Authority at any time and from time to time, such statements shall be certified by an independent certified public accountant at the Lessee's expense.

(4) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the Lessee shall, within twenty (20) days after the effective date of such termination, make a payment of rental computed as follows: first, if the letting hereunder is terminated effective on a date other than the last day of a calendar month, the ground rental for the portion of that month in which the letting remains effective shall be the amount of the monthly installment of ground rental prorated on a daily basis using the actual number of days in the month, and, if the monthly installment due on the first day of that month has not been paid, the Lessee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Lessee's other obligations; second, the Lessee shall within twenty (20) days after the effective date of termination, render to the Port Authority a sworn statement separately showing all its gross receipts for the annual period in which the effective date of termination happens to fall; and third, the payment then due on account of the variable rental and the percentage rental for the annual period in which the effective date of termination falls shall be the said variable rental calculated in accordance with Paragraph (b) of Section 4(A) above and a percentage rental equivalent to the percentage of all the gross receipts of the Lessee set forth in the subdivisions (ii) – (vi) of Section 3 for such annual period less the amounts previously paid during such annual period.

(5) Nothing contained in this Section shall affect the survival of the obligations of the Lessee as set forth in the section entitled "*Termination*" of this Agreement.

### C. Abatement

(a) (i) During the period commencing on the Commencement Date and continuing through the day preceding the first anniversary of the Commencement Date, both dates inclusive, in the event the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of Ground Rental, the Ground Rental shall be reduced for each calendar day or major fraction thereof that the abatement remains in effect at the daily rate of \$0.0072602 for each square foot of land the use of which is denied the Lessee, subject to adjustment as provided herein, (it being understood that there shall be no abatement of Ground

Rental under the Lease for any portion of the premises other than land area or for any portion of the term except as specifically provided in this Agreement).

(ii) During the period commencing on the first anniversary of the Commencement Date and continuing through the balance of the term of the letting, both dates inclusive, in the event the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of Ground Rental, the applicable Ground Rental shall be reduced for each calendar day or major fraction thereof that the abatement remains in effect at the applicable constant factor daily rate for each square foot of land the use of which is denied the Lessee subject to adjustment as provided herein (it being understood that there shall be no abatement of Ground Rental under the Lease for any portion of the premises other than the land area for any portion of the term except as specifically provided in this Agreement).

### **Section 5. Condition of the Premises**

(a) The Lessee hereby acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the premises, or its fitness for use as a multi-fuel vehicle service station. The Lessee, prior to the execution of this Agreement, has thoroughly examined the premises and determined them to be suitable for the Lessee's operation hereunder and the Lessee hereby agrees to take the premises in the condition they are in as of the commencement of the term of the letting hereunder and to assume all responsibility for any and all risks, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, the condition of the premises whether any aspect of such condition existed prior to, on or after the effective date of the letting of the premises hereunder including without limitation all Environmental Requirements and Environmental Damages, and to indemnify and hold harmless the Port Authority for all such risks, requirements, costs and expenses. Without limiting any obligation of the Lessee to commence operations hereunder at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the Lessee's operations hereunder so that there is possibility of injury or damage to life or property. It is hereby understood and agreed that whenever reference is made in this Lease to the condition of the premises as of the commencement of the term thereof, the same shall be deemed to mean the condition of the premises as of the date of this Agreement, and as to the improvements made and the alteration work performed during the term of the Agreement in the condition existing after the completion of the same. The Lessee understands that it will be its responsibility to furnish and install (subject to the provisions of the Section "*Construction by the Lessee*" of the Lease) all pumps, trade fixtures, accessories, equipment and other property including any necessary removal and demolition and to perform all work as may be necessary to put the multi-fuel service station in first class operating condition for the purposes set forth in the Section entitled "*Rights of User*" hereof.

(b) All the obligations of the Lessee under this Section with respect to the responsibilities, risks, costs and expenses assumed by the Lessee shall survive the expiration or termination of this Agreement.

## **Section 6. Construction by the Lessee – INTENTIONALLY OMITTED**

### **Section 7. Ingress and Egress**

(a) The Lessee, its officers, employees, customers, patrons, invitees, contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress between the premises and a city street or public ways outside the Airport by means of such pedestrian roadways to be used in common with others having rights of passage within the Airport, provided, however, that the Port Authority may from time to time substitute other reasonably equivalent means of ingress and egress.

(b) The use of any such roadway shall be subject to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport. The Port Authority may, at any time, temporarily or permanently close, or consent to or request the closing of any such roadway and any other area at the Airport presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided in paragraph (a) above is concurrently made available to the Lessee. The Lessee hereby releases and discharges the Port Authority, its successors and assigns, of and from any and all claims, demands or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway, or other area, whether within or outside the Airport.

### **Section 8. Compliance with Governmental Requirements**

(a) The Lessee shall promptly observe comply with and execute the provisions of any and all present and future governmental laws, rules and regulations, orders and directions which may pertain or apply to (i) the premises, (ii) the operations of the Lessee on the premises hereunder or the Airport, (iii) the occupancy or use of the premises or (iv) with regard to Environmental Requirements only, property outside the premises as a result of the Lessee's use and occupancy of the premises or a migration of Hazardous substances from the premises. The Lessee shall, in accordance with and subject to the provisions of the Port Authority Tenant Alteration Application Manual, , make any and all structural and non-structural improvements, alterations or repairs of the premises and perform all remediation work and cleanup of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein.

(b) The Lessee shall procure from all governmental authorities having jurisdiction over the operations of the Lessee hereunder and shall maintain in full force and effect throughout the term of this Agreement all licenses, certificates, permits or other authorization, which may be necessary for the conduct of such operations. "Governmental authority" shall not be construed as intending to include the Port Authority of New York and New Jersey, the lessor under this Agreement.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

(d) Since the Port Authority has agreed in the Basic Lease to conform to the enactments, ordinances, resolutions and regulations of the City of New York and its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Port Authority were a private corporation to the extent that the Port Authority finds it practicable so to do, the Lessee shall comply with all such enactments, ordinances, resolutions and regulations which would be applicable to its operations hereunder if the Port Authority were a private corporation, except in cases where the Port Authority either notifies the Lessee that it need not comply with or directs it not to comply with any such enactments, ordinances, resolutions or regulations which are applicable only because of the Port Authority's agreement in the Basic Lease. The Lessee shall, for the Port Authority's information, deliver to the Port Authority promptly after receipt of any notice, warning, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation a true copy of the same. Any direction by the Port Authority to the Lessee not to comply with any such enactment, ordinance, resolution or regulation shall be given only pursuant to a resolution duly adopted by the Board of Commissioners of the Port Authority or by an authorized committee of its Board and if any such direction is given by the Port Authority to the Lessee, the Port Authority, to the extent that it may lawfully do so, shall indemnify and hold the Lessee harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Lessee as a result of noncompliance with such enactment, ordinance, resolution or regulation.

(e) The Lessee shall have such time within which to comply with the aforesaid laws, ordinances, rules and regulations, as the authorities enforcing the same shall allow.

## **Section 9: OFAC Compliance**

(a) *Lessee's Representation and Warranty.* The Lessee hereby represents and warrants to the Port Authority that the Lessee (x) is not a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Assets Control (“OFAC”) of the United States Department of the Treasury (including, without limitation, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order or other regulation relating to national security or foreign policy (including, without limitation, Executive Order 13224 of September 23, 2001, *Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism*), or other governmental action related to national security, the violation of which would also constitute a violation of law, such persons being referred to herein as “**Blocked Persons**” and such regulations, statutes, executive orders and governmental actions being referred to herein as “**Blocked Persons Laws**”) and (y) is not engaging, in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. The Lessee acknowledges that the Port Authority is entering into this Lease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Lease.

(b) *Lessee's Covenant.* Lessee covenants that (i) during the term of the Lease it shall not become a Blocked Person, and shall not engage in any dealings or transactions with Blocked Persons in violation of any Blocked Persons Laws. In the event of any breach of the aforesaid covenant, the same shall constitute an event of default and, accordingly, a basis for termination of this Lease by the Port Authority, in addition to any and all other remedies provided under this Lease or at law or in equity, which does not constitute an acknowledgement by the Port Authority that such breach is capable of being cured.

(c) *Lessee's Indemnification Obligation.* The Lessee shall indemnify and hold harmless the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Lessee's breach of any of its representations and warranties made under this Special Endorsement. Upon the request of the Port Authority, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(d) *Survival.* The provisions of this Section shall survive the expiration or earlier termination of the period of permission of this Lease.

## **Section 10. Rules and Regulations**

(a) The Lessee covenants and agrees to observe and obey (and to require its officers, employees, guests, invitees and those doing business with it to observe and obey) the Rules and Regulations of the Port Authority as now supplemented and now in effect, (including, but not limited to Exhibit G entitled "Airport Rules and Regulations" and such further rules and regulations (including amendments and supplements thereto) applying to the conduct and operations of the Lessee and others on the premises as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or the preservation of property, or for the maintenance of the good and orderly appearance of the premises, or for the safe or efficient operation of the Airport. The obligation of the Lessee to require such observance and obedience on the part of its guests, invitees and business visitors shall obtain only while such persons are on the premises. The Port Authority agrees that except in cases of emergency, it will give notice to the Lessee of every such future rule or regulation adopted by it at least five (5) days before the Lessee shall be required to comply therewith.

(b) If a copy of the Rules and Regulations is not attached, then the Port Authority will notify the Lessee thereof either by delivery of a copy, or by making a copy available at the office of the Secretary of the Port Authority.

## **Section 11. Various Obligations of the Lessee**

(a) The Lessee shall conduct its operations hereunder in an orderly and proper manner, so as not to annoy, disturb or be offensive to others at the Airport. The Lessee shall take all reasonable measures to (1) eliminate vibrations tending to damage any equipment, structure, building or portion of a building which is on the premises, or is a part thereof, or is located elsewhere on the Airport, and (2) to keep the sound level of the operations as low as possible.

(b) The Lessee shall, control the conduct, demeanor and appearance of its employees and invitees and of those doing business with it, and upon objection from the Port Authority concerning the conduct, demeanor or appearance of any such shall immediately take all lawful steps necessary to remove the cause of the objection. If requested by the Port Authority the Lessee shall supply and shall require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the General Manager of the Airport.

(c) The Lessee shall control all vehicular traffic on the roadways or other areas within the premises and shall take all precautions necessary to promote the safety of its patrons and other persons using such roadways and other areas. The Lessee shall employ such means as may be necessary to direct the movement of vehicular traffic within the premises to prevent traffic congestion on the public roadways leading to the premises.

(d) The Lessee shall daily remove from the Airport by means of facilities provided by it all garbage, debris, and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder. Any such which may be temporarily stored in the open shall be kept in suitable garbage and waste receptacles, the same to be made of metal or other suitable material, and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Lessee. The receptacles shall be kept covered except when filling or emptying the same. The Lessee shall use extreme care when effecting removal of all such waste material, and shall effect such removal at such times and by such means as first approved by the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris, or other waste materials shall be or be permitted to be thrown, discharged or deposited into or upon the waters at or bounding the Airport.

(e) From time to time and as often as reasonably required by the Port Authority, the Lessee shall conduct pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus which constitute a part of the premises. The Lessee shall keep in proper functioning order all fire-fighting equipment on the premises and the Lessee shall at all times maintain on the premises adequate stocks of fresh, usable chemicals for use in such system, apparatus and equipment. The Lessee shall notify the Port Authority prior to conducting such tests. If requested by the Port Authority, the Lessee shall furnish the Port Authority with a copy of written reports of such tests.

(f) In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term of the letting hereunder which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the premises or the operations of the Lessee under this Agreement (the foregoing not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them), the Lessee agrees that it shall exercise the highest degree of safety and care and shall conduct all its operations under this Agreement and shall operate, use and maintain the premises in accordance with the highest standards of the automotive service station industry and in such manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the premises by the Lessee and from the operations of the Lessee under this Agreement. The Port Authority hereby reserves the right from time to time and at any time during the term of the Lease to require the Lessee, and the Lessee agrees, to design and construct at its sole cost and expense such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of this paragraph. All locations, the manner, type and method of construction and the size of any of the foregoing shall be determined by the Port Authority. The Lessee shall submit for Port Authority approval its plans and specifications covering the required work and upon receiving such approval shall proceed diligently to construct the same.

The obligations assumed by the Lessee under this paragraph (f) shall continue throughout the term of this Lease and shall not be limited, affected, impaired or in any manner modified by the fact that the Port Authority shall have approved any Construction Application and supporting plans, specifications and contracts covering construction work and notwithstanding the incorporation therein of the Port Authority's recommendations or requirements and notwithstanding that the Port Authority may have at any time during the term of the Lease consented to or approved any particular procedure or method of operation which the Lessee may have proposed, or the Port Authority may have itself prescribed the use of any procedure or method.

(g) The Lessee shall periodically inspect, clean out and maintain the oil separators serving the premises which are located on the premises, if any, and the oil separators located outside the premises, if any, if they exclusively service the premises.

(h) Without limiting any other of the Lessee's operations under the Lease, the Lessee shall provide the General Manager of the Airport at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages, and the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate governmental authority on behalf of the Lessee at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise by the Port Authority, to provide the General Manager of the Airport with copies of all information, documentation, records, correspondence, notice, certifications, reports, test results and all other submissions provided by the Lessee to a governmental authority

and by a governmental authority to the Lessee within two (2) business days that the same are made available to or received by the Lessee with respect to any Environmental Requirements.

(i) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in the Lease, the Lessee shall at its sole cost and expense and in accordance with and subject to the provisions of the Port Authority Tenant Alteration Application Manual upon notice from the Port Authority, promptly take all actions to completely remove and remediate all Hazardous Substances on the premises or the Airport which result from the Lessee's use and occupancy of the premises or which have been disposed of, released, discharged or otherwise placed on, under or about the premises during the term of the letting hereunder, and to cleanup and remediate all other Hazardous Substances on, about or under the premises or which have migrated from the premises to any adjoining property, which any federal, state or local governmental agency or political subdivision or any Environmental Requirement or any violation thereof require to be remediated, and to cleanup and remediate all Hazardous Substances necessary to mitigate Environmental Damages. The foregoing obligations of the Lessee shall include without limitation the investigation of the environmental condition of the area to be remediated, the presentation of feasibility studies, reports and remedial plans and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or restoration work; the standard for any of the foregoing to be that standard as required under Environmental Requirements and in the event that any Environmental Requirement sets forth more than one standard, the standard to be applied shall be that which requires the lowest level of a Hazardous Substance. The Lessee agrees that, notwithstanding the foregoing, the Port Authority shall have the right at any time and from time to time, acting in its sole discretion, to designate any standard or standards of remediation or cleanup permitted or required under any Environmental Requirement, and such designation shall be binding upon the Lessee with respect to its obligations hereunder. Any actions of the Lessee under the foregoing shall be performed in a good, safe and workmanlike manner and shall minimize any impact on activities off the premises. The Lessee shall promptly provide to the Port Authority all copies of test results and reports generated in connection with such actions. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property.

## **Section 12. Prohibited Acts**

(a) The Lessee shall commit no unlawful nuisance, waste or injury on the premises or at the Airport, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

(b) The Lessee shall not create nor permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom any unusual, noxious or objectionable smokes, gases, vapors or odors except such as are necessarily incidental to the normal operations of the Lessee in the conduct of its operations granted under the Section entitled "*Rights of User*" of this Agreement.

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewer system, water system,

communications system, electrical system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses and other systems, if any, installed or located on, under, or in the premises.

(d) The Lessee shall not do or permit to be done any act or thing upon the premises or at the Airport (1) which will invalidate or prevent the issuance of or conflict with any fire insurance, extended coverage or rental insurance policies covering the premises or any part thereof, or the Airport, or any part thereof, or (2) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by the Section entitled "*Rights of User*" hereof. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the Insurance Services Office of New York, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of the Port Authority Tenant Alteration and Application Manual, make any and all structural and non-structural improvements, alterations or repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph any fire insurance rate, extended coverage or rental insurance rate on the premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would be if the premises were properly used for the purposes permitted by the Section entitled "*Rights of User*" hereof, then the Lessee shall pay to the Port Authority, as an item of additional rental, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(e) The Lessee shall not dispose of nor permit any one to dispose of any waste material (whether liquid or solid) by means of toilets, manholes, sanitary sewers or storm sewers in the premises or on the Airport except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(f) Unless otherwise expressly permitted to do so, the Lessee shall not install, maintain or operate, or permit the installation, maintenance or operation on the premises of any vending-machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, or dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any equipment or device for the furnishing to the public of service of any kind.

(g) The Port Authority by itself, or by contractors, lessees or permittees, shall have the exclusive right to install, maintain and receive the revenues from all coin-operated or other vending machines or devices installed by it and operated on the premises for the sale of merchandise of all types or for the rendering of services, provided, however, that no such machine or device shall be installed except upon the request of the Lessee. If the Port Authority does not install and maintain any such machine that the Lessee may request, the Lessee shall

have the right to do so, provided, however, (1) that the Lessee shall pay or cause to be paid to the Port Authority each month for each machine upon the same basis for the preceding month as any concessionaire, permittee or licensee of the Port Authority then operating machines at the Airport for the sale of similar merchandise or the rendering of similar services, and (2) that in the event the Lessee exercises such right the Port Authority, at any time thereafter, may substitute for the Lessee's machines other machines selling similar merchandise or services operated by the Port Authority or by its licensee, permittee or concessionaire, and thereupon the Lessee shall remove its machines.

(h) The Lessee shall not keep or store during any 24-hour period flammable liquids within any enclosed portion of the premises (other than in rooms or areas expressly constructed for the storage of such liquids) in excess of the Lessee's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110° Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(i) The Lessee shall not start or operate any engine or any item of automotive equipment in any enclosed space on the premises unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device which has been approved by the Port Authority.

(j) The Lessee shall not overload any floor and shall repair any floor, including supporting members, and any paved area damaged by overloading. Nothing in this paragraph (j) or elsewhere in this Agreement shall be or be construed to be a representation by the Port Authority of the weight any floor or paved area will bear.

(k) Except as provided in paragraph (h) hereof, the Lessee shall not keep or store in the premises, explosives, inflammable liquids or solids or oxidized materials or use any cleaning materials having a harmful corrosive effect, on any part of the premises.

(l) The Lessee shall not fuel or defuel any automotive vehicles or other equipment in the enclosed portions of the premises without prior approval of the General Manager of the Airport, provided, however, that the Lessee shall not be prohibited from using gasoline or other fuel in such enclosed portions where necessary in repairing or testing component parts, and in such event the Lessee shall take all precautions reasonably necessary to minimize the hazard created by such use.

(m) The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the premises or at the Airport. Any Hazardous Substance disposed of, released or discharged by the Lessee (or permitted by the Lessee to be disposed of, released or discharged) on the premises or at the Airport, shall upon notice by the Port Authority to the Lessee and subject to the provisions of the , be completely removed and/or remediated by the Lessee. The obligations of the Lessee pursuant to this paragraph (m) shall survive the expiration or termination of this Agreement.

### **Section 13. Restricted Vehicle Service Road & Runway Drive Project**

At the time of the execution of this agreement, the Port Authority is contemplating undergoing a Restricted Vehicle Service Road and Runway Drive at Runway 4-22 Project (hereinafter referred to as the "Runway Project") which will provide improvements necessary to tie the eastern and western portions of the Runway Project to each other around Runway 4 at the Airport. The alignment of Runway Drive and Marine Terminal Road will be relocated or realigned to provide necessary space for the Runway Project.. This will require the surrender by the Lessee of approximately 638 square feet of the fuel station's paved land area shown in red (on the south east end of the site show in Exhibit A shown in crosshatched such time as the Runway Project goes forward, the Lessee's Ground Rent will be abated pursuant to the provisions of Section 4(C)

### **Section 14. Care, Maintenance, Rebuilding and Repair by the Lessee**

(a) The Lessee shall repair, replace, rebuild and paint all or any part of the Airport which may be damaged or destroyed by the acts or omissions of the Lessee or by those of its employees, customers, guests or invitees or of other persons doing business with the Lessee.

(b) The Lessee shall, throughout the term of this Lease, assume the entire responsibility and shall relieve the Port Authority from all responsibility for all repair, rebuilding and maintenance whatsoever in the premises, whether such repair, rebuilding or maintenance be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, structural or otherwise, and without limiting the generality of the foregoing, the Lessee shall:

- (1) Keep at all times in a clean and orderly condition and appearance, the premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the premises which is open to or visible by the general public;
- (2) Remove all snow and ice and perform all other activities and functions necessary or proper to make the premises available for use by the Lessee;
- (3) Take good care of the premises and maintain the same at all times in good condition; perform all necessary preventive maintenance, including but not limited to painting (the exterior of the structures on the premises and areas visible to the general public to be painted only in colors which have been approved by the Port Authority); and make all repairs and replacements, and do all rebuilding, inside and outside, ordinary and extraordinary, structural or otherwise, which repairs, rebuilding and replacements by the Lessee shall be of good quality as to workmanship and material, and to pay promptly the cost and expense of such repairs, rebuilding replacements and maintenance.
- (4) Without limiting its obligations elsewhere in this Section, the Lessee shall perform all decorating and painting (including redecorating and repainting) so that at all times the premises and all parts thereof are in first class appearance and condition;

(5) Provide and maintain all obstruction lights and similar devices, and provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, ordinance, resolution or regulation of the type and nature described in the Section entitled “*Compliance with Governmental Requirements*” of this Agreement. The Lessee shall enter into and keep in effect throughout the term of the Lease a contract or contracts with a central station alarm company acceptable to the Port Authority to provide continuous and automatic surveillance of the fire protection system on the premises. The Lessee shall insure that all fire alarm signals with respect to the premises shall also be transmitted to the Airport's police emergency alarm board or to such other location on the Airport as the General Manager of the Airport may direct. The Lessee's obligations hereunder shall in no way create any obligation whatsoever on the part of the Port Authority;

(6) Take such anti-erosion measures and maintain the landscaping at all times in good condition, including but not limited to periodic planting, as the Port Authority may require, and perform and maintain such other landscaping with respect to all portions of the premises not paved or built upon as the Port Authority may require.

(7) Be responsible for the maintenance and repair of all service and utility lines, including but not limited to, service lines for the supply of water, compressed natural gas, electrical power and telephone conduits and lines, sanitary sewers and storm sewers located upon the premises or located adjacent to the premises and serving the premises leased to the Lessee or off the premises.

(8) Promptly wipe up all oil, gasoline, grease, lubricants and other flammable liquids or substances having a corrosive or detrimental effect on the paving or other surface of the premises, which may leak or be spilled thereon. Repair any damage to the paving or other surface of the premises caused by any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon.

(9) From time to time and as often as reasonably required by the Port Authority, the Lessee shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which constitutes a part of the premises.

(c) In the event the Lessee fails to commence so to maintain, clean, repair, replace, rebuild or paint within a period of twenty (20) days after notice from the Port Authority so to do in the event that the said notice specifies that the required work to be accomplished by the Lessee includes maintenance and/or repair other than preventive maintenance; or within a period of one hundred eighty (180) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only, or fails diligently to continue to completion the repair, replacement, lamping and relamping, rebuilding or painting of all of the premises required to be repaired, replaced, rebuilt, restored or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option and in addition to any other remedies which may be available to it, clean, maintain, repair, replace, lamp or relamp, rebuild or paint or repaint or restore all or any part of the premises included in the said notice, and the cost thereof shall be payable to the Port Authority by the Lessee upon demand.

## Section 15. Insurance

(a) The Lessee shall during the term of this Agreement, insure and keep insured to the extent of 100% of the replacement value thereof, all buildings, structures, improvements, installations, facilities and fixtures now or in the future located on the premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire Insurance Policy of the State of New York and also against damage or loss by windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, under the Standard Form of Fire Insurance Policy of New York and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the Rating Organization having jurisdiction, and also covering nuclear property losses and contamination hazards and risks and boiler and machinery hazards and risks in a separate insurance policy or policies or as an additional coverage endorsement to the aforesaid policies in the form as may now or in the future be prescribed as of the effective date of said insurance by the Rating Organization having jurisdiction and/or the Superintendent of Insurance of the State of New York and the Lessee shall furthermore provide additional insurance with respect to the premises covering any other property risk that the Port Authority may at any time during the term of this Agreement cover by carrier or self-insurance covered by appropriate reserves at other locations at the Airport upon written notice to the Lessee to such effect.

(b) The aforesaid insurance coverages and renewals thereof shall insure the Port Authority, the Lessee and the City of New York, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority.

(c) In the event the premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section entitled "*Insurance*", the Lessee shall promptly furnish to the Port Authority such information and data as may be necessary to enable the Port Authority to adjust the loss.

(d) The policies or certificates representing insurance covered by this Section entitled "*Insurance*" shall be delivered by the Lessee to the Port Authority upon execution of this Agreement by the Lessee and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and, also, shall contain a valid provision obligating the insurance company to furnish the Port Authority and the City of New York ten (10) days' advance notice of the cancellation, termination, change or modification of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered to the Port Authority at least ten (10) days before the expiration of the insurance which such policies are to renew.

(e) Regardless, however, of the persons whose interests are insured, the proceeds of all policies covered by this Section entitled "*Insurance*" shall be applied as provided in the Section entitled "*Prohibited Acts*"; and the word "insurance" and all other references to insurance in said the Section entitled "*Insurance*" shall be construed to refer to the insurance which is the subject matter of this Section entitled "*Insurance*", and to refer to such insurance only.

(f) The insurance covered by this Section entailed “*Insurance*” shall be written by companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of said policies shall be delivered to the Port Authority.

## **Section 16. Damage to or Destruction of Premises**

(a) **Removal of Debris.** If the premises, or any part thereof, shall be damaged by fire, the elements, the public enemy or other casualty, the Lessee shall promptly remove all debris resulting from such damage from the premises, and to the extent, if any, that the removal of debris under such circumstances is covered by insurance, the proceeds thereof shall be available to and be used by the Lessee for that purpose.

(b) **Minor Damage.** If the premises, or any part thereof shall be damaged by fire, the elements, the public enemy or other casualty but not rendered untenable or unusable for a period of ninety (90) days, the premises shall be repaired with due diligence in accordance with the plans and specifications for the premises as they existed prior to such damage by and at the expense of the Lessee and if such damage is covered by insurance, the proceeds thereof shall be made available to and be used by the Lessee for that purpose.

(c) **Major Damage to or Destruction of the Premises.** If the premises, or any part thereof shall be destroyed or so damaged by fire, the elements, strikes, riots, civil commotion or other casualty as to be untenable or unusable for ninety (90) days, or if within ninety (90) days after such damage or destruction the Lessee notifies the Port Authority in writing that in its opinion said premises will be untenable or unusable for ninety (90) days then: The Lessee shall proceed with due diligence to make the necessary repairs or replacements to restore such premises in accordance with the plans and specifications for the premises as the same existed prior to such damage or destruction; or with the approval in writing of the Port Authority make such other repairs, replacements or changes as may be desired by the Lessee. If such destruction or damage was covered by insurance, the proceeds thereof shall be made available to and be used by the Lessee for such restoration.

(d) The obligation of the Lessee to repair or replace shall be limited to the amount of the insurance proceeds provided the Lessee has carried insurance to the extent and in accordance with the Section entailed “*Insurance*” hereof. Any excess of the proceeds of insurance over costs of the restoration shall be retained by the Port Authority.

(e) The parties hereby stipulate that neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

## **Section 17. Indemnity and Liability Insurance**

(a) (1) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands third persons (including employees, officers and agents of the Port Authority including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Lessee in performing or observing any term or provision of this Agreement, or out of the use or occupancy of the premises by the Lessee or by others, with its consent or out of any acts or omissions of the Lessee, its officers, employees, guests, representatives, customers, contractors, invitees, business visitors and other persons who are doing business with the Lessee or who are on the premises with the consent of the Lessee, or arising out of the acts or omissions of the Lessee, its officers and employees elsewhere at the Airport, including claims and demands of the City of New York from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or through agreement of the Port Authority with the said City.

(2) If so directed, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent) and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(b) In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, the Lessee prior to any use or occupancy of the premises and thereafter during the term of this Agreement in its own name as insured and including the Port Authority and the City of New York as insureds, shall maintain and pay the premiums during the term of this Agreement on a policy or policies of Comprehensive General Liability Insurance covering the Lessee's operations hereunder, including but not limited to Products Liability, premises-operations and completed operations, and covering bodily injury, including death and property damage liability, and Garage Liability (with automobile hazard 2 coverage), Garage Keepers Legal Liability, none of the foregoing to contain care, custody or control exclusions (endorsed to include all risks of physical loss and damage including lift collision coverage and collision and upset coverage in limits sufficient to cover vehicles and other property in the care, custody and control of the Lessee), and Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles, and including automatic coverage for newly-acquired vehicles, and all applicable requirements for underground storage tanks including the Federal Financial Responsibility Requirements. Such policy or policies shall include Garage Liability (with automobile hazard two coverages, Garage Keepers Legal Liability in the comprehensive form to cover all risk, including, but not limited to (i) fire and explosion, (ii) theft of partial or entire vehicle, (iii) riot and/or vandalism, and (iv) coverage for collision or upset and Environmental Impairment Liability Insurance coverage covering the Lessee's legal liability, including clean up. The said policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (a) of this Section.

The Lessee shall also take out and maintain in its own name and at its own cost and expense:

- (1) Comprehensive Automobile Liability Policy:
  - (aa) For bodily injury to or wrongful death of one person: \$10,000,000
  - (bb) For bodily injury to or wrongful death to more than one person in any one occurrence: \$10,000,000
  - (cc) Property Damage Liability  
For all damage arising out of injury to or destruction of property in any one occurrence: \$10,000,000
- (2) Comprehensive Liability Minimum Limit
  - (aa) Bodily Injury Liability  
For injury to or wrongful death to one person: \$10,000,000  
For injury or wrongful death to more than one person in any one occurrence: \$10,000,000
  - (bb) Property Damage Liability  
For all damage arising out of injury to or destruction of property in any one occurrence: \$10,000,000
  - (cc) Products Liability/Completed Completed Operations: \$10,000,000
- (3) Workers' Compensation Insurance
- (4) Employers Liability Insurance in compliance with all applicable laws
- (5) Garage Keeper's Legal Liability \$5,000,000

(6) Environmental Liability

\$5,000,000

Without limiting the provisions hereof, in the event the Lessee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and conditions hereof.

The said policy or policies or insurance shall also provide or contain an endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority, and shall also provide or contain an endorsement providing that the protections afforded the Port Authority hereunder and with respect to any claim or action against the Port Authority by the Lessee shall be the same as the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as an additional insured.

All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the letting hereunder. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Lessee shall promptly comply therewith.

(c) As to the insurance required by the provisions of this Section, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution of this Agreement by the Lessee. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of this Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority, the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers

issuing such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

### **Section 18.Signs**

(a) Except with the prior written approval of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the premises or in the premises so as to be visible from outside the premises or at or on any other portion of the Airport outside the premises. Interior signs affecting public safety and security shall be in accordance with established Port Authority standards.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the premises or elsewhere on the Airport, and in connection therewith shall restore the portion of the premises and the Airport affected by such signs or advertising to the same condition as existing at the commencement of the letting. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such sign or advertising and so to restore the premises and the Airport, the Port Authority may perform the necessary work and the Lessee shall pay the cost thereof to the Port Authority on demand.

### **Section 19.Obstruction Lights**

The Lessee shall install, maintain and operate at its own expense such obstruction lights on the premises as the Federal Aviation Administration may direct or as the General Manager of the Airport may reasonably direct, and shall energize such lights daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise (as sunset and sunrise may vary from day to day throughout the year) and for such other period as may be directed or requested by the Control Tower of the Airport.

### **Section 20.Additional Rent and Charges**

(a) If the Port Authority has paid any sum or has incurred any obligation or expense which the Lessee has agreed to pay or reimburse the Port Authority for or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rent as set forth in the Section entitled "*Rental*" hereof.

(b) For all purposes under this Section and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing payment of any sum or sums by the Port Authority for any work done or material furnished shall be prima facie evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its operating and maintenance staff and/or its own materials in making any repairs, replacements, and/or alterations required of the Lessee under this Agreement and to charge the Lessee with the cost of same, any time report of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be prima facie evidence against the Lessee that the amount of such charge was necessary and reasonable.

### **Section 21. Audit**

In the event that upon conducting an examination and audit as described in the section entitled “*Late Charges*”, the Port Authority determines that unpaid amounts are due to the Port Authority by the Lessee, the Lessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Lessee under this Lease or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become additional rental, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Lease, including, without limitation, the Port Authority’s rights to terminate this Lease or (ii) any obligations of the Lessee under this Lease.

### **Section 22. Rights of Entry Reserved**

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, and contractors, and by the employees, agents, representatives and contractors of any furnisher of utilities and other services, shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, systems or portions thereof on the premises, including therein without limitation thereto, systems for the supply of heat, water, gas, fuel,

electricity, and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph and telephone service, including all lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to such systems, and to enter upon the premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the premises new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment, and to use the premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the premises by the Lessee.

(c) In the event that any property of the Lessee shall obstruct the access of the Port Authority, its employees, agents or contractors to any of the existing or future utility, mechanical, electrical or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail to so remove such property after direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand.

(d) Nothing in this Section shall or shall be construed to impose upon the Port Authority any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do. With respect to the premises, the Lessee is and shall be in exclusive control and possession thereof and the Port Authority shall not in any event be liable for any injury or damage to any property or to any person happening on or about said premises nor for any injury or damage to said premises nor to any property of the Lessee or for any other person located therein or thereon.

(e) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, for and by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, and during such six month period the Port Authority may place and maintain on the premises the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(f) If, during the last month of the letting, the Lessee shall have removed all or substantially all of its property from the premises, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(g) No abatement of rental shall be claimed by or allowed to the Lessee by reason of the exercise of any or all of the foregoing rights by the Port Authority or others.

### **Section 23. Condemnation**

(a) Definitions.

The following terms, when used in this Section 20, shall, unless the context shall require otherwise, have the respective meanings given below:

“Date of Taking” shall mean the date on which title to all or any portion of the Premises, as the case may be, has vested in any lawful power or authority pursuant to a Taking.

“Material Part” with reference to the Premises or with reference to the Public Landing Area shall mean such portion of the Premises or the Public Landing Area as when so taken would leave the remaining a balance of the Premises, due either to the area so taken or the location of the part so taken in relation to the part not so taken, that would not under economic conditions and after performance by the Lessee of all covenants, agreements, terms and provisions contained herein or required by law to be observed or performed by the Lessee, permit the restoration of the Premises so as to enable the Lessee to operate, maintain and develop the Premises in accordance with Sections 3 and 6 of this Agreement and to continue to carry on its normal operations at the Airport without using such part taken.

“Taking” shall mean the acquisition of a real property interest, through condemnation or the exercise of the power of eminent domain, by any body having a superior power of eminent domain.

(b) Permanent Taking of All of a Portion of the Premises and the Public Landing Area.

(1) If a Taking is permanent and covers the entire Premises, then this Agreement shall, as of the Date of Taking, cease and determine in the same manner and with the same effect as if such date were the original date of expiration hereof.

(2) If a Taking is permanent but covers less than all of the Premises, this Agreement and the term hereof shall continue as to the portion of the Premises not so taken, and the letting as to the part of the Premises so taken shall, as of the Date of Taking, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired, and the rentals shall be abated as provided in Section 4 hereof.

(3) If a Taking is permanent and covers a Material Part of the Premises or of the Public Landing Area, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the Date of Taking to terminate the letting hereunder with respect to the Premises not taken, as of the Date of Taking, and such termination shall be effective as if the Date of Taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee’s leasehold interest (excluding any personal property whatsoever) in the Premises not taken for a consideration equal to the unamortized capital investment (as defined below), if any, of the Lessee in the Premises not taken. If the letting of the entire Premises is not terminated, the rentals shall be abated in accordance with Section 4 hereof after the date of surrender of possession of the portion of the Premises taken.

(4) If a Taking is permanent but covers less than the entire Premises and the letting of the portion of the Premises not taken is not terminated pursuant to paragraph (b) (3) of this Section, the Lessee shall proceed diligently to restore the remaining part of the Premises not

so taken so that the Premises shall be a complete, operable, self-contained architectural unit in good condition and repair and the proceeds of that portion of any award paid in trust to the Port Authority pursuant to Section 23.3 of the Basic Lease attributable to the improvements on the Premises not so taken shall be made available by the Port Authority to be used by the Lessee for that purpose. The Port Authority shall retain any excess of such award over the costs of the restoration.

(5) If a Taking (x) covers all or “substantially all of a Municipal Air Terminal”, as defined in the Basic Lease, and (y) the Basic Lease (with respect to the Airport) and this Agreement are consequently terminated, then the Port Authority shall pay to the Lessee its unamortized capital investment, if any, in the Premises, provided, however, that the Port Authority’s foregoing payment obligation to the Lessee shall be limited to a proportionate share (as determined by the Port Authority in its sole discretion following consultation with all of the Port Authority’s tenants at the Airport) of the condemnation proceeds available to be paid to the Lessee and the Port Authority’s other tenants at the Airport, and provided, further, that such available condemnation proceeds shall be limited to the amount of the condemnation proceeds received from the City remaining after the Port Authority has been compensated for (p) the value of its leasehold interest in the Airport or (q) the sum of the unamortized portion of the Port Authority’s investment in improvements at the Airport and any remaining deferred charges for equipment acquired by the Port Authority for use at or in connection with its operation of the Airport, whichever of (p) or (q) is greater (such greater amount, the “Port Authority Share”). In making the determination of “proportionate share” provided in the first proviso of the preceding sentence, the Port Authority shall in no event be liable, in any respect, to the Lessee or any other party by reason of such determination or the resulting distribution of proceeds, and the Lessee shall, prior to the receipt of any such distribution, execute and deliver to the Port Authority such form of waiver, release and indemnification as the Port Authority may request. The Lessee understands and accepts that after payment of the Port Authority Share, there may be insufficient condemnation proceeds (or none at all) remaining to pay all or any portion of the Lessee’s unamortized capital investment.

(c) Temporary Taking of All of Any Part of the Premises or the Public Landing Area.

(1) If the temporary use of the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority pursuant to a Taking or by agreement between the Port Authority and such lawful power or authority, (w) the Lessee shall give prompt notice thereof to the Port Authority, (x) the Term shall not be reduced or affected in any way and (y) the Lessee shall continue to pay in full all rentals payable by the Lessee hereunder without reduction or abatement except as set forth in paragraph (c) (2) below.

(2) If a temporary Taking covers all or a Material Part of the Premises or the Public Landing Area, then the Lessee and the Port Authority shall each have an option, exercisable by notice given within ten (10) days after the Date of Taking, to suspend the term of the letting of such Premises as are not so taken during the period of the Taking, and, in that event, the rentals for such portion of the Premises not so taken shall abate for the period of the suspension in accordance with Section 4C hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee’s leasehold interest (excluding any personal property whatsoever) in the Premises not taken for the period of suspension for a consideration equal to

the unamortized capital investment, if any, of the Lessee in such Premises which is to be amortized over the period of the suspension.

(d) Lessee's cooperation.

The Lessee shall execute any and all documents that may be reasonably required in order to facilitate collection by the appropriate party of awards or payments covered by this Section.

(e) Condemnation claims by the Lessee.

To the extent a condemnation claim by the Lessee shall not diminish any claim, award, compensation or damages of or to the City or of or to the Port Authority on account of any condemnation and such condemnation claim is permitted by Section 23 of the Basic Lease, the Lessee may file a claim in a condemnation proceeding.

#### **Section 24. Assignment and Sublease**

(a) The Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or the letting or any part thereof, without the prior written consent of the Port Authority.

(b) The Lessee shall not sublet the premises or any part thereof, without the prior written consent of the Port Authority. Port Authority consent will be required prior to any subleasing activity.

(c) If the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right under this Agreement or letting or who occupies the premises, and the Port Authority shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (a) and (b) of this Section nor any acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(d) The Lessee shall not use or permit any person to use the premises or any portion thereof for any purpose other than the purposes stated in the Section entitled "*Rental*" hereof.

#### **Section 25 Holdover**

Without in any way limiting the provisions set forth in the Sections of this Agreement entitled "*Termination*", "*Right of Re-entry*" and "*Survival of the Obligations of the Lessee*", unless otherwise notified by the Port Authority in writing, in the event the Lessee

remains in possession of the premises after the expiration or termination of the term of the letting under this Agreement, as it may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Lessee shall pay to the Port Authority a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Lessee shall surrender and completely vacate the premises at an annual rate equal to twice the sum of the annual rate of Basic Rental in effect on the date of such expiration or termination, plus all items of Additional Rent, if any and other periodic charges payable with respect to the premises by the Lessee at the annual rate in effect during the 365 day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, the Lessee any right to remain in possession of the premises after the expiration or termination of the letting under this Agreement. The Lessee acknowledges that the failure of the Lessee to surrender, vacate and yield up the premises to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Lessee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Lessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

## **Section 26. Termination**

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee, if a corporation, shall, without the prior written approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of thirty (30) days; or

(7) The Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the Airport; or after exhausting or abandoning any right of further appeal, the Lessee shall be prevented for a period of thirty (30) days by action of any governmental agency other than the Port Authority having any jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of the Lessee; or

(8) Any lien is filed against the premises because of any act or omission of the Lessee and shall not be discharged within ten (10) days; or

(9) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority; or

(10) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed, or observed, within ten (10) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may upon five (5) days' notice terminate the letting and the rights of the Lessee hereunder, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four (24) hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting.

(d) No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

(e) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

### **Section 27. Right of Re-entry**

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in the Section entitled "*Termination*" hereof, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

### **Section 28. Waiver of Redemption**

The Lessee hereby waives any and all rights to recover or regain possession of the premises and all rights of redemption, granted by or under any present or future law arising in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the premises in any lawful manner.

### **Section 29. Survival of the Obligations of the Lessee**

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in the Section of this Agreement entitled "*Termination*" hereof, or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of the Section of this Agreement entitled "*Assignment and Sublease*" hereof, all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, or re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of the letting under this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

(b) The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations, shall be the sum of the following:

(1) On account of the Lessee' ground rental obligation, the amount of the total of all annual basic rentals, less the installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect, on the basis of a 30-day month;

(2) An amount equal to the percentage stated in the Section entitled "*Rental*" subsection (d) (i) applied to the gross receipts of the Lessee, which gross receipts would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining, or resumption or possession); and for the purpose of calculation hereunder (i) the said amount of gross receipts shall be derived by multiplying the number of days in the balance of the term originally fixed by the daily average of the Lessee's gross receipts; (ii) the daily average of the Lessee's gross receipts shall be the Lessee's total actual gross receipts during that part of the effective period of the letting (in all monthly periods falling within the effective period) during which the premises were open and in operation and in which no abatement was in effect divided by the number of days included in such part of the effective period; (iii) the said amount of gallons of gasoline, motor oil, diesel fuel and compressed natural gas shall be respectively derived by multiplying the number of days in the balance of the term originally fixed by the respective daily averages of the Lessee's sales and deliveries of gasoline, motor oil, diesel fuel and compressed natural gas; and (iv) the daily averages of the Lessee's sales and deliveries of gasoline, motor oil, diesel fuel and compressed natural gas shall be the total actual amount of gasoline, motor oil, diesel fuel and compressed natural gas of each type sold or delivered by the Lessee during that part of the effective period of the letting during which the premises were open and in operation and in which no abatement was in effect divided by the number of days included in such part of the effective period; and

(3) An amount equal to all expenses incurred by the Port Authority in connection with regaining possession and restoring and reletting the demised premises, for legal expenses, (including but not limited to the cost to the Port Authority of in-house legal services), putting the premises in order including without limitation, cleaning, decorating and restoring (on failure of the Lessee to restore), maintenance and brokerage fees.

(4) It is understood and agreed that the statement of damages under the preceding paragraph (b) shall not affect or be construed to affect the Port Authority's right to damages in the event of termination or cancellation (or re-entry, regaining or resumption of possession) where the Lessee has not received any actual gross receipts under this Agreement.

(c) In addition to and without limiting the foregoing or any other right, claim or remedy of the Port Authority, in the event this Lease shall be terminated pursuant to the Section of this Agreement entitled "*Termination*" hereof and the Lessee shall not have completed the construction work or any portion thereof within the time period specified by the Port Authority hereof, the Lessee shall and hereby agrees to pay to the Port Authority any and all amounts, costs

or expenses, of any type whatsoever, paid or incurred by the Port Authority by reason by reason of the failure of the Lessee so to complete the construction work, or any portion thereof, including all interest costs, damages, losses, and penalties, and all of the same shall be deemed treated as survived damages hereunder.

(d) Notwithstanding anything to the contrary herein contained, all of the obligations of the Lessee under this Lease with respect to Environmental Damages and Environmental Requirements shall survive the expiration or termination of this Agreement.

### **Section 30. Reletting by the Port Authority**

The Port Authority upon termination or cancellation pursuant to the Section entitled "*Termination*" hereof, or upon any re-entry, regaining or resumption of possession pursuant to the Section entitled "*Right of Re-entry*" hereof, may occupy the premises or may relet the premises, and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on the terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to the said Section entitled "*Termination*", or upon its re-entry, regaining or resumption of possession pursuant to the said Section entitled "*Right of Re-entry*", have the right to repair or to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right of the Port Authority to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of a surrender.

### **Section 31. Remedies to be Non-Exclusive**

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

### **Section 32.Surrender**

The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, except for reasonable wear and tear which does not cause or tend to cause deterioration of the premises or adversely affect the efficient or proper utilization thereof, and all of the premises shall be free and clear of all liens, encumbrances, and security interests of any type whatsoever.

### **Section 33.Acceptance of Surrender of Lease**

No Agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

### **Section 34.Effect of Basic Lease**

(a) Notwithstanding any other term, provision, covenant or condition of this Agreement, this Agreement and the letting hereunder shall, in any event, terminate with the termination or expiration of the Basic Lease with the City of New York which covers the premises, such termination to be effective on such date and to have the same effect as if the term of the letting had on that date expired. The rights of the Port Authority in the premises are those granted to it by the Basic Lease, and no greater rights are granted or intended to be granted to the Lessee than the Port Authority has power thereunder to grant.

(b) The Port Authority covenants that, during the term of this Agreement, the Port Authority will not take any action which would amount to or have the effect of canceling, surrendering or terminating the Basic Lease prior to the date specified in the Basic Lease for its expiration insofar as such surrender, cancellation or termination would in any manner deprive the Lessee of any of its rights, licenses or privileges under this Agreement.

(c) Nothing herein contained shall prevent the Port Authority from entering into an agreement with the City of New York pursuant to which the Basic Lease is surrendered, cancelled or terminated *provided* that the City of New York, at the time of such agreement, assumes the obligations of the Port Authority under this Agreement.

(d) Nothing contained in this Agreement shall be deemed a waiver by the Lessee of any of its rights, licenses or privileges under this Agreement in the event that the Basic Lease should be surrendered, cancelled or terminated prior to the date specified in the Basic Lease for its expiration.

### **Section 35. Removal of Property**

The Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale; second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

### **Section 36. Brokerage**

The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services rendered to the Lessee in connection with the negotiation and execution of this Agreement.

### **Section 37. Limitation of Rights and Privileges Granted**

(a) No greater rights or privileges with respect to the use of the premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

(b) The premises are let to the Lessee and the Lessee takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the premises may be subject, rights of the public in and to any public street, (ii) rights, if any, of any enterprise, public or private which is engaged in furnishing heating, lighting, power, telegraph, telephone, steam, or transportation services and of the City of New York and State of New York; (iii) permits, licenses, regulations and restrictions, if any, of the United States, the City of New York or State of New York or other governmental authority.

### **Section 38. Notices**

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the

person named on the first page hereof as their officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at 225 Park Avenue South, New York, New York 10003, and the Lessee designates its office at \_\_\_\_\_ [TO BE INSERTED BY PROPOSER] as their respective offices where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

### **Section 39. Waiver of Right to Trial by Jury**

The Lessee waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Lessee in respect of the premises and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Agreement. The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

### **Section 40. Counterclaims**

The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

### **Section 41. Place of Payments**

All payments required of the Lessee by this Agreement shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, Pennsylvania 19195-1517, or to such other office or address as may be substituted therefor.

### **Section 42. Additional Construction by the Lessee**

The Lessee shall not erect any structures, make any improvements or do any other construction work on the premises or alter, modify or make additions, improvements or repairs to or replacements of, any structure now existing or built at any time during the letting, or install any fixtures without the prior consent of the Port Authority, and all such work shall comply with the Port Authority's Tenant Alteration Application Manual. The Lessee shall, in the performance of all construction work, comply with the Port Authority's policy on sustainable design as set forth in the sustainable design guidelines promulgated by the Port Authority Engineering Department from time to time. In the event any construction, improvement, alteration, modification, addition, repair or replacement is made, with or without the Port Authority's consent, and unless the consent of the Port Authority shall expressly provide otherwise, the same shall immediately become the property of the Port Authority, and the Lessee shall have no right

to remove the same either during the letting or at the expiration thereof unless the Port Authority, at any time prior to the expiration of the term of the letting, or any extension or renewal thereof, shall give notice to the Lessee to remove the same, or to cause the same to be changed to the satisfaction of the Port Authority, in which case the Lessee agrees to remove the same, or change it in compliance with such notice. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change, and the Lessee hereby agrees to pay the cost thereof to the Port Authority upon demand. The Lessee shall have no obligations to change, restore or remove any part or aspect of the premises (hereinafter called the "Restoration Obligations") to the condition the same was in before the completion of any specific work item, unless at the time of approval of the Tenant Alteration Application and plans submitted by the Lessee, the Port Authority has specifically required such Restoration Obligations.

### **Section 43. Construction and Application of Terms**

(a) The Section and paragraph headings, if any in this Agreement, are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(b) Unless otherwise expressly specified, the terms, provisions and obligations contained in the Exhibit(s) attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in the Agreement stated, shall have the same force and effect as if herein set forth in full.

(c) If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section or sections shall not affect any of the remaining clauses, provisions or sections hereof.

### **Section 44. Non-liability of Individuals**

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of its execution or attempted execution, or because of any breach or alleged breach thereof.

### **Section 45. Non-Discrimination**

(a) Without limiting the generality of any of the provisions of the Agreement, the Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, (2) that in the construction of any improvements, on, over, or under the premises and the furnishing of services thereon by it, no person on the ground of race, creed, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Lessee's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Lessee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any person or persons, other than the Lessee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such covenant.

(c) The Lessee's non-compliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above non-discrimination provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate the Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Lessee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Lessee's non-compliance with any of the provisions of this Section and the Lessee shall reimburse the Port Authority for any loss or expense incurred by reason of such non-compliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Lessee the right to transfer or assign this Agreement, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on the premises.

#### **Section 46. Affirmative Action**

The Lessee assures that it has and will continue to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake

affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

**Section 47. The Lessee's Additional Ongoing Affirmative Action — Equal Opportunity Commitment**

(a) In addition to and without limiting any other term or provision of this Agreement, the Lessee, in connection with its use and occupancy of the premises and any and all of its activities and operations at or affecting the premises or the Airport, shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing, and without limiting provision Section 42, 46 and 47 and Schedule E, it is hereby agreed that the Lessee in connection with its continuing operation, maintenance and repair of the premises, or any portion thereof, as provided in this Agreement, and in connection with every award or agreement for concessions or consumer services at the Airport, shall throughout the term of the letting hereunder commit itself to and use good faith efforts to implement an extensive program of affirmative action, including specific affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women, and by Minority Business Enterprises and Women-owned Business Enterprises. In meeting the said commitment the Lessee agrees to submit to the Port Authority for its review and approval the Lessee's said extensive affirmative action program, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within one hundred eighty (180) days after the execution of this Agreement. The Lessee shall incorporate in its said program such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Lessee throughout the term of the letting hereunder shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to annual reports.

(c) (1) "Minority" as used herein shall have the meaning as defined in Paragraph 11(c) of Part I of Schedule E.

(2) "Minority Business Enterprise" (MBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Schedule E.

(3) "Women-owned Business Enterprise" (WBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Schedule E.

(4) Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(i) Dividing the work to be subcontracted into smaller portions where feasible.

(ii) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Lessee shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in paragraph (b) above, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(iii) Making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review.

(iv) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(v) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(vii) Submitting quarterly reports to the Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(d) The Lessee's non-compliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by the Lessee of any of the above provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law.

(e) In the implementation of this Section, the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the

provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(f) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

(g) Nothing in this Section shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Airport.

#### **Section 48. Quiet Enjoyment**

The Port Authority covenants and agrees that as long as it remains the lessee of the Airport, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peacefully and quietly have and enjoy the premises free of any act or acts of the Port Authority except as expressly permitted in this Agreement.

#### **Section 49. Infringement**

The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any wise connected with this Agreement. The Lessee agrees to save and hold the Port Authority, its Commissioners, officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in any wise connected with this Agreement.

#### **Section 50. Late Charges**

If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of ground, percentage, variable or other rental or any payment of utility, or other charges or fees or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (herein below described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port

Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental as set forth in the section of this Agreement entitled "Rental". Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the section of this Agreement entitled "Termination" or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

#### **Section 51. Obligations In Connection with the Percentage/Variable Rental**

The Lessee shall:

- (a) Use its best efforts in every proper manner to maintain, develop and increase the business conducted by it hereunder;
- (b) Not divert or cause to be diverted, any business from the Airport;
- (c) Maintain in accordance with accepted accounting practice during the letting and for one (1) year thereafter and for such further period until the Lessee shall receive written permission from the Port Authority to do otherwise, records and books of account, recording all transactions at, through or in any wise connected with the automobile service station, including but not limited to records of all gasoline, diesel fuel, compressed natural gas and other fuel tank meter readings, all of which records and books of account shall be kept at all times within the Port of New York District;
- (d) Permit in ordinary business hours during the letting and for one year thereafter, the examination and audit by the officers, employees, agents and representatives of the Port Authority of such records and books of account;
- (e) Permit in ordinary business hours, the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Lessee, including but not limited to cash registers, tape readings and meter readings;
- (f) Furnish to the Port Authority on or before the 20th day of the month following the commencement date of the letting and on or before the twentieth (20th) day of each and every calendar month thereafter including the month following the expiration of the Lease, a statement of all gross receipts arising out of the operations of the Lessee hereunder for

the preceding month and specifying and applying the percentage stated in the Section entitled “*Rental*” (c) and showing furthermore the total amount of all gallons of gasoline, motor oil, diesel fuel and compressed natural gas sold or delivered during the preceding month, which statement shall be certified at the Lessee's expense by a certified public accountant.

(g) Install and use such cash registers, sales slips, invoicing machines or any other equipment or devices for recording orders taken or services rendered as may be appropriate to the Lessee's business and necessary or desirable to keep accurate records of gross receipts and sales and deliveries of gasoline, motor oil, diesel fuel and compressed natural gas.

(h) In the event that upon conducting an examination and audit as described in paragraph (d) of this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Lessee, the Lessee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Lessee under this Lease or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become additional rental, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental to be paid hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Lease, including, without limitation, the Port Authority's rights to terminate this Lease or (ii) any obligations of the Lessee under this Lease.

## **Section 52. Street Pricing**

(a) The Lessee shall comply with the Port Authority Aviation Department Street Pricing Policy. In connection therewith, the Lessee shall not charge prices to its customers in excess of “Street Prices”, which for purposes of this Lease is defined as follows:

(i) if the Lessee conducts a similar business to the business operation permitted under this Lease in off-Airport location(s) in the Greater New York City - Northern New Jersey Metropolitan Area (herein referred to as “the Metro Area”), “Street Prices” shall mean the average price regularly charged by the Lessee for the same or similar item in such Metro Area location;

(ii) if the Lessee does not conduct a similar business to the business operation permitted under this Lease in off-Airport location(s) in the Metro Area, “Street Prices” shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

(iii) if neither the Lessee nor other similar retailers sell a particular item in the Metro Area, “Street Prices” shall mean the average price regularly charged by the Lessee or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area.

(iv) if the Lessee is engaged in the business of selling duty-free goods, “Street Prices” shall mean the price regularly charged by the Lessee or similar retailer for the same or similar duty-free item at other urban airports in the Northeast region of the United States, including but not limited to Newark Liberty International Airport, Newark, New Jersey.

(b) The Lessee’s breach of the aforesaid Street Pricing Policy (as defined herein) shall be deemed a material breach of the Lessee’s obligations under this Lease.

(c) The Lessee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Lessee subscribes to a “Street Pricing Policy”, such notice to be clearly visible and unobstructed. If the Lessee charges any price to a customer in excess of the price, which would satisfy the “Street Pricing Policy” in violation of its obligations under this Lease, the amount of such excess shall constitute an overcharge, which shall upon demand by the Port Authority or the Lessee’s customer, be promptly refunded to the customer.

(d) The Lessee shall submit to the Port Authority, from time to time, an annual pricing report demonstrating compliance by the Lessee with the aforementioned pricing requirements. For purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

### **Section 53. Performance Requirements**

(a) The Lessee shall be required to meet, on a quarterly basis during each annual period hereunder, with the Port Authority to review the Lessee’s performance during the preceding quarter. The agenda for each quarterly meeting will include (but not be limited to):

- i. Maintenance of the fuel station and convenience store;
- ii. Customer care (based upon “Customer Care Standards” attached hereto and hereby made a part hereof and marked Exhibit D),
- iii. Availability of multiple types of fuel, including Compressed Natural Gas (“CNG”);
- iv. Fulfillment of towing requirements and response times;
- v. Compliance with Airport Gasoline Shortage Protocol, if relevant; and
- vi. .

(b) The Lessee will be required to agree that its obligation to perform in accordance with the terms and conditions of the agreement and within the times provided therein are “of the essence” of the agreement. In the event that the Lessee fails to satisfactorily perform

all or any part of the requirements under such agreement within the time periods set forth in the agreement, the Port Authority shall, upon five (5) days written or oral notice to the Lessee, and in addition to any other remedies which may be available to it, require the Lessee to submit a specific plan and timeline (“Remedy Plan”) for remedy of the problem(s). Such remedy is required to be completed within the timeframe set forth in the Remedy Plan submitted by the Lessee and approved by the Port Authority. The Port Authority shall determine whether the Lessee has performed in a satisfactory manner and this determination shall be final, conclusive, and binding upon the Lessee; and,

(c) Failure of the Port Authority to impose any penalties shall not be deemed acceptance by the Port Authority of unsatisfactory performance or failure to perform on the part of the Lessee, or a waiver of any of the Port Authority’s remedies pursuant to the terms of the agreement.

#### **Section 54. Towing and Emergency Repair Services**

(a) In connection with the letting hereunder, the Lessee shall have the privilege to operate and shall be obligated to operate an automobile towing service which shall consist of the following:

- i. A service consisting of (i) towing disabled automotive vehicles to the premises at the request of the owner or operator of such vehicle and/or (ii) providing emergency repairs to said disabled vehicles at the place where the vehicles is disabled, if possible, and/or (iii) short term storage thereof at the premises for vehicle repair. Said service for purposes of this Lease being herein called “the Patron service”.
- ii. A service consisting of towing at the request of the Port Authority abandoned or disabled automotive vehicles on the Airport or vehicles parked in violation of Port Authority Rules and Regulation to the location on Airport specified by the Port Authority (including the premises) and short term storage thereof at the premises, said services being herein called “the Emergency Service”; all of the foregoing services set forth in subdivisions (a)(i) and (a)(ii) being sometimes hereinafter called “the Facility Services”.

(b) The Lessee shall use such roads, routes, ways and other areas at the Airport as may from time to time be designated by the General Manager of the Airport for use in connection with the Facility Service to be provided by the Lessee hereunder.

(c) The vehicles to be used by the Lessee in furnishing the Facility Service shall be two (2) radio equipped tow trucks capable of lifting and towing passenger automobiles, minivans, vans and light pick-up trucks, the forgoing vehicles being herein called “the tow trucks”. The tow trucks shall be painted in such colors, shall bear such inscriptions and signs on the inside and outside thereof and shall have such lights as the Port Authority shall from time to time and at any time prescribe, the Port Authority agreeing that if there are any colors that the Lessee uses in its operations generally, said colors may be used. The Lessee agrees that the tow

trucks shall be of a type and shall be so adapted, constructed and equipped as to properly fulfill the requirements of the Facility Services. Without limiting the foregoing the tow trucks shall contain such automotive equipment as is appropriate or necessary for performing emergency repairs to disabled vehicles and for performing a safe and proper towing operation including towing operations in those enclosed portions of the Airport having eight-foot ceilings enclosed portions of the Facility having eight foot ceilings. In addition, the tow trucks shall carry two-way radio equipment tuned to a frequency which would enable it to maintain contact with the radio equipment required to be maintained pursuant to paragraph (h) of this Section supervisory official specified in paragraph (h) of this Section and such communication shall be maintained at all times. The tow truck shall be registered under New York State law and shall be approved by the Port Authority prior to its use in the Facility Service.

The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the tow trucks, all other equipment to be furnished or used on the Lessee and any activities or operations of the Lessee hereunder. Upon request of the Port Authority, the Lessee shall operate or demonstrate the tow trucks' equipment or the equipment owned by or in the possession of the Lessee on the Airport or to be placed or brought on the Airport, and shall demonstrate any activity being carried on by the Lessee hereunder. Upon notification by the Port Authority of any deficiency in the tow trucks or other items of equipment, the Lessee shall promptly make good the deficiency or withdraw the truck or trucks or item of equipment from service, and provide a truck or trucks or other item of equipment of substantially the same capacity and type as the one removed.

(d) In the event the tow trucks shall for any reason other than as set forth in paragraph (c) be removed from service, the Lessee shall promptly provide in lieu thereof a vehicle or vehicles which meet all the requirements of this Section. The Lessee shall at all times keep the tow trucks and all other equipment used in the Facility Service clean and in first-class order, maintenance, repair and appearance.

(e) The Lessee shall use the tow trucks and its automotive equipment exclusively in and only in the Facility Service at the Airport. The Lessee hereby agrees to have a sufficient number of drivers actually on duty and actually working so that at all times the Lessee will provide a timely, proper and first-class Facility Service on a 24-hour basis. The Lessee understands that the Port Authority expects that the tow trucks shall under normal conditions respond to a call for the Patron Service no later than ten (10) minutes after the request for the same has been made and the Lessee agrees to comply therewith. In the event that in the Port Authority's opinion the Lessee has failed to provide a timely Patron Service then and in such event and in addition to any other right or remedy available to the Port Authority at law or in equity, the Port Authority may elect to present the Lessee with schedules to be maintained by the Lessee for the operation of the Patron Service and the Lessee hereby agrees to have the number of drivers set forth in said schedules actually on duty and actually working at all times (without interruption for any cause) as set forth in said schedules. The Lessee further agrees that if the schedules initially presented to it by the Port Authority prove insufficient (except during emergencies) and do not provide a timely Patron Service, the Port Authority shall have the right to amend said schedules, including not only an increase in the number of drivers and trucks to be on duty and operated at any one time but also an increase in the total number of tow trucks, but

the Port Authority shall not have the right to require more than two (2) additional tow trucks or a total of four (4) tow trucks available to provide the Facility Services at any one time.

It is hereby understood by the Lessee that the requirements under this paragraph (e) for the operation of the Patron Service shall not affect or release the Lessee from its obligation to at all times keep the premises manned and operated by sufficient personnel.

(f) At all times that the premises are open to the public, the Lessee shall maintain a supervisory official at the premises with full authority to direct and control all employees of the Lessee at the Airport performing the Facility Service and who shall be available for consultation with the General Manager of the Airport or his representatives on all details of the operation of the Lessee. Said supervisor shall at all times be in direct contact with the Lessee's personnel by radio and phone.

(g) The Lessee shall make only fair and reasonable charges for the emergency repairs provided under this Section. Separate charges for towing (all vehicles to be towed to the premises as expeditiously as possible) shall be made in accordance with the schedule of rates and charges which are set forth in Exhibit B. The Lessee's schedule of rates and charges for emergency repairs provided under subparagraph (a) (1) (ii) of this Section shall be submitted to and be subject to the prior continuing written approval of the Port Authority. The Port Authority shall examine such schedules of rates and charges and make such modifications therein as it may deem necessary. Any changes thereafter in the schedule of rates and charges shall be similarly submitted to the Port Authority for its prior written approval, and if necessary, modification. Copies of such schedules shall be made available to the public by the Lessee, if so directed by the Port Authority from time to time and at any time, at locations designated from time to time at any by the Port Authority. In addition, the schedule of rates and charges shall be posted in the tow trucks and at the premises. The Lessee agrees to adhere to the rates and charges stated in the aforesaid schedules.

(h) During all times that the premises are open to the public the tow truck shall be stationed at the premises and there shall also be located and operated on the premises radio equipment permitting the Lessee to maintain radio communication service with the tow trucks. The Lessee shall also have radio equipment permitting the Lessee to maintain radio communication service with the tow trucks on a seven (7) day a week, twenty-four (24) hours a day basis. The Lessee shall maintain telephone service at the premises and at such other locations off the Airport where the radio equipment may be located, the telephone number of which is to be displayed on the tow trucks in accordance with paragraph (c) hereof as one which the public may call for the Patron Services.

(i) With respect to the Patron Service, upon receipt of a call therefor, the Lessee will dispatch a tow truck to the location at the Airport of the disabled vehicle. If the Lessee can do so, it will make emergency repairs to the disabled vehicle but only if the Port Authority shall from time to time permit repairs to be made at the location where said disabled vehicle may be and only if said emergency repair will take no longer than such period of time as the Port Authority shall from time to time upon notice to the Lessee permit. The Lessee shall clean up any oil, grease or other refuse at the area of the repairs and remove the same therefrom. If

emergency repairs as aforesaid cannot be so made, the Lessee shall tow said disabled vehicle to the premises and perform the necessary repairs there but only to the extent that such repairs may be performed at the premises under the provisions of the Lease covering the use of the premises. If the Lessee at the time of its response to the call for the Patron Service determines that the required repairs cannot be performed by the Lessee at the premises, it shall advise the patron to such effect and shall advise the patron further that the patron may call another towing service to remove the car from the Airport. In such event, the Lessee shall be entitled only to the charge for providing emergency repairs. If the patron requests, the Lessee may tow said vehicle to the premises from which place the patron may arrange for further towing service. Lessee understands that the Facility Service is to be performed exclusively on the Airport and that the tow trucks will not go off the Airport.

(j)(1)At the oral direction of the General Manager or his authorized representative, the Lessee will promptly provide to the Port Authority the Emergency Service by providing the tow trucks for use in an emergency. An emergency as used hereunder shall mean any situation at the Airport, which the General Manager or his authorized representative determines to be an emergency. The Port Authority may have a police officer or other representative in the tow truck or trucks and the Lessee shall require its drivers available to operate and who shall operate the tow trucks to be used in the Emergency Service. The Lessee also agrees that it shall have a sufficient number of drivers available so that rested drivers will be available at all times and so that no driver would be required to work more than a period of 12 consecutive hours. During the Emergency Service, the Port Authority shall have the right to use the radio equipment therein. The Port Authority shall determine if the patron is responsible for payment or if the Port Authority shall make the payment. If it is determined that the Port Authority will make the payment, the Port Authority will pay the Lessee for each tow truck actually engaged at the rate of thirty dollars (\$30.00) per vehicle. No other charges shall be made to the Port Authority and the Lessee shall bear the entire cost of the tow trucks and the drivers but not limited to fuel, oil, insurance and repairs.

(2)With respect to the Emergency Service, upon receipt of a call from the Port Authority's Police Desk at the Airport or from the Airport Operations Office at the Airport or from such other office as may from time to time be designated by notice from the Port Authority, the Lessee will dispatch the tow truck to the location at the Airport as directed by the Port Authority in its call. The Lessee will pick up the vehicle designated by the Port Authority to be picked up but only if a police officer or other representative of the Port Authority is present and the Lessee shall require its drivers to comply with the directions of such Port Authority representatives. The Lessee shall tow said vehicle to the Port Authority location, if the Port Authority representative so requires, or otherwise to the premise. If the vehicle is towed to the premise, the Lessee shall keep and store said vehicle therein until the same is delivered to "an authorized person", as hereinafter defined, or to the Port Authority, as hereinafter provided, in the presence of and as directed by a police officer or other Port Authority representative. When the Lessee picks up and tows away a vehicle, and when the Lessee surrenders up a vehicle to an authorized person or to the Port Authority, it shall execute and deliver to the Port Authority's police officer or other representative thereat a form reflecting the action taken. The Lessee hereby acknowledges and agrees that all forms excited by the driver of the tow truck or any other personnel of the Lessee, its sublessee or operator shall be deemed duly executed and authorized

on behalf of the Lessee and the Lessee shall be bound thereby. The Port Authority shall deliver to the Lessee an acknowledgement of authority to release said vehicle to the authorized person.

(3)The Lessee shall upon request of the Port Authority from time to time, or periodically, deliver to the Port Authority's Police Desk at the Airport and to the Airport Operations Office at the Airport a written statement signed by an authorized employee of the Lessee setting forth the vehicles which are as of the date of the statement in the possession of the Lessee at the premises with the appropriate location and identity of each vehicle and the period of time each such vehicle has been stored. The Lessee shall have no obligation to store any vehicle at the premises under the Emergency Service for a period greater than ten (10) days.

(4)"Authorized person" as used hereunder shall mean the person who receives authority from a Police Desk officer of the Port Authority at the Airport, or his designated representative, and to whom said officer delivers a form executed by said desk officer authorizing said person to receive his vehicle. The Lessee shall require said authorized person to execute a form acknowledging receipt of said car, a true copy of which shall be supplied to the Port Authority.

(5)At the direction of the Port Authority the Lessee shall deliver any vehicle stored at the premises to such location on the Airport as the Port Authority shall from time to time specify. The Port Authority shall deliver to the Lessee at such time a form acknowledging receipt of such vehicle.

(6)The Port Authority hereby agrees to pay the Lessee the Uncollected Emergency Service Amount which shall mean the sum of: (i) the charge for picking up and towing any vehicle to a Port Authority location as directed by the Port Authority representative pursuant to subparagraph (j) (2) hereof, and (ii) the charge for picking up and towing to the premises as directed by the Port Authority pursuant to subparagraph (j) (2) hereof, and the storage charges therefor, if any, which charges as of the time that the Port Authority directs the Lessee to deliver said vehicle to the Port Authority pursuant to subparagraph (5) hereof are unpaid or which charges the authorized person refused to pay to the Lessee and the Port Authority nevertheless directs that the car be released to such person. The charges shall be as set forth in Exhibit B annexed hereto and shall be paid monthly.

(k)The Lessee shall procure all licenses, certificates, permits, franchises or other authorization from all governmental authorities, if any, having jurisdiction over the operation of the Lessee, which may be necessary for the conduct of its operation of the Facility Service. Neither the execution of this Agreement nor anything contained herein shall be construed to be a grant of any franchise, consent, license, permit, right or privilege of any nature of kind whatsoever to operate tow trucks or any other vehicles outside the Airport or over the public streets or roads in any County of the State of New York. The lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Facility Service. The Lessee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the

Airport, and are not to be construed as a submission by the Port Authority to the Application to itself of such requirements or any of them.

(l) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Lessee at the Airport or against any operations with respect to the Facility service, whether or not the same is due to the fault of the Lessee and whether or not caused by the employees of the Lessee, and if any of the foregoing, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Airport, or the operations of other permittees, lessees or licensees thereat, or the operations of the Lessee of the Facility Service, the Port Authority shall have the right at any time during the continuance thereof by twenty-four (24) hours notice to suspend the operation by the Lessee of the Facility Service, and during the period of the said suspension the Lessee shall not conduct said Service at the Airport. The foregoing shall not limit, affect or be deemed to limit or affect any other right of the Port Authority resulting from a cessation of operations by the Lessee whether granted hereunder or otherwise.

(m) All the terms, covenants, conditions and provisions of the Lease, shall pertain and apply with like effect to the operation by the Lessee of the Facility Service, except those which are by their very nature inapplicable to the Facility Service and except as to those which are covered by express provisions of this Section.

(n) In addition to all other obligations hereunder and without limiting the same, the Lessee agrees that the Towing Service will be a first-class operation and the Lessee will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor including but not limited to a dolly or other equipment necessary to tow vehicles having locked wheels.

(o) Nothing contained in this Section shall grant or be deemed to grant to the Lessee an exclusive right to operate the Facility Service or any component service thereof.

(p) In addition to all other rights hereunder and without limiting the Lessee's obligations hereunder, the Port Authority shall have the right to revoke without cause, and upon thirty (30) days' prior written notice to the Lessee the privilege and obligations of the lessee to provide the Emergency Service, and from and after the effective date of said notice the Lessee shall no longer provide the Emergency Service but the privilege and obligations hereunder to provide the Patron Service and other terms and provision of the Lease, as amended hereunder shall continue in full force and effect.

(q) The Lessee shall at the time of rendering each statement required of the Lessee in Sections of this Agreement entitled "*Rental*" and "*Obligations in Connection with the Percentage/Variable Rental*" hereof submit a further written statement setting forth its computation of the amount due to the Lessee from the Port Authority for the preceding calendar month if any, for the Emergency Service in accordance with paragraph (j) hereof. Said statement shall contain such itemization and information as to the amounts due to the Lessee as the Port Authority shall from time to time request. However, it is hereby expressed and agreed that no such statement by the Lessee shall be or be deemed to have been conclusively determined until

the amount has been audited and verified by the Port Authority. Moreover, until such audit and verification, the Lessee hereby agrees to promptly remit to the Port Authority, upon written demand, all amounts to which the Port Authority is owed. The Port Authority will remit to the Lessee the amount over the Emergency Service provided during the previous month.

(r)The Lessee shall comply with all directions given from time to time by the General Manger of the Airport or his designated representative in connection with the Facility Service as herein provided.

(s)The Lessee assumes complete and sole responsibility for all loss or damage to any vehicles including any personal property contained therein which the Lessee tows, repairs or stores under the Facility Service. The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, representatives and employees from and against all claims and demands of third persons (including but not limited to the owners of the vehicles) just or unjust, for personal injuries, (including death) or property damage including the theft, destruction or loss of the vehicles and any personal property contained therein (except claims or demands arising out of the affirmative acts of the Port Authority, its employees, agents or representatives), arising or alleged to arise out of the operation by the Lessee of the Facility Service. If so directed by the Port Authority, the Lessee shall, at its own expense, defend against such claims and demands, in which event it shall not without obtaining express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Prot Authority, its Commissioners, officers, agents or employees, the governmental nature of the Prot Authority, or the provision of any statutes respecting suits against the Port Authority.

(t)This Section shall not constitute the Lessee, or any sublessee or operator performing the facility Service the agent or representative of the Port Authority. The Lessee shall perform the Facility Service as an independent contractor and its officers and employees and the officers and employees of any sublessee or operator shall not be or be deemed to be agents, servants or employees of the Port Authority.

(u)Except as provided in the Section entitled "*Assignment and Sublease*", the Lessee shall not assign or transfer its privilege and obligations to provide the Facility Services and any such assignment or transfer shall be void and of no effect as to the Port Authority.

## **Section 55.Sales and Services by the Lessee**

(a) A principal purpose of the Port Authority in entering into this Agreement is to have available for passengers, travelers and other users of the Airport, all other members of the public, and persons employed at the Airport, the merchandise and/or services which the Lessee is obligated to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate the Airport for the use and benefit of the public. Consistent with the provisions of the Section entitled "*Rights of User*" of the Lease, the Lessee shall conduct, at the premises, a first-class operation and will furnish and install all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials, and other facilities and replacements

necessary or proper therefor. The Lessee shall sell first-class items of merchandise including a full line of automotive accessory items, such as batteries and tires, including medium and economy priced lines of dependable and serviceable quality. All prices and charges shall be subject to the prior written approval of the Port Authority, and prior to the furnishing of any services or sale of any merchandise hereunder the Lessee shall prepare and submit or cause to be prepared and submitted to the Port Authority schedules of rates and prices and any discounts therefrom for all services and merchandise, which shall not exceed reasonable prices for similar merchandise and/or services sold in the area immediately surrounding the Airport. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval. All such schedules shall be made available to the public, including but not limited to, prominent display at the premises at locations therein as may be designated from time to time by the Port Authority. The Lessee agrees to adhere to the rates, charges and discounts, if any, stated in the approved schedules. If the Lessee applies any rate in excess of the approved rates or extends a discount less than an approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or a customer, be promptly refunded to the customer. Notwithstanding any repayment of overcharges to a customer, any such overcharge or undercharge shall constitute a breach of the Lessee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Lease.

(b) The Lessee shall furnish upon the request of any patron or customer, without charge, a receipt for any sale or service rendered at the premises or at the Airport.

(c) The Lessee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (1) fixing rates and charges to be paid by users of the services; (2) lessening or preventing competition between the Lessee and such other furnishers of services; or (3) tending to create a monopoly on the Airport in connection with the furnishing of such services. In order that the Port Authority may enforce the Lessee's obligations hereunder, the Lessee shall before entering into any agreement or understanding, express or implied, binding or non-binding, with any person who may furnish services at the Airport similar to those furnished hereunder, notify the Port Authority of all the details thereof, furnishing a copy of the proposed agreement if the same has been reduced to writing or a memorandum of the same, if oral, and similarly shall notify the Port Authority at the time of any change in or extension of an existing agreement. Such proposed agreements or understandings or changes or extensions of existing ones shall be subject to the approval of the Port Authority and unless approved, shall not be entered into by the Lessee.

(d) The Lessee shall be open for and conduct business at the premises seven (7) days a week, twenty-four (24) hours a day. The Port Authority's determination of proper business hours, as evidenced from time to time by notice to the Lessee, shall control.

(e) The Lessee shall make available to the public restroom facilities maintained in a manner acceptable to the Port Authority.

(f) The Lessee shall have on the premises at all times an employee able to communicate effectively in the English language so as to perform the services set forth in the Sections entitled “*Rights of User*” hereof.

(g) The Lessee must comply with the Port Authority’s “Customer Care Standards”.

### **Section 56. Postponement**

If the Port Authority shall not give possession of the premises or any part thereof on the date fixed in the Section entitled “*Term*” hereof for the commencement of the letting hereunder by reason of the fact that the premises or any part thereof are in the course of construction, repair, alteration or improvement or by reason of the fact that the occupant thereof failed or refused to deliver possession to the Port Authority, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on said date. No such failure to give possession on the date of commencement of the letting as set forth in the Section entitled “*Term*” hereof shall in any wise affect the validity of this Agreement or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term of the letting as set forth therein beyond the expiration date. However, until possession of the premises or any part thereof is tendered by the Port Authority to the Lessee, the effective date of the letting of the premises or any part thereof shall be made by notice given at least five (5) days prior to the effective date of the tender and in the event that such notice of tender is not given for possession to commence on or before one hundred eighty (180) days after the date stated in the Section entitled “*Term*” hereof for commencement of the letting of the premises hereunder then this Agreement shall be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on this Agreement, or a breach or alleged breach thereof.

### **Section 57. Services**

The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Lease or the use and occupancy of the premises hereunder nor to police the same or keep the same free from snow, ice or otherwise unobstructed and available for use by the Lessee.

### **Section 58. Utility Lines**

The Port Authority, shall, if and to the extent required, bring appropriate roadway access stubs and service lines for the supply of cold water, electric power, telephone (limited to four telephone conduits) and sanitary and storm sewers (said service lines and sanitary and storm sewers being hereinafter collectively referred to as "utility service lines") to such locations, at the perimeter of the site or to other locations off the site as the Port Authority shall determine. The Lessee at its sole cost and expense is hereby obligated to tie its utility lines and roadways into such locations at or near the perimeter of the site where such utility service lines and roadway

access stubs will be brought by the Port Authority hereunder. The Port Authority shall have no obligation to make available any utility service lines or roadway access stubs to any location with respect to the premises prior to receiving the certificate of the Lessee and of the Lessee's architect or engineer that all of the construction work has been completed or that a portion of the construction work is properly usable, all as provided in the Section entitled "*Construction by the Lessee*" hereof, and that the Lessee is ready to tie its utility lines and roadways into the utility service lines and roadway access stubs to be furnished by the Port Authority to the premises.

## **Section 59. Personnel**

(a) The Lessee shall furnish sufficient trained personnel (consistent with the requirements set forth in the Section of this Agreement entitled "*Towing and Emergency Repairs*") to perform the services required of the Lessee under this Agreement. If any of such personnel do not perform the services to be furnished hereunder in a manner satisfactory to the Port Authority, the Lessee shall remove any such personnel and replace them with personnel who can and shall perform satisfactorily. Nothing in the foregoing sentence shall limit the Port Authority's rights and remedies in the event of the failure of the Lessee to perform its responsibilities hereunder.

(b) The Lessee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport by the Port Authority or with the operations of lessees, permittees, licensees or other users of the Airport or with operations of the Lessee under this Agreement.

(c) The Lessee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Lessee shall use its best efforts to resolve any such complaint, trouble, dispute or controversy.

(d) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Lessee at the Airport or against any operations of the Lessee under this Agreement, whether or not the same is due to the fault of the Lessee and whether or not caused by the employees of the Lessee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of Lessee, permittees, licensees or other users of the Airport, or if as a result of any other cessation or stoppage of operations by the Lessee hereunder for any reason whatsoever, or in the event of the Lessee's non-compliance set forth in the Section of this Agreement entitled "*Non-Discrimination*," the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Lessee under this Agreement, and during the period of the suspension the Lessee shall not perform operations hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform all other operations hereunder. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured. The Lessee shall notify the Port Authority of such cessation or cure.

Prior to the exercise of such right by the Port Authority, it shall give the Lessee notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in this Section or as set forth in the Section of this Agreement entitled "*Non-Discrimination*" shall be or be deemed to be a waiver of any rights of termination contained in this Agreement or a waiver of any rights or remedies which may be available to the Port Authority under this Agreement or otherwise.

(e) From time to time upon request therefor the Lessee shall furnish to the Port Authority information showing the number of persons employed by the Lessee at the Airport, the scheduling of such employees and such other information as the Port Authority may require.

### **Section 60. Relationship of the Parties**

This Agreement does not constitute the Lessee, the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint adventure is hereby created, notwithstanding the fact that all or a portion of the rental to be paid hereunder may be determined by gross receipts from the operations of the Lessee hereunder.

### **Section 61. Definitions**

The following terms, when used in this Agreement, shall, unless the context shall require otherwise, have the respective meanings given below:

(a) "*Airport*" shall mean LaGuardia Airport, consisting of certain premises identified as "LaGuardia Airport" on Sheet LGA-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

(b) "*City*" shall mean the City of New York.

(c) "*City Lease*" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented.

(d) "Agreement" shall mean this agreement of lease.

(e) "Lease" shall mean this agreement of lease.

(f) "Letting" shall mean the letting under this Agreement for the original term stated herein, and shall include any extension thereof.

(g) "Premises" shall mean and include the land, the buildings, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewerage, drainage, refrigeration,

communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures and all paving, drains, culverts, ditches and catch-basins.

(h) "Manager of the Airport" or "General Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager by this Agreement; but until further notice from the Port Authority to the Lessee it shall mean the General Manager (or the temporary or acting General Manager) of the Airport for the time being, or his duly designated representative or representatives.

(i) "Governmental Authority", "governmental board", and "governmental agency" shall mean federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that it shall not be construed to include The Port Authority of New York and New Jersey, the lessor under this lease.

(j) "Person" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

(k) "Environmental Damages" shall mean any one or more of the following: (i) the presence on, about or under the premises of any Hazardous Substance and/or (ii) the disposal, release or threatened release of any Hazardous Substance from the premises, and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Airport as a result of the Lessee's use and occupancy of the premises or a migration of a Hazardous Substance from the premises, and/or (iv) any personal injury (including wrongful death) or property damage arising out of or related to any such Hazardous Substance, and/or (v) the violation of any Environmental Requirements pertaining to any such Hazardous Substance, the premises and/or the activities thereon.

(l) "Environmental Requirements" and "Environmental Requirement" shall mean all applicable present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, requirements and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

- (i) All requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Substances into the air, surface water, groundwater, or land, or relating to the manufacture, processing,

distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances; and

- (ii) All requirements, pertaining to the protection of the health and safety of employees or the public.

(m) "Hazardous Substance" and "Hazardous Substances" shall mean and include without limitation any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, petroleum and petroleum products and other substances which has or in the future shall be declared to be hazardous or toxic, or the removal of which has or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which has or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement.

## **Section 62.Storage Tanks**

(a) All storage tanks, if any, installed in the premises as of the Commencement Date as defined in the Section entitled "*Term*" hereof, together with all storage tanks installed in the premises during the term of the letting subsequent to the Commencement Date and its or their appurtenances, pipes, lines, fixtures and other related equipment are hereinafter collectively called the "Storage Tanks" and singularly called a "Storage Tank". The Lessee hereby agrees that title and ownership of the Storage Tanks shall be and remain in the Lessee, notwithstanding anything to the contrary in the Lease or any construction or alteration application. The Port Authority has made no representations or warranties with respect to the Storage Tanks or their location and shall assume no responsibility for the Storage Tanks. All Storage Tanks installed subsequent to said Commencement Date shall be installed pursuant to the terms and conditions of the Lease including without limitation the Section entitled "*Construction by the Lessee*" thereof and nothing in this Section shall or shall be deemed to be permission or authorization to install any Storage Tanks.

(b) Without limiting the generality of any of the provisions of the Lease, the Lessee agrees that it shall be solely responsible for maintaining, testing and repairing the Storage Tanks. The Lessee shall not perform any servicing, repairs or non-routine maintenance to the Storage Tanks without the prior written approval of the Port Authority.

(c) It is hereby agreed that title to and ownership of the Storage Tanks shall remain in the Lessee until the earlier to occur of (1) receipt by the Lessee of notice from the Port Authority that title to the Storage Tanks shall vest in the Port Authority or in the City of New York or (2) receipt by the Lessee of notice from the Port Authority that the Port Authority waives its right to require the Lessee to remove the Storage Tanks (together with the product lines and related equipment) from the premises as set forth in paragraph (i) below. The vesting of title to the Storage Tanks in the Port Authority or in the City of New York, if at all, in

accordance with the foregoing item (1) shall in no event relieve the Lessee from the obligation to remove the Storage Tanks from and restore the premises in accordance with paragraph (i) below.

(d) Without limiting the generality of any other term or provision of the Lease, the Lessee shall, at its cost and expense, comply with all Environmental Requirements pertaining to the Storage Tanks and any presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release of Hazardous Substances from the Storage Tanks or in connection with their use, operation, maintenance, testing or repair (any such presence, pumping, pouring, venting, emitting, emptying, leakage, deposit, spill, discharge or other release during the period the Lessee shall use or occupy the premises or use the Storage Tanks being hereinafter called a "Discharge") including without limitation registering and testing the Storage Tanks, submitting all required clean-up plans, bonds and other financial assurances, performing all required clean-up and remediation of a Discharge and filing all reports, making all submissions to, providing all information required by, and complying with all requirements of, all governmental authorities pursuant to the Environmental Requirements.

Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of the Environmental Requirements, *provided*, however, no immunity or exemption of the Port Authority from the Environmental Requirements shall excuse the compliance therewith by the Lessee or shall be grounds for non-compliance therewith by the Lessee.

(e) Without limiting the terms and provisions of the Section entitled "*Insurance*" of the Lease, the Lessee hereby assumes all risks arising out of or in connection with the Storage Tanks and all Discharges whether or not foreseen or unforeseen and shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees from and against (and shall reimburse the Port Authority for their costs and expenses including without limitation penalties, fines, liabilities, settlements, damages, attorney and consultant fees, investigation and laboratory fees, clean-up and remediation costs, court costs and litigation expenses), all claims and demands, just or unjust, of third persons (such claims and demands being hereinafter in this Section referred to as "Claims" and singularly referred to as a "Claim") including but not limited to those for personal injuries (including death), property damages, or environmental impairment, arising or alleged to arise out of or in any way related to, the failure of the Lessee to comply with each and every term and provision of the Lease, or the Storage Tanks, or any Discharge, or any lawsuit brought or threatened, settlement reached or any governmental order relating to the Storage Tanks or a Discharge, or any violation or any Environmental Requirements or demands of any governmental authority based upon or in any way related to the Storage Tanks or a Discharge, and whether such arise out of the acts or omissions of the Lessee or of customers or contractors of the Lessee or of third persons or out of the acts of God or the public enemy or otherwise including claims by the City of New York against the Port Authority pursuant to the provisions of the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City against claims. It is understood the foregoing indemnity shall cover all claims, demands, penalties, settlements, damages, fines, costs and expenses of or imposed by any governmental Authority under the Environmental Requirements.

If so directed the Lessee shall at its expense defend any suit based upon any such Claim (even if such Claim is groundless, false or fraudulent) and in handling such it shall not without first having express advance permission from the General Counsel of the Port Authority raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(f) The Lessee's obligations under this Section shall survive the expiration or earlier termination of the Lease.

(g) In addition to the requirements of the Section entitled "*Compliance with Governmental Requirements*" of the Lease and paragraph (d) thereof, the Port Authority shall have the right upon notice to the Lessee to direct the Lessee, at the Lessee's sole cost and expense, (i) to perform such reasonable testing of the Storage Tanks as the Port Authority shall direct and to perform such testing of the soil, subsoil and ground water of the premises and of such surrounding areas as the Port Authority shall direct, and (ii) to clean-up and remediate any Discharge, regardless of whether any Environmental Requirement or governmental authority shall require such testing, clean-up or remediation, which testing, clean-up and remediation shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval.

(h) In the Lessee's use and operation of the Storage Tank, the Lessee shall not permit any Hazardous Substance from entering the ground including without limitation (subject to the Section entitled "*Construction by Lessee*" hereof) installing appropriate spill and overflow devices and placing an impervious material, such as asphalt or concrete, over the ground area above and in the vicinity of the Storage Tanks.

(i) (1) The Lessee shall remove the Storage Tanks from the premises on or before the expiration of the Lease and dispose of the Storage Tanks off the Airport in accordance with all Environmental Requirements.

(2) Without limiting the foregoing or any other term or provision of this Agreement, any removal of the Storage Tanks shall be performed pursuant to an alteration application prepared by the Lessee and submitted to the Port Authority for the Port Authority's approval and, in connection with such removal, the Lessee shall restore the premises to the same condition existing prior to the installation of the Storage Tanks, shall perform such testing of the Storage Tanks and of the soil, sub-soil and ground water in the vicinity of the Storage Tanks as shall be required by the Port Authority and shall clean-up and remediate contamination disclosed by said testing. In the event the Lessee does not remove the Storage Tanks as required by subparagraph (1) above, the Port Authority may enter upon the premises and effect the removal and disposal of the Storage Tanks, restoration of the premises and such remediation and the Lessee hereby agrees to pay all costs and expenses of the Port Authority arising out of such removal, disposal, restoration and remediation.

### **Section 63. Federal Airport Aid**

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented or superseded by similar federal legislation, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith, the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Lessee of the covenants, promises and obligations contained in this Lease is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Lessee further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Lessee of such covenants, promises and obligations under this Agreement, the Lessee will promptly comply therewith, at the time or times when and to the extent that the Port Authority may direct.

### **Section 64. Lessee's Rights Non-Exclusive**

The rights and privileges granted to the Lessee are non-exclusive and neither the execution of this Lease by the Port Authority nor anything contained herein shall grant or be deemed to grant to the Lessee any exclusive rights or privileges including but not limited to the right to operate an automobile service station at the Airport.

### **Section 65. Thirty Day Termination**

(a) (i) The Port Authority shall have the right to terminate this Agreement and the letting hereunder, without cause, at any time, on thirty days' (30) prior written notice to the Lessee. In the event that this Agreement and the letting hereunder is terminated pursuant to this Section, this Agreement and the letting hereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of this Agreement.

(ii) Further, in the event the Port Authority exercises its right to revoke or terminate this Agreement for any reason other than "without cause", the Lessee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Lease (on failure of the Lessee to have it restored), preparing such space for use by a succeeding lessee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the

cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).

### **Section 66. Force Majeure**

The Port Authority shall not be liable for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond the control of the Port Authority. Further, the Port Authority shall not be liable unless the failure, delay or interruption shall result from failure on the part of the Port Authority to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption.

### **Section 67. Governing Law**

This Lease and any claim, dispute or controversy arising out of, under or related to this Lease the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

### **Section 68. Environmental Compliance**

(a) The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on, or under the premises or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located at the Facility. Any Hazardous Substance disposed of, released or discharged by the Lessee (or permitted by the Lessee to be disposed of, released or discharged) on the premises or at the Facility, shall upon notice by the Port Authority to the Lessee and subject to the provisions of all Environmental Requirements be completely removed and/or remediated by the Lessee. The obligations of the Lessee pursuant to this paragraph shall survive the expiration or termination of this Agreement.

(b) Upon the expiration or earlier termination of the letting hereunder, the Lessee shall at its sole cost and expense, remove or permanently close all underground storage tanks and associated piping in compliance with all environmental requirements including the conduct of a site assessment and performance of any necessary cleanup or remedial action. The Lessee shall provide the Port Authority with copies of all records relating to any underground storage tanks that are required to be maintained by any applicable environmental requirements.

(c) Promptly upon any termination of the letting hereunder, or when required by any applicable federal, state, or local regulatory authority, the Lessee shall perform, at its sole cost and expense, an environmental site assessment reasonably acceptable to the Port Authority to determine the event, if any, of contamination of the premises and shall, at its sole cost and expense, clean up, remove, and remediate (i) all Hazardous Substances in, on, or under the premises, (ii) any petroleum in, on, or under the premises in excess of allowable levels, and (iii) all contaminants and pollutants in, on, or under the premises that create or threaten to create a substantial threat to human health or the environment and that are required to be removed, cleaned up, or remediated by any and all applicable environmental requirements.

(d) The Lessee shall indemnify and save harmless the Port Authority from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation cost arising from contamination of the premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under the premises. The Lessee shall indemnify and save the Port Authority harmless from and against any and all loss of rentals or decrease in property values arising from Lessee's breach of paragraph (a) of this Section.

### **Section 69.Space Licenses**

Notwithstanding the provisions of paragraphs (b) and (d) of the Section of this Agreement entitled "*Assignment and Sublease*", the Lessee may license a third person to operate the fuel vehicle service station and truck parking facility at the premises pursuant to the provisions of Section 3 of this Agreement provided, however, that:

(1) the proposed licensee, its Chief Operating Officer, or the employee chiefly responsible for the operations being conducted on the premises shall have an established record and more than three (3) years' experience in the operation of a multi-fuel vehicle service station similar in size to that described herein, and including the operation of a natural gas fueling station and towing service, and shall have adequate and experienced staff and management personnel to give full time attention to the operation in the premises of the proposed service station in accordance with all the terms and conditions of this Agreement and to fulfill all of the Lessee's obligations with respect to such concession under this Agreement throughout the term of the letting hereunder; and

(2) the proposed licensee shall have the same obligation as the Lessee has as to the use of the premises which shall be in accordance with the purposes set forth in the Section entitled "*Rights of User*" of this Agreement, and the proposed licensee shall use the area for no other purpose whatsoever; and

(3) the proposed licensee, and each officer, director or partner thereof, and each person, firm or corporation having an outright or beneficial interest in twenty percent (20%) or more of the monies invested in the proposed licensee, if the proposed licensee is a corporation or partnership, by loans thereto, stock ownership therein, or any other form of financial interest, has as of the date of the proposed license agreement a good reputation for integrity and financial responsibility and has not been convicted or nor is under current indictment for any crime and is not currently involved in civil anti-trust or fraud litigation, or any proceedings indicative of a lack of business integrity; and

(4) neither the proposed licensee nor any officer, director, or partner thereof, nor any person, firm or corporation having an outright or beneficial interest in twenty percent (20%) or more of the monies invested in the proposed licensee, if the proposed licensee is a corporation or partnership, by loans thereto, stock ownership therein, or any other form of financial interest is in conflict of

interest, as defined under the laws of the State of New York with any Commissioner of the Port Authority as of the date of the proposed assignment;

(5) the Port Authority shall not have had any unfavorable experience with the proposed licensee, or any of its officers, directors, or partners, or any person, firm or corporation having an outright or beneficial interest in twenty percent (20%) or more of the monies invested in the proposed licensee, if such licensee is a corporation or partnership, by loans thereto, stock ownership therein or any other form of financial interest; and

(6) neither the proposed licensee, nor any officer, director or partner thereof, nor any person firm or corporation having an outright or beneficial interest in twenty percent (20%) or more of the monies invested in the proposed licensee, if the proposed licensee is a corporation or partnership, by loans thereto, stock ownership therein, or any other form of financial interest has filed a voluntary petition in bankruptcy or has been adjudicated a bankrupt within five years prior to the date of the proposed license agreement; and

provided, further, however, that no such license agreement shall be effective until an agreement in the form annexed hereto as "Exhibit Z" has been executed by the Port Authority, the Lessee and the proposed licensee. The Port Authority agrees to execute such agreement provided that the proposed licensee fulfills the requirements and conditions set forth in subdivisions (1) through (6) of this Section. The agreement between the Lessee and the licensee shall be made expressly subject to the terms and provisions of this Agreement, and each licensee shall comply with all of the terms and provisions of this Agreement applicable to the premises and shall use and occupy the premises as though such licensee were the Lessee hereunder. The Lessee understands that notwithstanding the retention of third persons to operate the multi-fuel service station hereunder, the Lessee shall remain fully liable for the performance of all of the terms and provisions of this Agreement, and for securing compliance therewith by its licensee. All acts and omissions of the Lessee's licensee shall be deemed acts or omissions of the Lessee. In spite of any effort by the Lessee to secure compliance with all of the terms and provisions of this Agreement by its licensee, any breach or violation of the terms and provisions of this Agreement by the licensee shall be deemed a breach or violation of this Agreement by the Lessee, and in such event the Port Authority shall have all rights or remedies consequent upon such breach or default as are reserved to it by this Agreement, and, subject to all notice requirements as are set forth herein, the provisions of this Agreement relating to default and termination shall apply as if the licensee were the Lessee hereunder. For the purpose of computing the percentage and variable rentals payable by the Lessee hereunder, all monies, payments or fees paid or payable to the Lessee by its licensee in connection with the licensee's operations in the premises (including all monies, payments or fees described in the applicable license agreements between the Lessee and its licensee other than reimbursements of rentals, including, without limitation, percentage and variable rentals, and other charges payable by the Lessee to the Port Authority pursuant to the terms of this Agreement) and all gross receipts arising out of the operations of such licensee in the premises shall be deemed to be gross receipts of the Lessee, shall be included in the gross receipts of the Lessee hereunder, and shall be subject to the percentage rental payable hereunder.

## **Section 70. Certain Environmental Testing and Clean-up Obligations**

**[RESERVED]**

## **Section 71. Books and Records**

In addition to and without limiting the provisions of the Section of this Agreement entitled "*Definitions*" hereof or any term or provision of this Agreement, the Lessee shall keep in an office or offices in the Port of New York District, appropriate books and records showing (i) all matters with respect to the costs of the construction work; (ii) all matters which the Lessee is required to certify to the Port Authority pursuant to this Lease and (iii) any and all other matters concerning the Lessee's operations at the Airport with respect to which the Port Authority may reasonably need information to fulfill its obligations or exercise its rights under this Lease whether or not of the type enumerated above in this Section and whether or not an express obligation to keep books and records with regard thereto is expressly set forth elsewhere in this Lease. The Lessee shall not be obligated to preserve any such records for more than seven (7) years after the receipt of revenues or occurrences of charges or expenses hereunder unless they are material to litigation initiated within that time, in which event they shall be preserved until the final determination of the controversy. The Port Authority shall have the right to audit and inspect such books and records during regular business hours.

## **Section 72. Other Agreements**

The Lessee shall not, by virtue of the execution of this Agreement, be released or discharged from any obligations or liabilities whatsoever under any other agreements with the Port Authority.

## **Section 73. Operating Names**

(a) Any name, designation or any service mark proposed to be used or displayed at the premises or for the Lessee's operations therein shall be approved in advance in writing by the Port Authority and the Lessee shall have the right to use and display the name, designation or mark only so long as this Agreement is in force and effect. If for any reason the Lessee ceases its operations in the premises, the Lessee's right to use such name, designation or service mark shall immediately cease and come to an end and the Port Authority or its designee shall have the sole right to use such name, designation or service mark and the Lessee hereby consents to such use thereof. Any registration or filing by the Lessee with respect to such name, designation or service marks shall indicate the Port Authority's interest therein and the form thereof shall be approved in advance by the Port Authority in writing. The Lessee agrees to assign and transfer to the Port Authority any such registration or filing and any other rights in or to the use of such name, designation or service mark promptly upon written request therefor from the Port Authority.

Nothing herein contained is intended to apply to the continuing use by the Lessee of its customary name, designation or service mark used elsewhere in its operations prior to its making of this Agreement.

#### **Section 74. Official Inspection Station**

(a) The Lessee is hereby granted permission to maintain a New York State official inspection station for motor vehicles. The Lessee shall, during the entire period it conducts such official inspection station, maintain in effect, licenses, certificates or other authorization required to conduct motor vehicle inspections and shall comply with all governmental requirements governing the same. The permission granted herein shall in no way constitute the Lessee an agent of the State of New York for the purpose of conducting such official inspection or constitute the necessary governmental authorization to conduct the same.

(b) It is hereby expressly understood that the permission granted above for the operation of an official inspection station is subject to revocation at any time, without cause, upon thirty (30) days' prior written notice from the Port Authority to the Lessee and the Lessee shall cease use from and after the effective date of any such notice. Revocation hereunder shall not affect any of the other terms and provisions of the Lease which shall continue in full force and effect.

#### **Section 75. Security Deposit**

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the term of this Agreement, the sum of (\$0.00) **[to be determined]** by the Port Authority either in cash, or bonds of the United States of America, or of the State of New York or of the State of New Jersey, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the provisions, terms, covenants and conditions of the Agreement on its part to be fulfilled, kept, performed or observed and as security for the payment of all other rentals, fees, charges and obligations owed or which may become due and owing to the Port Authority arising from the Lessee's operations at the Airport, whether covered by a written agreement or otherwise. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been reregistered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its

option, at any time and from time to time, with or without notice to use the said deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of the Agreement on the part of the Lessee. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the Agreement as the same may have been extended and upon condition that the Lessee shall then be in no wise in default under any part of the Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the said deposit to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of the Agreement or any part thereof and less any other fees, charges and obligations owed to the Port Authority arising from the Lessee's operations at the Airport. The Lessee agrees that it will not assign or encumber the said deposit and any such assignment or encumbrances shall be void as to the Port Authority. The Lessee may collect or receive annually any interest or income earned on bonds and interest paid on cash deposited in interest bearing bank accounts less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of administrative expense or custodial charge, or otherwise, provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest bearing bank accounts. Without limiting the foregoing provisions of this Section, with respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice, at public or private sale, all as determined by the Port Authority together with the right to purchase the same at such sale free of any claims, equities or rights of redemption of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the Port Authority's claims or demands against the Lessee. The proceeds of any such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to any advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the security deposit to the sum specified above provided that this shall not relieve the Lessee from maintaining the deposit in the full amount stated above.

(b) The Lessee may at any time during the effective term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of (\$0.00) **[to be determined]**. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a

subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Agreement, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Section. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit, as it would have to receive such sum upon expiration of the permission under this Agreement and fulfillment of the obligations of the Lessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) For purposes of the foregoing, the Lessee hereby certifies that its I.R.S. Federal Tax Identification No. is \_\_\_\_\_ **[TO BE INSERTED BY PROPOSER]**.

#### **Section 76. Additional Right of Termination by the Port Authority**

Further, in the event the Port Authority exercises its right to terminate this Agreement for any reason other than “without cause”, the Lessee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any premises which may be used and occupied under this Agreement (on failure of the Lessee to have it restored), preparing such premises for use by a succeeding lessee, the care and maintenance of such premises during any period of non-use of the premises, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the premises and putting the premises in order (such as but not limited to cleaning and decorating the same).

#### **Section 77. Non-liability of Individuals**

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability or held liable to it under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement or because of its execution or attempted execution, or because of any breach or alleged breach thereof.

#### **Section 78. Waiver of Right to Trial by Jury**

The Lessee waives its right to trial by jury in any summary proceeding or action that may

hereafter be instituted by the Port Authority against the Lessee in respect of the premises and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Agreement.

**Section 79. Governing Law**

This Lease and any claim, dispute or controversy arising out of, under or related to this Lease the relationship of the parties hereunder, and/or the interpretation and enforcement of the rights and obligation of the parties hereunder shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

**Section 80. Counterclaims**

The Lessee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

**Section 81. Entire Agreement**

This Agreement consists of the following: Sections 1 through 81 and Exhibits A, B, Z, D, G and M and Schedules E and F. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and the year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

ATTEST:

\_\_\_\_\_  
Secretary

Corporate Seal

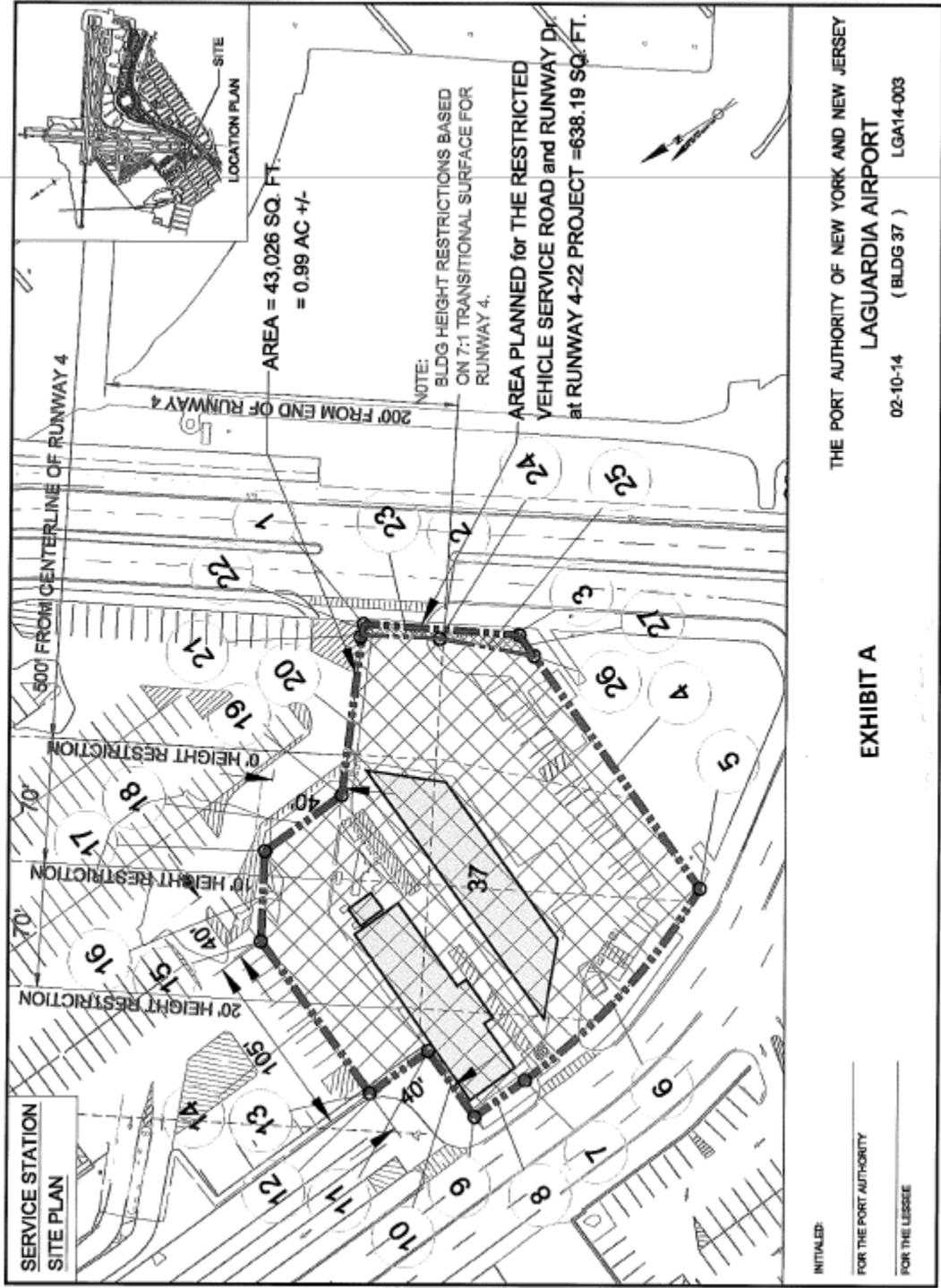
**THE PORT AUTHORITY OF NEW YORK  
AND NEW JERSEY**

By \_\_\_\_\_  
(Title) \_\_\_\_\_

**LESSEE**

By \_\_\_\_\_  
(Title) \_\_\_\_\_ President

EXHIBIT A



**DATA TABLE**  
(BEARINGS, COORDINATES, DISTANCES, RADIUS)

1	S 30,612.000 E 24,798.000	8	N 36° 57' 20.75" W 35.00'	16	S 87° 48' 14.84" E 50.73'
2	S 03° 54' 01.78" W 88.20'	9	S 30,676.260 E 24,518.544	17	S 30,667.110 E 24,888.282
3	S 30,700.000 E 24,790.000	10	N 54° 02' 40.80" E 45.33'	18	S 36° 13' 54.41" E 53.45'
4	S 54° 02' 40.80" W 175.42'	11	S 30,649.863 E 24,558.240	19	S 30,800.228 E 24,699.876
5	S 30,803.000 E 24,848.000	12	N 35° 51' 38.42" W 40.37'	20	S 83° 01' 01.48" E 96.84'
6	ARC L = 147.04' R = 360.47' Δ = 23° 22' 21" CC - S 30,482.963 E 24,831.884	13	S 30,816.948 E 24,532.593		
7	S 30,704.612 E 24,540.095	14	N 53° 56' 33.03" E 105.10'		
		15	S 30,555.137 E 24,617.583		

**NOTE:**  
COORDINATES, EXPRESSED IN FEET AND BEARING REFER TO THE GRID  
SYSTEM OF THE BOROUGH OF QUEENS TOPOGRAPHICAL BUREAU.

DETAILS:

FOR THE PORT AUTHORITY

FOR THE LESSEE

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

LAGUARDIA AIRPORT

02-10-14 (BLDG 37) LGA14-003

**EXHIBIT A**

**EXHIBIT B**

**EMERGENCY ROAD SERVICE AND TOWING CHARGES**

**Operation of an automobile towing service in which connection the Lessee shall furnish two (2) radio equipped tow trucks capable of lifting and towing passenger automobiles, minivans, vans and light pick-up trucks. Following are the rates for such services:**

<b>Towing, Regular Car</b>	<b>\$125</b>
<b>Towing, large vehicle or SUV</b>	<b>\$165</b>
<b>Drop Charge</b>	<b>\$ 50</b>
<b>Storage</b>	<b>\$ 30</b>
<b>per calendar day (or any part of a calendar day thereafter)</b>	
<b>Relocation</b>	<b>\$ 40</b>
<b>Emergency Roadside Repairs</b>	<b>\$ 25</b>
<b>Emergency Service</b>	<b>\$ 30</b>
<b>(Port Authority directed relocation or repairs)</b>	

**EXHIBIT Z**

THIS AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE LESSEE AND LICENSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Lease No. –  
LaGuardia Airport

**CONSENT TO LICENSE AGREEMENT**

THIS AGREEMENT, made as of \_\_\_\_\_ 20\_\_\_\_, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called “the Port Authority), a body corporate and politic, created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America and having an office at 225 Park Avenue South, in the Borough of Manhattan, City, County and State of New York, and

(hereinafter called “the Lessee”) and

(hereinafter called the “Licensee”) a corporation organized and existing under the laws of \_\_\_\_\_ having an office at \_\_\_\_\_

, whose representative is \_\_\_\_\_.

WITNESSETH, That:

WHEREAS, the Port Authority and the Lessee have heretofore entered into an agreement of lease identified above by Port Authority Lease Number \_\_\_\_\_ (which agreement of lease, dated as of \_\_\_\_\_, 20\_\_\_\_, as the same may have been supplemented and amended, is hereinafter called “the Lease”) covering premises at LaGuardia Airport (hereinafter referred to as “the Airport”); and

WHEREAS, pursuant to the applicable provisions of the Lease, the Lessee and the Licensee have entered into a license agreement, a copy of which is attached hereto and made a part hereof (hereinafter called “the License Agreement”) granting permission to the Licensee to use and occupy all or a portion of the premises under the Lease (such portion being hereinafter referred to as “the licensed premises”) to operate a multi-fuel vehicle service station, convenience store and towing service and the Lessee has requested the consent of the Port Authority to the Lessee entering into the License Agreement; and

WHEREAS, the Port Authority is willing to consent thereto on certain terms and conditions as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Licensee hereby agree as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the License Agreement.

2. Notwithstanding any provision of the License Agreement to the contrary, both this Consent and the License Agreement shall terminate, without notice to the Lessee or the Licensee, on the day preceding the earliest to occur of the dates of expiration, revocation or earlier termination of the Lease, or on the date of the expiration or earlier termination of the License Agreement, on the effective date of any revocation of this Consent by the Port Authority or on such earlier date as the Lessee and the Licensee may agree upon. The Licensee shall cease its use and occupancy of the licensed premises and shall quit such area and remove its property and property for which it is responsible therefrom on or before the expiration or earlier revocation or termination of the period of the permission granted with respect to the use thereof.

3. If the Lessee shall at any time be in default under the Lease, the Licensee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent or affect the Port Authority's rights and remedies thereunder, but all such payments shall be credited against the obligations of the Lessee or of the Licensee, as the Port Authority may determine for each payment or part thereof.

4. In any case of any difference between the provisions of the Lease or this Consent and those of the License Agreement, the provisions of the Lease or of this Consent, as the case may be, shall be controlling, it being the intention of the Port Authority merely to permit the exercise of the Lessee's rights (to the extent permitted by the License Agreement and this Consent) by the Licensee and not to enlarge or otherwise change the rights granted by the Lease. All of the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect. No alterations to the licensed premises shall be made under the License Agreement or otherwise without the prior written approval of the Port Authority.

5. Neither this Consent nor anything contained herein nor the consent granted hereunder shall constitute or be deemed to constitute a consent to, nor shall they create an inference or implication that there has been consent to, any enlargement, variation or change in the rights and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring any rights, powers or privileges to the Licensee as may be provided by the License Agreement if not granted to the Lessee under the Lease, nor shall they impair or affect any of the duties, liabilities and obligations imposed on the Lessee under the Lease. The License Agreement is an agreement between the Lessee and the Licensee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein nor the consent granted hereunder shall constitute an agreement between the Port Authority and the Lessee that the provisions of the License Agreement shall apply and pertain as between the Lessee and the Port Authority, it being understood that the terms, provisions, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative. The specific mention of

or reference to the Port Authority in any part of the License Agreement, including without limitation thereto any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall hereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that the Port Authority's discretion as to granting any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provision of the License Agreement to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required.

No provisions of the License Agreement, including but not limited to those imposing obligations on the Licensee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the License Agreement covering action which may be undertaken by the Lessee or the Licensee including but not limited to those involving signs, construction, insurance, assignment and subletting, be deemed to imply or infer that Port Authority consent or approval thereto has or will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this Paragraph to specific matters and provisions as contained in the License Agreement shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to granting or withholding approvals or consents as to other matters and provisions in the License Agreement which are not specifically referred to herein.

6. The Licensee, in its operations under or in connection with the License Agreement and its use of the licensed premises, agrees to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease. Without limiting the generality of the foregoing, the Licensee shall use the licensed premises as a multi-fuel vehicle service station and towing service and for no other purpose whatsoever.

7. (a) Without in any wise affecting the obligations of the Lessee under the Lease and under this Consent and notwithstanding the terms and provisions of the License Agreement, the Licensee shall make repairs and replacements as if it were the Lessee under the Lease. In addition, the Licensee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from and against (and shall reimburse the Port Authority for its costs and expenses including attorney's fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Licensee or out of its operations under the License Agreement or at the licensed premises, or out of the use or occupancy of the licensed premises by the Licensee or by others with its consent, or out of any other acts or omissions of the Licensee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and others who are doing business with the Licensee at the licensed premises, or out of any other acts or omissions of the Licensee, its officers and employees at the Airport, including claims and demands of the City of New York (hereinafter "the City") from which the Port Authority derives its right in the Airport, for indemnification,

arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City against claims. However, all acts and omissions of the Licensee shall be deemed to be acts and omissions of the Lessee under the Lease and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Licensee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) In addition to the insurance required to be maintained by the Lessee under the Lease, the Licensee during the period the License Agreement shall remain in effect shall in its own name as insured and including the Port Authority, the Lessee and the City as additional insureds obtain, maintain and pay the premiums on a policy or policies of commercial general liability insurance, including, but not limited to products liability, premises-operations and completed operations, and covering bodily injury, including death, and property damage liability, and garage liability (with automobile hazard 2 coverage), garage keepers legal liability, none of the foregoing to contain care, custody or control exclusions (endorsed to include all risks of physical loss and damage including lift collision coverage and collision upset coverage in limits sufficient to cover vehicles and other property in the care, custody and control of the Lessee), and comprehensive automobile liability insurance covering owned, non-owned and hired vehicles, and including automatic coverage for newly-acquired vehicles, and all applicable requirements for underground storage tanks including the Federal Financial Responsibility Requirements, in limits not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such policy or policies shall include Environmental Impairment Liability insurance coverage in limits not less than \$2,000,000 combined single limit per occurrence. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Licensee thereunder with respect to any claim or action against the Licensee by a third person shall pertain and apply with like effect with respect to any claim or action against the Licensee by the Port Authority, the Lessee, the City or any two or all of them, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority, the Lessee and the City as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protections afforded the Port Authority, the Lessee, the City or any two or all of them, thereunder as additional insureds with respect to any claim or action against the Port Authority or the Lessee, or both, by the Licensee shall be the same as the protections afforded the Licensee thereunder with respect to any claim or action against the Licensee by a third person as if the Port Authority and the Lessee were the named insureds thereunder. Further, the said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Licensee under subparagraphs (a) and (b) hereof.

Without limiting the provisions hereof, in the event the Licensee maintains the foregoing insurance in limits greater than aforesaid the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all the terms and provisions hereof.

All insurance coverages and policies required under this Paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period the License Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance, in such amounts or against such other insurable hazards, as the Port Authority may deem advisable and the Licensee shall promptly comply therewith.

(d) As to the insurance required by the provisions of this Paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by the Lessee to the Port Authority within fifteen (15) days after delivery of this Consent to the Port Authority. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the License Agreement. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Licensee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

8. (a) The Licensee agrees that it will conduct a first-class operation, will furnish all fixtures, equipment, personnel (including licensed personnel as necessary or as required by law), supplies, materials and other facilities and replacements necessary or proper therefor and shall maintain its fixtures, equipment and personal property in the licensed premises in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

(b) Nothing herein contained shall relieve the Lessee of its obligations to secure the Port Authority's written approval before permitting the Licensee to install any fixtures in or upon or making any alterations, decorations, additions or improvements in the licensed premises.

9. The Licensee shall daily remove from the Airport by means of facilities provided by the Licensee all garbage, debris and other waste material arising out of or in connection with its operations.

10. This Agreement and the consent granted hereunder may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and the Licensee and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the permission granted the Licensee with respect to the use and occupancy of the licensed premises and the License Agreement shall be deemed terminated thereby and upon such termination the Lessee shall cause the Licensee to be removed from the licensed premises.

11. The granting of this Consent by the Port Authority shall not be deemed to operate as a waiver of the rights of the Port Authority, or of the requirement for consent to any subsequent license agreement (by the Lessee or by the Licensee) or to any assignment of the Lease, of the License Agreement or of any rights under either of them, whether in whole or in part.

12. References herein to the "Lessee" or the "Licensee" shall mean and include each of the Lessee and the Licensee, their respective officers, agents, employees and also others at the licensed premises or the Airport with the consent of either the Lessee or the Licensee.

13. The Lessee and the Licensee hereby represent to the Port Authority that they have complied with and will comply with all laws, governmental rules, regulations and orders which as a matter of law are applicable to or which affect the operations of the Lessee and the Licensee under the Lease or its or their use of the licensed premises. The obligation of the Lessee and the Licensee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

14. The Licensee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Licensee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by such subpart. The Licensee assures that it will require that its covered suborganizations provide assurances to the Licensee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

15. The License Agreement shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

16. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Licensee under any term or provision of this Consent or because of its execution or because of any breach or alleged breach thereof.

ATTEST:

THE PORT AUTHORITY OF NEW YORK  
AND NEW JERSEY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Title \_\_\_\_\_ President  
(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Title \_\_\_\_\_ President  
(Corporate Seal)



(Licensee Acknowledgment)

STATE OF                    )  
                                  )ss.:  
COUNTY OF                )

On the day of        in the year 20                before me, the undersigned, a Notary Public in and for said state, personally appeared 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 acknowledged that he executed the same in his capacity as for the Port Authority of New York and New Jersey, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Seal or Stamp)

---

(Signature of Notary Public)

**EXHIBIT D**

**PA CUSTOMER CARE STANDARDS**



THE PORT AUTHORITY OF NY & NJ

Kennedy · Newark Liberty · LaGuardia · Stewart  
Teterboro · Downtown Manhattan Heliport

# Customer Care

## Airport Standards Manual



Fifth Edition • July 2008





**THE PORT AUTHORITY OF NY & NJ**

*William R. DeCota*  
Director

July 2008

To our Airport Partners:

Almost ten years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program continues to be our Airport Standards and I am pleased to share with you this 5th Edition of the Airport Standards Manual—Customer Care Standards that have been developed in cooperation and assistance from you, our Airport Partners.

The overall objective of our Customer Care Program is to improve the customer experience at the Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the ultimate quality our customers' experience.

This updated edition also includes some basic standards for cargo services as a start to evolving a Cargo Care Program. These standards will form the baseline of our performance measurement program under development for the cargo business at our airports. The cargo standards will evolve with the assistance and partnership of our cargo partners as we move forward to measure and monitor performance in all areas of the airport experience.

As a team and airport community, we have made tremendous progress with our customers over the years, as our customers have recognized improvements year over year and have become more delighted and pleased with the services provided by all of us. But improvement only comes with conscientious effort and determination. Through the Customer Care Program, we have offered customer care training to all airport employees; we utilize a bi-weekly mystery shopping program, a semi-annual facility quality assurance inspection program as well as our annual customer satisfaction survey. As we listen to our customers and partners, we seek to implement best industry practices as we jointly develop the "Airport of the Future" using tested and new technologies and comply with ever changing government regulations. This manual is another tool in this toolkit of performance enhancement strategies and I recommend you employ its contents in your daily operation, and ensure that all your employees and contractors are familiar with its guidelines and requirements.

We at The Port Authority of New York and New Jersey want to thank you and the many people who work together at the airports everyday to provide a positive and affirming experience for our customers. With your continued support and our joint commitment, we believe that Customer Care will continue to thrive at our airports.

Sincerely,

Lysa C. Scully  
Assistant Director  
Customer, Cargo, Concessions & Airport Services  
Aviation Department



*Aviation Department*  
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*New York, NY 10003*

---

# *Customer Care*

## *Airport Standards Manual*

John F. Kennedy International Airport

Newark Liberty International Airport

LaGuardia Airport

Stewart International Airport

Teterboro Airport

Downtown Manhattan Heliport

**Prepared and Published by**

The Port Authority of New York & New Jersey – Aviation Department  
Customer, Cargo, Concessions & Airport Services Division

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### ***Airport Standards Manual***

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual (ASM)—Customer Care Standards for the benefit of all airport customers. The ASM serves as the primary document outlining the customer care and service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards focus on the elements of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by analysis of customer surveys and other customer feedback mechanisms. The Standards fall under three broad categories:

- Customer Care (including cargo);
- Signing and Wayfinding;
- Terminal Planning and Design Standards (Passenger and Cargo Facilities)

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

#### **I. PURPOSE**

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the ASM—Customer Care Standards for the benefit of all airport customers. The Port Authority's objective is to maximize utilization of the ASM as one tool to effectively manage customer care.

This ASM defines *Customer Care Standards* and the *Airport Performance Measurement Program*. It is made available to all partners. Hence, it is expected that the Port Authority and all employers on the airports *will strive to meet or exceed these standards*.

The ASM will continue to evolve and grow to meet the demands of our customers through changes in operating procedures, facilities, government regulations and the introduction of technology by the aviation industry.

#### **II. THE STANDARDS**

The *Customer Care Standards* focus on the most salient elements of airport services and facilities that impact customer care satisfaction.

Separate publications promulgate several design-related standards, such as:

- "Adequate" or "Sufficient" lighting standards that conform to the **illuminating Engineering Society of North America (IES-NA) Lighting Handbook, 8th Edition, Section 11** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.
- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards**, including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to **Tenant Alteration Application (TAA) Procedures and Standards Guide** reviews and subsequent addenda.
- All Airport Partners must adhere to the **Airport Rules and Regulations**.

The Customer Care Standards implemented at Port Authority airports are measured and reviewed regularly against best industry practices to gauge the need for changes or augmentation. The measurement process includes, but is not limited to customer surveys, mystery shopping, facility quality assurance evaluations, focus groups and other data gathered for the Port Authority.

This edition of the ASM introduces a set of cargo standards and performance measures for specific areas. Focusing on the areas that most impact our cargo customers, these initial standards will continue to evolve through the assistance and cooperation of our air cargo business partners.

Given that the standards evolve over time, the enumeration and numbering of these standards within the ASM may differ from prior ASM editions due to modifications, additions or deletions of standards. A designation at the end of each of the standards, where applicable, indicating whether the standard is a **high or routine priority**. **High priority standards** typically require capital intensive or long-term solutions or are possible life-safety issues. **Routine priority standards** are cleanliness, maintenance or conditional issues that may be immediately remedied via currently available staff and equipment without impeding customers or causing life-safety concerns. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered **high** in nature.

### **III. IMMEDIATE ACTION ITEMS**

Certain aspects of the Mystery Shopping and Quality Assurance Facility Evaluation process are deemed to be **"Immediate Action Items,"** requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness/indifference to customers**
- **Excessive disrepair**

If Mystery Shoppers/Q.A. Facility Evaluators witness any of these conditions they will immediately notify the proper airport contacts to call:

- EWR: 973-961-6154
- JFK: 718-244-8158
- LGA: 718-533-3700

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## ***Airport Performance Measurement Program (APMP)***

### **I. SERVICE COMMITMENT**

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer care regardless of who provides the service. More specifically, the APMP is designed to:

- 1) Recognize **“Satisfactory”** performance by Partners who continue to improve customer satisfaction.
- 2) Provide a useful management tool to identify to Partners the areas that **“Needs Improvement.”**
- 3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM)—Customer Care Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas.

Commitment to upholding the standards is essential for providing quality customer care. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner’s performance is considered to be **“Satisfactory”** when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner’s level of commitment and compliance to the ASM. Customer satisfaction is useful in measuring the customers’ perceptions about each Airport’s services, but does not directly evaluate a Partner’s commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing the ASM; yet this may not be reflected in the Partner’s level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner’s commitment, must be measured and evaluated together to determine a Partner’s true effectiveness and the effect the ASM—Customer Care Standards and the APMP have on customer care.

### **II. OBJECTIVES**

The overall objective of the APMP is to improve the quality of customer care offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the quality of customer care.

Where the ASM—Customer Care Standards defines good customer care, the APMP defines performance measurement and provides a management tool to recognize **“Satisfactory”** performance and to monitor actions taken to address areas that **“Needs Improvement.”**

By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of the commitment necessary for quality airport customer care.

The APMP also outlines how **“Scorecards”** are developed and explains the method used in periodically determining each Partner’s performance. The Scorecard is the measure of a Partner’s performance in a specific area. The Scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping and quality assurance facility evaluations.

### III. METHODOLOGY

This section proposes a general framework for a quantitative strategy to:

- (1) Measure Partners’ performance.
- (2) Provide an objective means for recognizing **“Satisfactory”** performance.
- (3) Monitor actions required by Port Authority staff and Partners in areas that **“Needs Improvement”** that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer care and provides a recommended strategy for assessing Partners’ performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Care process used to develop the ASM Customer Care Standards and to integrate them with the APMP. There are three major components to the development of the APMP:

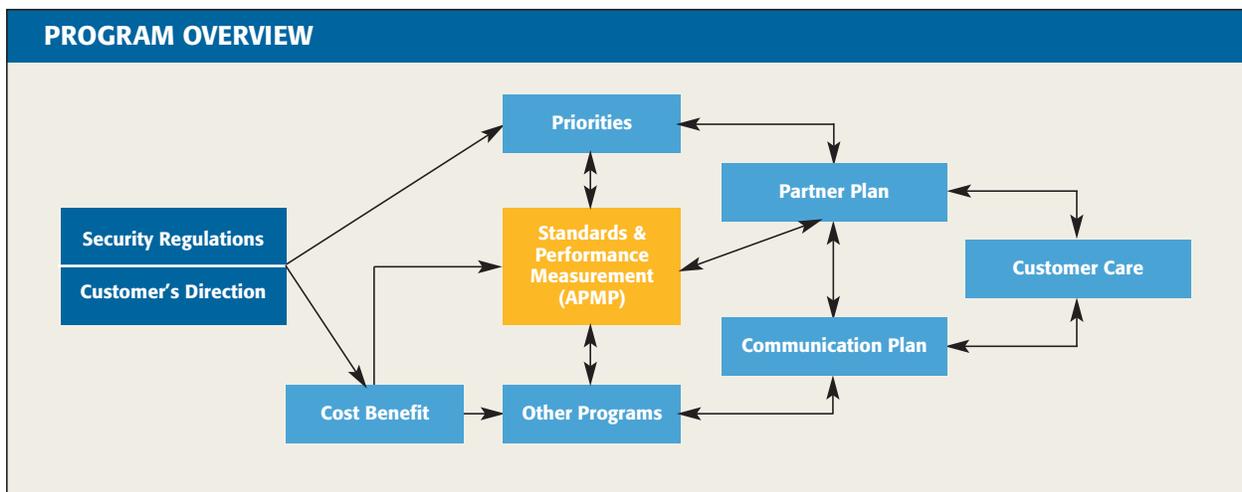


Figure 1

**1. Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer care management tool. See page 1.

**2. Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer care through several actions including, but not limited to, Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

**3. Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Care Standards, Signing and Wayfinding Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

### **A. Monitoring Tools**

The Port Authority has developed a quantitative performance measurement strategy that measures Partners' performance. By limiting the data measurement tools to a few key sources rather than a multitude of sources that employ different collection techniques and scoring methodologies, the Port Authority and its Partners can focus on a few critical metrics. Mystery shopping, quality assurance facility evaluations, and additional non-survey data collection, all monitor Partners' performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer care:

**1. Customer Satisfaction Survey**—The annual Customer Satisfaction Survey conducted in the spring (May /June) quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen departing passengers in the gate hold lounges and arrival passengers in the Baggage Claim area, curbside and at AirTrain platform entrances (EWR only) are asked to rate various service and facility attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers assigning a rating of 8 to 10 are deemed to be "highly satisfied." A satisfaction score is obtained by dividing the number of passengers who are highly satisfied with the service/facility by the total number of passengers polled.

**2. Mystery Shopping**—The mystery shopping is conducted semi-monthly and its report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of “0” if the service meets the Standard or “1” if it does not meet the Standard. The results are then totaled and a corresponding percentage “Gap to Acceptability” (defined as the percentage of standards measured that are deemed deficient) is reported for each Partner. This method of data collection provides some measure of Partner performance for all of the service standard categories.

MYSTERY SHOP SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/3/2007				
Previous Evaluation:	3/7/2007				
	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

**3. Quality Assurance Facility Reports**—Quality assurance facility reports, **Figure 3**, provide summarized routine and *high priority* deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of “0” if the standard is met or “1” if it does not meet the standard. *Routine* deficiencies are quick fixes identified with mostly cleaning or management issues, while *high priority* deficiencies are those addressing condition and functionality and are more likely to be capital intensive and/or long term fixes. The high and routine deficiencies identified through quality assurance facility evaluations are then totaled and distributed to all partners for follow up actions.

QUALITY ASSURANCE FACILITY SUMMARY REPORT					
Property Number:	EWR-TO				
Property Name:	Newark Terminal Operator – PA				
Date of Evaluation:	4/11/2007				
Previous Evaluation:	11/9/2006				
	Standards Missed	Standards Evaluated	Previous Score	High	Routine
TERMINAL	259	1775	100	30	229
CURBSIDE DEPARTURE	13	25	N/A	1	12
Curbside Departure – Terminal B	13			1	12
Standards of Cleanliness	5			0	5
Standards of Condition	6			1	5
Standards of Functionality	2			0	2
Signs, Directions, and Information	0			0	0

Figure 3

**4. Additional Data Collection and Partners' Information**—This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. Two areas where measurement began in 2008 are as follows:

- Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.
- Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.
- Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.
- Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.
- Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.
- Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

## **B. Setting Practical Targets**

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed semi-monthly and will be supplemented with periodic quality assurance facility evaluations and data collection. These two monitoring sources will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual quality assurance facility reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, quality assurance facility evaluations and/or other data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random quality assurance facility evaluations for cleanliness, condition and functionality based on the ASM—Customer Care Standards. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff quality assurance facility evaluations.

For Port Authority contractors, performance over the entire contract period will be taken into account. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor’s scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

#### IV. SCORECARDS

**Scorecards** contain an overview of the grading system and the performance targets for several areas. **Performance targets** have been set within each scorecard based on achievable scores from previous surveys, mystery shops or quality assurance facility evaluations (see subsequent section on **Performance target Definitions**). Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established. The Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures, and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target. The measurement of performance for some areas may be based upon one or a combination of measurement sources.

Using these results, the Port Authority can provide recognition for continued high-level **Satisfactory** performance or enact remedial actions (e.g., contract renegotiation or termination) for continued under-performance for areas that **Needs Improvement**.

**Figure 4** illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

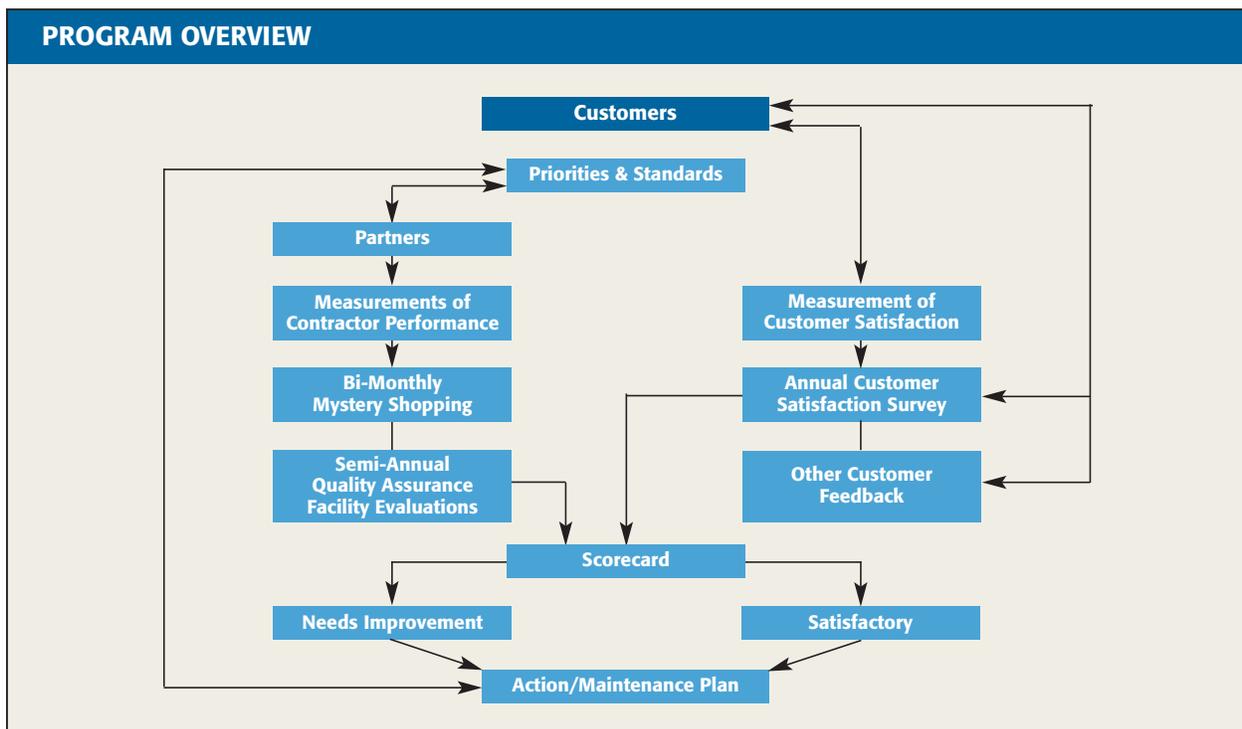


Figure 4

There are two categories of contractors—those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines. In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Needs Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of third-party partner's performance.

### **A. Applicable Airport Elements**

The following is a list of existing scorecards measuring courtesy of employees:

- Concessions (retail, food & beverage)
- Security Screening
- Departure Curbside
- Welcome Centers including Customer Care Representatives
- Parking Lot and Garage Services
- Taxi Dispatch
- On Airport Bus

The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:

- |                                       |                                 |
|---------------------------------------|---------------------------------|
| Concessions (retail, food & beverage) | Taxi Dispatch Service           |
| Flight Check-in Areas                 | AirTrain Stations/Vehicles      |
| Parking Lots and Garage Services      | On-Airport Bus                  |
| Gate Lounges                          | Restrooms                       |
| Security Screening                    | Corridors/Walkways/Elev./Escal. |
| Departure Curbside                    | Arrival Curbside                |
| Baggage Claim Area                    | Welcome Centers                 |

The following is a list of wait or process times and what functions they are collected for:

- |                         |                       |
|-------------------------|-----------------------|
| Bag Claim               | Taxi Dispatch Service |
| Check-in                | Parking Lot Exit      |
| TSA Security Checkpoint | CBP US Entry          |

## **B. Performance Target Definitions**

The **Performance Target Definition** for Customer Satisfaction and Mystery Shopping that appears in each Scorecard is uniformly calculated for any airport element being evaluated:

- **Customer Satisfaction Performance Target (Range)**

**It is based on the average of the highest departure passenger satisfaction score from each airport for the airport element being evaluated. This average serves as the highest value of the performance target range. By subtracting 5 percentage points from the upper bound, we obtain the lowest value of the range. The Performance Target will never be more lenient (lower) than the prior year's target range.**

- **Mystery Shopping Performance Target**

It is based on a rolling 6-month average of the mystery shopping deficiency counts for a given airport element from each airport. The lowest deficiency count for each airport is then averaged to become the Performance Target. The Performance Target will never be more lenient (**higher**) than the prior year's target.

The **Performance Target Definition** for the Quality Assurance Facility Evaluation varies depending on the airport element measured.

- **Quality Assurance Performance Target**

It is based on the average number of deficiencies allowable per measurement unit. It is calculated as a ratio of the number of deficiencies to number of units across all terminals or applicable areas at the airports. The Performance Target will never be more lenient (**higher**) than the prior year's target.

**The measurement unit and allowable deficiencies varies by the airport element being evaluated and are subject to change. The current unit definitions are listed below:**

- Restrooms: Fixtures (toilet stalls, urinals and sinks). *One deficiency allowable for approximately every 8 fixtures.*
- Gates: Square footage. *One deficiency for approximately every 8,400 sq. ft. of gate space.*
- Flight Check-in Area: Square footage. *One deficiency for approximately every 2,700 sq. ft. of check-in space.*
- Concessions: Square footage. *One deficiency for approximately every 1,400 sq. ft. of concessions space.*
- Screening Area: Number of security lanes. *One deficiency for approximately every 2 security lanes within the screening area.*

## ***Airport Performance Measurement Program (APMP)*** (continued)

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- Baggage Claim: Square footage. *One deficiency for approximately every 4,400 sq.ft. of baggage claim space.*
- Departure Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of departure curbside space.*
- Arrival Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of arrival curbside space.*
- Corridors/Walkways/Elevators/Escalators: Number of Corr/WW/Elev/Escal. *One deficiency for approximately every 3 Corridor/Walkway/Elevator/Escalator units.*
- Welcome Centers: Number of Welcome Centers. *1.5 deficiencies per Welcome Center.*
- Parking Lot and Garage Services: Number of parking spaces at lots/garages. *One deficiency allowable for approximately every 340 parking spaces.*
- Taxi Dispatch Service: Number of taxi dispatches. *Two deficiencies for each taxi dispatch booth.*
- On-Airport Buses: Number of buses in operation during peak periods. *One deficiency per bus.*
- AirTrain Stations: Square footage. *One deficiency allowable for approximately every 4,600 sq. ft. of station area.*
- AirTrain Vehicles: Number of vehicles in operation during peak periods. *One deficiency for every 12 vehicles.*

For all three monitoring tools (Customer Satisfaction, Mystery Shopping and Quality Assurance Facility Evaluation) the Actual Performance is compared against the Performance Target. If the Actual Performance is THE SAME OR BETTER than the Performance Target, the result is **Satisfactory**. If the Actual Performance is WORSE than the Performance Target, the result is **Needs Improvement**.

**C. Scorecards Descriptions & Methodology**

- A Sample **Needs Improvement** Scorecard [Figure 5]

2007 PERFORMANCE MEASUREMENT SCORECARD—GATE AREA							
Terminal XYZ – Airport Y							
Gates	Gate Sq. Ft.	Avg. Mvmt. Per Day	Avg. Mvmt. Per Gate Per Day	Outbound Pax. 12 Months Ending June 2007	Avg. Sq. Ft. Gate Area	Sq. Ft. Average Daily Pax	IATA Level of Service
38	43,500	457	13	6,949,150	1,145	2.3	F
		Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)	
		Overall		Condition		Standards Missed - All Items	
Timeframe		Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007	
Actual Score		38		4		51	
Performance Target (PT)		53-58		2		29	
Specific Results		Needs Improvement		Needs Improvement		Needs Improvement	
Overall Progress Since 2006	<p>Customer Satisfaction Score increased 1% point, remaining at Needs Improvement                      Mystery Shopping Deficiencies increased 1 point, remaining at Needs Improvement                      Quality Assurance Deficiencies unchanged, remaining at Needs Improvement</p>						
<b>Notes/Recommendations</b>							
<ul style="list-style-type: none"> <li>• Cleaning up the terminal/gate areas, improving/upgrading facilities, offering more comfortable seating, a larger gate area to reduce crowding, more frequent updates when there are delays, better lighting, more WiFi connections, more electrical outlets and more entertainment options are all key items that air passengers say needs attention in order to improve their rating of the terminal. Comfortable seating, cleanliness/condition of the gate area and concessions offerings near the gate area are rated lower than other gate elements, more so among business travelers.</li> <li>• Remove heavy accumulation of dust at ceiling vents/fixtures, everywhere. More frequent cleaning of gate areas needed, especially during peak times (paper/food/ debris/residue on floor/seats, windows smeared/smudged and debris on window sills at many gates, phones have adhesive residue and dust -- C9 phone bank damaged).</li> <li>• Replace all damaged and/or missing ceiling tiles (present at most gates), ceiling damaged at A2, D10, HVAC cover damaged at C3). Repair scuffed/scratched/scraped/ gouged walls/columns/doors in all concourses (e.g., wall vinyl curling/damaged at A7/ B1/ B3/C2/D1 outlet covers missing at A6, walls gouged at A1).</li> <li>• Clean carpet in all gate hold areas to remove stains; also repair torn/worn/damaged carpet/floor at A2/A3 – trim strip missing, A7 – carpet taped and matted, stairs worn at B5A, B7 &amp; B8.</li> <li>• Some seating torn at A5-6, B1, B2, B7, C2, C4-6, D2, D6. Counters/podiums chipped/worn at most gates, some also have adhesive residue (graffiti on C5 jetway counter).</li> <li>• Many non-working ceiling lights and/or missing light covers (e.g., A1, B4, C1-3, C5-6, C11). Lighting insufficient relative to IES standards at gates A5, B1-3, C10-11, D1-10.</li> </ul>							

Figure 5

**Airport Performance Measurement Program (APMP)** (continued)

- A Sample **Satisfactory** Scorecard [Figure 6]

2007 PERFORMANCE MEASUREMENT SCORECARD—DEPARTURE CURBS							
Terminal ABC							
#Curbside Check-in Locations	Outbound Domestic Passengers 12 Months Ending June 2007		Outbound International Passengers 12 Months Ending June 2007		Curbside		
	%	Total #	%	Total #	Total Sq. Ft.	Length	Width
4	41%	1,029,798	59%	1,494,324	25,650	855	30
OTHER INFORMATION							
	Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)		
	Condition/Cleanliness		Courtesy	Condition	Standards Missed		
Timeframe	Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007		
Actual Score	62		1		2		13
Performance Target (PT)	60-65		1		3		17
Specific Results	Satisfactory		Satisfactory		Satisfactory		Satisfactory
Overall Progress Since 2006	<p><u>Customer Satisfaction Score</u> increased 5% point, remaining Satisfactory.</p> <p><u>Mystery Shopping Deficiencies</u> changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory.</p> <p><u>Quality Assurance Deficiencies</u> increased 5 points, remaining Satisfactory.</p>						
Notes/Recommendations							
<ul style="list-style-type: none"> <li>• Passengers tell us that reducing the traffic congestion at the curbside is one way to improve their ratings of the terminal. International and leisure travelers are more satisfied with their departure curbside experience than others.</li> <li>• On most occasions, skycaps are attentive and offered a warm, friendly greeting, but on two occasions they were inattentive and unfriendly.</li> <li>• Roadways and walkways stained (also gum on walkways) and cracked in places. Terminal entry doorways had residue at bottom and small glass and frames are chipped/scratched. Windbreaker at doorway #3 needs cleaning; broken glass near doorway #2.</li> <li>• Skycap counters have adhesive residue and are scratched.</li> </ul>							

Figure 6

The Scorecards are created by the Aviation Department based on the information obtained through various measurement sources. The top portion of the Scorecard presents background information for the particular airport element being evaluated, providing a backdrop to better understand the airport environment that existed during the measurement cycle. The middle portion of the Scorecard presents current and trended ratings for the airport element being evaluated for the period under review. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. The bottom portion of the Scorecard highlights specific areas that should be addressed via capital planning improvements, customer care training programs, and discussions with contractor management regarding performance review and enhancement. Below is a description of how the targets are set for each of the measurement methods and interpretation of the results.

- **Customer Satisfaction Survey:** The customer satisfaction survey is conducted annually. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 53-58 percent. The gate areas (38%) are deemed unacceptable because its score is not within the acceptable range, thereby receiving a classification of **Needs Improvement**. **Figure 6** illustrates a scorecard in which all targets have been met or exceeded (62 is within the range 60-65) and therefore performance is rated as **Satisfactory**.
- **Mystery Shopping:** Mystery Shopping is performed semi-monthly, with each terminal being shopped twice per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops (i.e., deficiencies). The lower the number missed, the better the score. Each functional area's score for the six-month period preceding the issuance of the scorecard constitutes its "rolling average." The lowest "rolling average" score in each functional area from each airport is averaged to obtain the **Performance Target** score. To be considered Satisfactory, the area must equal or fall below the target. In **Figure 5**, the deficiencies (4) exceeds the Performance Target (2), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies for courtesies and condition (1 and 2, respectively) are equal to or less than the Performance Targets (1 and 3, respectively) and are deemed **Satisfactory**.
- **Quality Assurance Facility Evaluations:** The quality assurance facility evaluation is performed semi-annually. The scoring for the quality assurance facility evaluation is based on the number of standards missed (i.e., deficiencies). Much like mystery shopping, the goal is to have the lowest score possible. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement (for detailed information, please refer to the prior section entitled "**Quality Assurance Performance Target**"). By taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria, we calculate the quality assurance facility evaluation **Performance Target** score. This provides a pro-rated score that is applied to each terminal or location to assess its performance relative to the rest of the airports. The total number of deficiencies is summed and divided by the total number of units across the airports providing a "per unit" number of acceptable deficiencies. This score is then multiplied by the number of units per functional area to determine the target number (upper limit) of deficiencies. In **Figure 5**, the deficiencies (54) exceeds the **Performance Target** (29), thereby receiving a classification of **Needs Improvement**. In **Figure 6**, actual deficiencies (13) falls under the Performance Target (17) and is deemed **Satisfactory**.

## **1.0 - Employee Attitude, Appearance, Awareness and Knowledge**

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All airport employees are required to be courteous and helpful at all times with every customer and other employees. **All standards in this section are high priority.**

### **Standards of Employee Attitude, Appearance, Awareness and Knowledge**

All employees will meet or exceed the following standards:

#### **1.1 Attitude, all employees shall:**

- 1.1.1 Greet all customers in a friendly and professional manner.
- 1.1.2 Address customers proactively—be friendly and approachable—anticipate customer's needs. Customers and passengers shall not have to initiate contact.
- 1.1.3 Display a smile and eye contact towards passengers and fellow employees at all times.
- 1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.
- 1.1.5 Be capable of communicating clearly when in contact with customers.
- 1.1.6 Refrain from using foul or inappropriate language at any time.
- 1.1.7 Use a proper and courteous vocabulary and a pleasant tone of voice with customers and fellow employees.
- 1.1.8 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.
- 1.1.9 Focus on customers and not gather in a group to chat while on duty.
- 1.1.10 Not eat, drink, (including alcoholic beverages), chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.
- 1.1.11 Assure that the customers' needs are met by providing or calling for the appropriate services.
- 1.1.12 Not nap or sleep while on duty or in a public area.
- 1.1.13 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

**1.2 Appearance, all employees shall:**

- 1.2.1 Be well groomed, clean and present a professional appearance.
- 1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.
- 1.2.3 Wear nametags and/or official identification that is visible to the public at all times.
- 1.2.4 Wear clean, neat and pressed uniforms including appropriate footwear while on duty.
- 1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

**1.3 Awareness, all employees shall:**

- 1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.
- 1.3.2 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.
- 1.3.3 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.
- 1.3.4 Ensure that all AOA doors and gates are closed properly after each use.
- 1.3.5 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport-issued identification card each time they enter the AOA or SIDA.
- 1.3.6 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.
- 1.3.7 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.
- 1.3.8 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.
- 1.3.9 Report any item or area that is in need of repair to the appropriate airport representative.
- 1.3.10 Report any alarm for security or fire to the Port Authority Police or other law enforcement personnel through the appropriate airport protocol.
- 1.3.11 Report the illegal solicitation of ground transportation services by unauthorized personnel ("Hustlers") to the Port Authority Police.

**1.4 Knowledge, all employees shall:**

- 1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.
- 1.4.2 Convey accurate information using clear and understandable terms.
- 1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.
- 1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.
- 1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)
- 1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

## **2.0 - Curbside**

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### **Curbside General Requirements**

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Smoking receptacles shall be readily available on the curbside. {R}
- c) Skycap service shall be readily available where applicable. {R}

### **2.1 Standards of Cleanliness**

- 2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}
- 2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}
- 2.1.3 All glass shall be clean and free of streaks and smudges. {R}
- 2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}
- 2.1.6 Walls shall be clean and free of graffiti. {R}
- 2.1.7 Curbside check-in counters and self-service check-in kiosks shall be clean and organized, free of debris and baggage tape and without visible damage. {R}
- 2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}
- 2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

### **2.2 Standards of Condition**

- 2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}
- 2.2.2 Entrance and exit doors shall be maintained in good working order. {R}
- 2.2.3 All glass shall be in good condition with no visible damage. {R}
- 2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}
- 2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

## **2.0 – Curbside** (continued)

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- 2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}
- 2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}
- 2.2.10 Snow and ice shall be removed from walkways and roadways. {H}
- 2.2.11 Roadways shall be well maintained and free of potholes. {R}

### **2.3 Standards of Functionality**

- 2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}
- 2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}
- 2.3.3 Public address systems shall be clear and audible. {R}
- 2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}
- 2.3.5 All doors shall operate properly. {R}
- 2.3.6 All curbside computer equipment shall be in good working order. {R}
- 2.3.7 All baggage conveyor belts and curtains shall be in good working order with no visible broken parts. {R}

### **2.4 Signs, Directions, and Information**

- 2.4.1 Directional signs shall be visible, legible and accurate. {R}
- 2.4.2 Signs shall clearly indicate the location of services. {R}
- 2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}
- 2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **3.0 - Flight Check-In Areas**

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### **Flight Check-In Area General Requirements**

- a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}
- b) Trash receptacles shall be available in the airline check-in areas. {R}
- c) Flight Information Display Systems should be provided. {R}

### **3.1 Standards of Cleanliness**

- 3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}
- 3.1.2 Workspaces shall always appear uncluttered and organized. {R}
- 3.1.3 Seating shall be clean and free of stains. {R}
- 3.1.4 Windowsills shall be free of dust and debris. {R}
- 3.1.5 Windows shall be free of streaks and smudges. {R}
- 3.1.6 Wastebaskets shall be clean and not overflowing. {R}
- 3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}
- 3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 3.1.9 Floors shall be dry, free from spills and water. {H}
- 3.1.10 Ceilings shall be clean and free of dust. {R}
- 3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}
- 3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

**3.2 Standards of Condition**

- 3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}
- 3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}
- 3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}
- 3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}
- 3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}
- 3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}
- 3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}
- 3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 3.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 3.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}
- 3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}
- 3.2.13 Heating and air conditioning units shall be in good working condition. {R}
- 3.2.14 Stanchions, ropes and, “tensa barriers” shall be well maintained and in good repair. {R}
- 3.2.15 Employees’ personal belongings shall not be visible to customers. {R}

**3.3 Standards of Functionality**

- 3.3.1 Flight Information Display System (FIDS) monitors shall be in working order. {R}
- 3.3.2 Telephones shall be in working order. {R}
- 3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Terminal Ticket Counter – 45-foot candles.** {R}

### **3.0 – Flight Check-in Areas** (continued)

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- 3.3.4 Stanchions, ropes, “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 3.3.5 Public address system shall be clear and audible in the check-in area. {H}
- 3.3.6 All baggage conveyor belts shall be in working order with no visible broken parts. {R}
- 3.3.7 All self-service kiosks shall be in good working order with no visible broken parts. {R}
- 3.3.8 Check-in wait time shall not exceed ten (10) minutes during peak periods. {R}

#### **3.4 Signs, Directions, and Information**

- 3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}
- 3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}
- 3.4.4 Customers shall be informed in a timely manner of flight delays via Flight Information Display Systems (FIDS), through appropriate public announcements and other *e-methods* used by the industry. {R}

## **4.0 - Walkways/Corridors/Elevators/Escalators**

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### **4.1 Standards of Cleanliness**

- 4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}
- 4.1.2 Floors shall be dry, free of spills or water. {H}
- 4.1.3 Ceilings shall be clean and free of dust. {R}
- 4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}
- 4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}
- 4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 4.1.8 Heating and air conditioning units shall be clean and dust free. {R}
- 4.1.9 Water fountains shall be clean and free from debris and stains. {R}

### **4.2 Standards of Condition**

- 4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}
- 4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 4.2.3 All light fixtures shall be in working order with no visible broken parts. {R}
- 4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}
- 4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}
- 4.2.6 Elevator button lights and switches shall be in good condition. {R}

#### **4.0 – Walkways/Corridors/Elevators/Escalators** (continued)

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- 4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}
- 4.2.8 Water fountains shall have no visible broken parts. {R}
- 4.2.9 Corridors and walkways shall be free of obstructions. {R}
- 4.2.10 Heating and air conditioning units shall be in working order. {R}
- 4.2.11 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

#### **4.3 Standards of Functionality**

- 4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}
- 4.3.2 Elevator button lights and switches shall be operational. {R}
- 4.3.3 Public address system shall be in working order and audible from all areas. {H}
- 4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}
- 4.3.5 Water fountains shall be in good working order. {R}

#### **4.4 Signs, Directions, and Information**

- 4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}
- 4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}
- 4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}
- 4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## **5.0 - Passenger and Baggage Screening Areas**

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This standard will apply to both arriving and departing passenger and baggage screening areas, which are under the jurisdiction of the Transportation Security Administration (TSA) and Customs and Border Protection (CBP).

### **5.1 Standards of Cleanliness**

- 5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}
- 5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}
- 5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}
- 5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}
- 5.1.5 Ceilings shall be clean and free of dust. {R}

### **5.2 Standards of Condition**

- 5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}
- 5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}
- 5.2.6 Ceilings shall be free from stains and broken tiles. {R}
- 5.2.7 Sign frames, holders and stands shall be in good condition. {R}
- 5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}
- 5.2.9 Employee's personal belongings shall not be visible to customers. {R}

**5.3 Standards of Functionality**

- 5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery, bins and aids shall be maintained and in working order. {H}
- 5.3.2 Stanchions, ropes and “tensa barriers” shall be arranged in a neat and orderly fashion and not stored in public view. {R}

**5.4 Departure Screening Wait Times**

- 5.4.1 Queue time at the departing passenger screening areas on average shall not exceed ten (10) minutes. {H}
- 5.4.2 Queue time for passengers at the departing baggage screening areas on average shall not exceed ten (10) minutes. {H}

**5.5 International Arrivals Clearance Wait Times**

- 5.5.1 The United States Customs and Border Protection (CBP) has established one (1) hour, including wait time, as a standard for clearing formalities for passengers going through primary process. {H}

**5.6 Signs, Directions, and Information**

- 5.6.1 Internal notices shall not be displayed in public areas. {R}
- 5.6.2. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 5.6.3 Clear, visible and accurate signing shall be place at key decision points and consistent with Port Authority Signing and Wayfinding Standards. {R}
- 5.6.4 Only approved regulatory signs shall be used. {R}

## **6.0 - Restrooms**

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### **Restrooms General Requirements**

- a) Restrooms shall have sinks with soap dispensers. {R}
- b) All restrooms shall have sanitary seat covers available. {R}
- c) All stall doors must have door locks or latches. {H}
- d) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}
- e) All restrooms shall be equipped with an adequate number of trash receptacles to meet peak traffic flow {R}
- f) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

### **6.1 Standards of Cleanliness**

- 6.1.1 Floors shall be free of debris and stains and appear clean. {R}
- 6.1.2 Floors shall be dry, free of spills or water. {H}
- 6.1.3 Unpleasant odors shall not be detected. {R}
- 6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}
- 6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}
- 6.1.6 Entranceways and doors shall be clean and free of debris. {R}
- 6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}
- 6.1.8 Urinals shall be clean and free of debris. {R}
- 6.1.9 Tiles and walls shall be clean. {R}
- 6.1.10 Soap dispensers shall be clean and free of soap scum. {R}
- 6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}
- 6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 6.1.13 Sanitary dispensers shall be clean. {R}
- 6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

## **6.0 – Restrooms** (continued)

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- 6.1.15 Baby changing stations shall be clean. {R}
- 6.1.16 All walls, doors and partitions shall be clean. {R}
- 6.1.17 Ceilings shall be clean and free of dust. {R}
- 6.1.18 Countertops shall be clean and free of debris and pooling water. {R}

### **6.2 Standards of Condition**

- 6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}
- 6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}
- 6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}
- 6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}
- 6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}
- 6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}
- 6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}
- 6.2.8 Soap dispensers shall be in good condition. {R}
- 6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}
- 6.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}
- 6.2.12 Trash and sanitary receptacles shall be in good condition. {R}
- 6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}
- 6.2.14 All walls, doors and partitions shall be free of graffiti, scratches and peeling paint. {R}
- 6.2.15 Ceilings shall be free of cracks and stains. {R}

## **6.0 – Restrooms** (continued)

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- 6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}
- 6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

### **6.3 Standards of Functionality**

- 6.3.1 Public address system shall be clear and audible in the restroom areas. {H}
- 6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}
- 6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Restrooms – 23 foot-candles.** {H}
- 6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}
- 6.3.5 Toilets and urinals shall be in working order. {H}
- 6.3.6 Door locks and latches shall be in working order. {H}
- 6.3.7 Sink drains and faucets shall be in working order. {R}
- 6.3.8 Baby changing stations shall be in working order. {H}
- 6.3.9 Sanitary dispensers shall be filled and in working order. {R}
- 6.3.10 Soap dispensers shall be in working order and have soap available. {R}
- 6.3.11 Unpleasant odors shall not be detected. {R}

### **6.4 Signs, Directions, and Information**

- 6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}
- 6.4.4 If sanitary dispensers are not available in the restrooms, an appropriate sign in the restroom shall reflect the nearest place to purchase these items. {R}

## **7.0 - Gate Areas**

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### **Gate Areas General Requirements**

- a) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}
- b) Public address system shall be available in every gate area. {R}
- c) Flight Information Display Systems shall be available in or around the gate areas. {R}

### **7.1 Standards of Cleanliness**

- 7.1.1 Seating shall be clean and free of debris and stains. {R}
- 7.1.2 Windowsills shall be free of dust and debris. {R}
- 7.1.3 Windows shall be clean and free of streaks and smudges. {R}
- 7.1.4 Trash receptacles shall be clean and not overflowing. {R}
- 7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}
- 7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 7.1.7 Floors shall be dry, free of spills or water. {H}
- 7.1.8 Ceilings shall be clean and free of dust. {R}
- 7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}
- 7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}
- 7.1.11 Heating and air conditioning units shall be clean and dust free. {R}
- 7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}
- 7.1.13 Counters/podiums and kiosks shall be clean, uncluttered and free of debris. {R}
- 7.1.14 Advertising and display areas shall be clean and free of debris. {R}

### **7.2 Standards of Condition**

- 7.2.1 Seating shall be free of rips, tears and broken parts. {R}
- 7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}
- 7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

## **7.0 – Gate Areas** (continued)

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- 7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}
- 7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}
- 7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 7.2.7 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 7.2.8 All light fixtures shall be in working order with no visible broken parts. {R}
- 7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}
- 7.2.10 Heating and air conditioning units shall be in good working condition. {R}
- 7.2.11 Stanchions, ropes and “tensa-barriers” shall be in good working condition, with no visible damage or broken parts. {R}
- 7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.2.14 Cleaning supplies and equipment shall be stored out of customers’ view when not in use and closet doors kept closed. {H}

### **7.3 Standards of Functionality**

- 7.3.1 The Public Address System shall be clear and audible at all times. {H}
- 7.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards:  
**Gate Areas – 38 foot-candles.** {H}
- 7.3.3 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}
- 7.3.4 Telephones shall be in working order. {R}
- 7.3.5 Television monitors shall be clear, visible and in good working condition. {R}
- 7.3.6 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

**7.4      *Signs, Directions, and Information***

- 7.4.1      Signing shall be visible and adequate to direct customers to all services. {R}
- 7.4.2      Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 7.4.3      Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **8.0 - Retail Services**

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### **8.1 Standards of Cleanliness**

- 8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}
- 8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 8.1.3 Glass windows and display cases shall be clean. {R}
- 8.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}
- 8.1.5 All walls and columns shall be clean. {R}
- 8.1.6 Ceilings shall be clean and free of dust. {R}
- 8.1.7 Sales and cashier areas shall appear neat, organized and clean. {R}
- 8.1.8 Heating and air conditioning units and vents shall be clean and free of dust. {R}
- 8.1.9 Television monitors shall be clean and free of dust. {R}

### **8.2 Standards of Condition**

- 8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}
- 8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 8.2.3 Entranceways shall be in good condition, free of marks, scratches or any visible damage. {R}
- 8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}
- 8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 8.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}
- 8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}
- 8.2.10 Stock shall be stored out of view of customers and stored within one (1) hour of delivery. {R}

- 8.2.11 Ceilings shall not be stained or have any broken tiles. {R}
- 8.2.12 Employees' personal belongings shall not be visible to customers. {R}
- 8.2.13 Heating and air conditioning units shall be in good working order. {R}
- 8.2.14 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}

**8.3 Standards of Functionality**

- 8.3.1 In the event of flight delays, essential services shall remain open for passengers in the terminal after normal business hours. {H}
- 8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles.** {H}
- 8.3.3 Music system shall be in a clear and audible working condition with appropriately set volume level. {H}
- 8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}
- 8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

**8.4 Signs, Directions, and Information**

- 8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}
- 8.4.2 Operators shall prominently display "Street Pricing" signing. {R}
- 8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}
- 8.4.4 Tip receptacles are not permitted. {R}
- 8.4.5 Hours of operations shall be prominently displayed and fully observed. {R}
- 8.4.6 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}
- 8.4.7 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## **8.0 – Retail Services** (continued)

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- 8.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}
- 8.4.9 Retail areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}
- 8.4.10 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet. {R}
- 8.4.11 There shall be no unauthorized postings. {R}
- 8.4.12 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

### **8.5 Standards of Retail Employees**

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

- 8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}
- 8.5.2 Employees shall always offer customers a receipt and say “thank you” or an appropriate pleasant closing. {R}
- 8.5.3 Employees shall always give correct change. {R}
- 8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}
- 8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 8.5.6 Any complaints shall be dealt with promptly. {R}
- 8.5.7 Employees shall have appropriate knowledge of items being sold. {R}
- 8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

**8.6 Standards of Product**

- 8.6.1 All items shall be sold at “Street Prices” as defined in the lease/permit. {R}
- 8.6.2 Merchandise shall be attractively displayed. {R}
- 8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers’ needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}
- 8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}
- 8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}
- 8.6.6 All prices shall be clearly displayed. {H}
- 8.6.7 No items shall remain on shelves past expiration dates. {R}
- 8.6.8 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}
- 8.6.9 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

## **9.0 - Food & Beverage Services**

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### **9.1 Standards of Cleanliness**

- 9.1.1 All areas in the establishment shall be clean and well maintained. {R}
- 9.1.2 Debris shall be removed from tables and counters within two minutes. {R}
- 9.1.3 Area shall be free of unpleasant odors. {R}
- 9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 9.1.5 Entranceways and frames shall be free of smudges, dirt and grime. {R}
- 9.1.6 Ceilings shall be clean and free of dust. {R}
- 9.1.7 Glass windows and display cases shall be clean. {R}
- 9.1.8 All food used for display purposes shall be changed regularly. {R}
- 9.1.9 Sales and cashier areas shall appear organized and clean. {R}
- 9.1.10 Tray slides shall be clean. {R}
- 9.1.11 Trays shall be sanitized after every use. {H}
- 9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}
- 9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}
- 9.1.14 All visible cooking equipment shall be clean. {R}
- 9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 9.1.16 Heating and air conditioning units and vents shall be clean and free of dust. {H}
- 9.1.17 Television monitors shall be clean and free of dust. {R}

**9.2 Standards of Condition**

- 9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}
- 9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}
- 9.2.3 Entranceways and frames shall be in good condition, free of marks, scratches or any visible damage. {R}
- 9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}
- 9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}
- 9.2.6 Ceilings shall be free of stains and broken tiles. {R}
- 9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}
- 9.2.8 Packaging, shipping materials and delivery carts shall be removed within one (1) hour from all public areas. {R}
- 9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}
- 9.2.11 Employees' personal belongings shall not be visible to customers. {R}
- 9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}
- 9.2.13 Television monitors shall be clear, visible and in good working condition. {R}

**9.3 Standards of Functionality**

- 9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}
- 9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area—23 foot-candles.** {H}
- 9.3.3 Music system shall be clear and audible with appropriately set volume level. {H}

## **9.0 – Food & Beverage Services** (continued)

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9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

### **9.4 Signs, Directions, and Information**

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators shall prominently display “Street Pricing” signing. {R}

9.4.3 Tip receptacles are not permitted. {R}

9.4.4 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.5 Hours of operations shall be prominently displayed and fully observed. {R}

9.4.6 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.7 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.9 Food and Beverage areas under construction shall be provided with professional signs on barricades with an “opening date” whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.10 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.11 There shall be no unauthorized postings. {R}

### **9.5 Standards of Food and Beverage Employees**

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and “thank you” or an appropriate pleasant closing. {R}

## **9.0 – Food & Beverage Services** (continued)

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- 9.5.3 Employees shall always give correct change. {R}
- 9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}
- 9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}
- 9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}
- 9.5.7 Any complaints shall be dealt with promptly. {R}

### **9.6 Standards of Product**

- 9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}
- 9.6.2 Menus shall be well designed, clean and display the correct prices. {R}
- 9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}
- 9.6.4 No items shall remain on shelves past expiration dates. {H}
- 9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}
- 9.6.6 Hot food shall be delivered hot and cold food shall be delivered cold. {R}
- 9.6.7 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

## **10.0 - Baggage Claim**

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### **Baggage Claim General Requirements**

- a) Baggage carts shall be readily available at all cart racks at all times. {H}
- b) Public Address System (PAS) shall be available. {H}
- c) Information display on baggage belt shall be available. {R}

### **10.1 Standards of Cleanliness**

- 10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}
- 10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}
- 10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}
- 10.1.5 Ceilings shall be clean and free of dust. {R}
- 10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}
- 10.1.7 Seating shall be clean and free of stains. {R}
- 10.1.8 Windowsills shall be free of dust and debris. {R}
- 10.1.9 Windows shall be clean and free of streaks and smudges. {R}
- 10.1.10 Walls and columns shall have a clean appearance, free of dirt and marks. {R}
- 10.1.11 Conveyor curtains shall be clean and free of dirt and debris. {R}

### **10.2 Standards of Condition**

- 10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}
- 10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 10.2.4 Heating and air conditioning units shall be in good working condition. {R}
- 10.2.5 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

## **10.0 – Baggage Claim** (continued)

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- 10.2.6 Seating shall be free of rips, tears and broken parts. {R}
- 10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}
- 10.2.8 Windows shall be in good condition, free of scratches or marks. {R}
- 10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}
- 10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}
- 10.2.11 All light fixtures shall be in working order with no visible broken parts. {R}
- 10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}
- 10.2.13 Conveyor curtains shall be in good condition free of rips, tears and broken parts. {R}

### **10.3 Standards of Functionality**

- 10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}
- 10.3.2 The Public Address System shall be clear and audible. {H}
- 10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}
- 10.3.4 Television monitors shall be in good working condition. {R}
- 10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles.** {H}
- 10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}
- 10.3.7 Speed of arrival baggage delivery shall be consistent with industry practice ;and may vary depending on load factors, where the aircraft is parked (terminal gate or remote parking location), domestic or international flights but in all cases baggage delivery shall not exceed:
  - For all aircraft, the first bag shall be delivered within fifteen (15) minutes after block time or after the first passenger arrives in the baggage claim area. {H}
  - For narrow-body aircraft, the last bag shall be delivered within thirty (30) minutes after block time. {H}
  - For wide-body aircraft, the last bag shall be delivered within fifty (50) minutes after block time. {H}

## **10.0 – Baggage Claim** (continued)

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10.3.8 Accuracy of baggage delivery shall not exceed monthly average of mishandled baggage as published by the US DOT Air Travel Consumer Report. {H}

### **10.4 Signs, Directions, and Information**

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **11.0 - Ground Transportation & Welcome Centers**

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### **11.1 Standards of Cleanliness**

#### **Welcome Centers**

- 11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}
- 11.1.2 Computers and monitors shall be clean and free of dust. {R}
- 11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}
- 11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

#### **On-Airport Bus Services**

- 11.1.5 All vehicle lighting shall be clean and free of debris. {R}
- 11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.7 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}
- 11.1.10 Seating shall be clean and free of graffiti. {R}

#### **Permittee Services**

- 11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.12 Vehicle interiors shall be clean and free of debris. {R}
- 11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}
- 11.1.14 Seating shall be clean and free of graffiti. {R}

**Bus Shelters**

- 11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}
- 11.1.16 All bus shelter interiors shall be clean and free of debris. {R}
- 11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}
- 11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}
- 11.1.19 Seating shall be clean and free of graffiti. {R}
- 11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}
- 11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

**11.2 Standards of Condition**

**Welcome Centers**

- 11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 11.2.2 Computers and monitors shall be in good working condition. {R}
- 11.2.3 All telephones, including self-service phones shall be in good condition. {R}
- 11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}
- 11.2.5 Employee's personal belongings shall not be visible to customers. {R}

**Airport Bus and Permittee Services**

- 11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}
- 11.2.7 Vehicular body damage shall be repaired promptly. {R}
- 11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

## **11.0 – Ground Transportation & Welcome Centers** (continued)

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- 11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}
- 11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}
- 11.2.11 Employee's personal belongings shall not be visible to customers. {R}
- 11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

### **Permittee Services**

- 11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}
- 11.2.14 Vehicle interiors shall be in good condition. {R}
- 11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}
- 11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

### **Bus Shelters**

- 11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}
- 11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}
- 11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

## **11.3 Standards of Functionality**

### **Welcome Centers**

- 11.3.1 All customer care representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}
- 11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}
- 11.3.3 All buses must be equipped with automated recording announcements or the bus drivers must make audible announcements of the airport terminal or bus stops. {H}
- 11.3.4 Computers and monitors shall function properly, {R}
- 11.3.5 All telephones, including self-service telephones, shall function properly. {R}

***On-Airport Bus Services***

- 11.3.6 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.7 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.8 Doors shall operate properly and easily. {H}
- 11.3.9 Waiting time during peak periods shall not exceed fifteen (15) minutes. {R}
- 11.3.10 Public Address systems and announcements shall be clear audible, and up to date. {R}
- 11.3.11 Handicapped lifts or “kneeling bus” apparatus shall function properly as referenced to Standard 19.0 “Passengers with Reduced Mobility”. {R}

***Permittee Services***

- 11.3.12 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}
- 11.3.13 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 11.3.14 Only authorized permittees shall make pick-ups at designated areas. {R}

**11.4 *Signs, Directions and Information***

***Welcome Centers***

- 11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.2 Welcome Center waiting area shall be clearly identified. {R}
- 11.4.3 All transportation information shall be accurate and up to date. {H}
- 11.4.4 All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

**On-Airport Bus Services**

- 11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}
- 11.4.6. Pick-up locations shall be clearly designated. {R}
- 11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 11.4.8. All “Variable Message Signs” shall operate properly and display the correct information. Red “LED” (Light Emitting Diodes) signs shall not be used in new applications. {R}
- 11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

**Bus Shelters**

- 11.4.10. Bus wait times shall be prominently displayed. {R}
- 11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

**11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)**

- 11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}
- 11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within fifteen (15) minutes of the agreed upon pick-up time at the Welcome Center. {R}

## **12.0 - Taxi Dispatch Service**

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### **12.1 Standards of Cleanliness**

- 12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}
- 12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}
- 12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

### **12.2 Standards of Condition**

- 12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}
- 12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}
- 12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}
- 12.2.4 Queue line railing, where installed, shall be free of defects. {R}

### **12.3 Functionality**

- 12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}
- 12.3.2 Queues for taxi service shall not exceed twenty (20) customers on line or customers shall not wait more than ten (10) minutes. {H}

### **12.4 Signs, Directions, and Information**

- 12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}
- 12.4.3 Taxi rate information must be posted or be provided to the passengers. {R}

### **12.5 Standards of Taxi Dispatch Employees**

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Standard 1.0.

- 12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations. {H}
- 12.5.2 Taxi dispatch employees shall not solicit or accept any tips. {H}

## **13.0 - Parking Lots & Garage Services**

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### **13.1 Standards of Cleanliness**

- 13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}
- 13.1.2 Escalators and elevators shall be clean and free of debris. {R}
- 13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}
- 13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}
- 13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}
- 13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}
- 13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}
- 13.1.9 Drains shall be clear and free of debris. {R}
- 13.1.10 Unpleasant odors shall not be detected. {R}
- 13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

### **13.2 Standards of Condition**

- 13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}
- 13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}
- 13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}
- 13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}
- 13.2.6 All light fixtures shall be in working order with no visible broken parts. {R}
- 13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

### **13.0 – Parking Lots & Garage Services** (continued)

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- 13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}
- 13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}
- 13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}
- 13.2.11 Striping shall be visible. {R}
- 13.2.12 Unattended baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 13.2.13 All fences and barriers shall be well maintained, rust free and properly secured. {R}

#### **13.3 Standards of Functionality**

- 13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations within twenty (20) minutes of the customer's request. {H}
- 13.3.3 All equipment shall be functioning and in good working order. {R}
- 13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}
- 13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}
- 13.3.6 Escalators and elevators shall be in working order. {R}
- 13.3.7 Elevator button lights and switches shall be operational. {R}
- 13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}
- 13.3.9 A "red light" shall be displayed indicating a closed lane. {R}
- 13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

**13.4 Signs, Directions, and Information**

- 13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.5 Signing for “help” phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 13.4.6 A plaque with the cashier’s name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}
- 13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

**13.5 Standards of Parking Employees**

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

- 13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}
- 13.5.2 Employees shall provide a “thank you” or an appropriate pleasant closing to every customer. {R}
- 13.5.3 Parking employees shall not solicit or accept any tips. {H}

## **14.0 - Construction**

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All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

### **14.1 Standards of Cleanliness**

- 14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}
- 14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

### **14.2 Standards of Condition**

- 14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}
- 14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}
- 14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}
- 14.2.5 Floors shall be dry and free of spills or water. {R}
- 14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}
- 14.2.7 All light fixtures shall be in working order with no visible broken parts. {R}
- 14.2.8 No unpleasant odors shall be emitted from the construction site. {R}
- 14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}
- 14.2.10 Construction workers shall obtain and prominently display official identification. {H}

**14.3 Standards of Functionality**

- 14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}
- 14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}
- 14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}
- 14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

**14.4 Signs, Directions, and Information**

- 14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}
- 14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}
- 14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}
- 14.4.4 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **15.0 - Charter Operations**

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These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers. All standards in this section are rated as high priority.

### **15.1 Standards for Representation**

- 15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.
- 15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is airborne. The representative shall sign-in and sign-out with the Terminal Operator.
- 15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)
- 15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:
  - a. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;
  - b. Name(s) of all authorized representative(s) on duty;
  - c. 24-hour telephone contact;
  - d. 24-hour fax number;
  - e. E-mail address;
  - f. Mailing address;
  - g. The name of ground handling company;
  - h. Name and contact of handling company's authorized representative;
  - i. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.
  - j. Provide website address for posting of information.

## **15.0 – Charter Operations** (continued)

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- 15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.
- 15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.
- 15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

### **15.2 Standards for Information**

- 15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.
- 15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.
- 15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.
- 15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

### **15.3 Standards for Services in case of flight delay or cancellation**

- 15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.
- 15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.
- 15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

## **16.0 - Ramp and Airside Areas**

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Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

### **16.1 Standards of Ramp Cleanliness**

- 16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}
- 16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}
- 16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}
- 16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}
- 16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}
- 16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}
- 16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}
- 16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}
- 16.1.9 All drains shall be clear and free of debris. {R}
- 16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}
- 16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

### **16.2 Standards of Equipment Cleanliness**

- 16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}
- 16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

## **16.0 – Ramp & Airside Areas** (continued)

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- 16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}
- 16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}
- 16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}
- 16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

### **16.3 Standards of Ramp Condition**

- 16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}
- 16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}
- 16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}
- 16.3.4 All light fixtures shall be in working order with no visible broken parts. {R}
- 16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}
- 16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}
- 16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}
- 16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

### **16.4 Standards of Equipment Condition**

- 16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}
- 16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}
- 16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

**16.5 Standards of Equipment Functionality**

- 16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}
- 16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}
- 16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}
- 16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}
- 16.5.5 Ramp equipment and cargo including containers shall be staged in an orderly fashion. {R}
- 16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}
- 16.5.7 Aircraft loading bridges shall be in good working order. {R}
- 16.5.8 Interline baggage transfer equipment shall be in good working order. {R}
- 16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

**16.6 Signs, Directions, and Information**

- 16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

## **17.0 - Assistance to Stranded Passengers**

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In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

### **The Following Defines “Stranded Passengers”**

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and one (1) hour on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

### **The Following Defines “Areas of Responsibility”**

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public. The Port Authority of NY & NJ has pledged to assist airlines during flight delay situations. PAPRICA (Port Authority Passenger Recovery in Cooperation with the Airlines) is the guideline airlines shall use during flight delays.

#### **17.1 Assistance to passengers stranded on board an aircraft**

- 17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for two (2) hours or longer. {H}
- 17.1.2 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

**17.2 Assistance to passengers stranded inside the terminal**

- 17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}
- 17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}
- 17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}
- 17.2.4 Airlines are encouraged to provide passengers with any additional services as required by federal regulation {R}

**17.3 Passengers with Reduced Mobility**

- 17.3.1 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly, disabled, passengers with medical conditions, unaccompanied minors, passengers with young children and passengers speaking foreign languages. {H}

**17.4 Arriving flight information provided to the general public**

- 17.4.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

## **18.0 - AirTrain Stations and Vehicles**

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### **18.1 Standards of Cleanliness**

#### **Stations: Interior**

- 18.1.1 Seating shall be clean and free of stains. {R}
- 18.1.2 Floors shall be free of debris and stains and shall appear clean. {R}
- 18.1.3 All floor mats shall be clean and properly aligned. {R}
- 18.1.4 All planters shall be clean and free of dust and debris. {R}
- 18.1.5 Windowsills shall be free of dust and debris. {R}
- 18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}
- 18.1.7 Trash receptacles shall be clean and not overflowing. {R}
- 18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}
- 18.1.9 Floors shall be dry, free of spills or water. {H}
- 18.1.10 Ceilings shall be dust free and unsoiled. {R}
- 18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}
- 18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}
- 18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}
- 18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R}
- 18.1.16 Escalators shall be clean and free of debris and graffiti. {R}
- 18.1.17 All Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be clean and free of dust. {R}

**Stations: Exterior**

- 18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}
- 18.1.19 Windows shall be free of streaks and smudges. {R}
- 18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}
- 18.1.21 Awnings, where present, shall be clean at all times. {R}
- 18.1.22 Walls shall be clean and free of graffiti. {R}
- 18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.24 Seating shall be clean and free of stains. {R}

**Trains:**

- 18.1.25 Exteriors shall be clean and have a freshly washed appearance. {R}
- 18.1.26 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}
- 18.1.27 Seating shall be clean and free of stains. {R}
- 18.1.28 Walls shall be clean and free of graffiti and scratches. {R}
- 18.1.29 Ceilings shall be dust free and unsoiled. {R}
- 18.1.30 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}
- 18.1.31 Floors shall be dry, free of spills and water. {H}
- 18.1.32 Windows shall be free of streaks and smudges. {R}
- 18.1.33 Doors shall be clean. {R}
- 18.1.34 Light fixtures and assemblies shall be clean and free of dust. {R}
- 18.1.35 Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

**18.2 Standards of Condition**

**Stations: Interior**

- 18.2.1 Seating shall be free of missing or broken parts. {R}
- 18.2.2 Tile and floors shall be free of large gouges, cracks and missing pieces. {H}
- 18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}
- 18.2.4 Planters shall be in good condition, free of any visible damage. {R}
- 18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}
- 18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}
- 18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}
- 18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}
- 18.2.10 All light fixtures shall be in working order with no visible broken parts. {R}
- 18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}
- 18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}
- 18.2.13 Heating and air conditioning units shall be in good working condition. {H}
- 18.2.14 Escalators and elevators shall be in working condition. {R}
- 18.2.15 Flight Information Display System (FIDS) and Train Information Display System (TIDS) monitors shall be in good condition, with no visible damage. {R}
- 18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.2.17 Employees' personal belongings shall not be visible. {R}
- 18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

**Stations: Exterior**

- 18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}
- 18.2.20 Entrance and exit doors shall be in good working order. {R}
- 18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}
- 18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}
- 18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}
- 18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}
- 18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}
- 18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}
- 18.2.27 Snow and ice shall be removed from walkways, roadways and guide ways to prevent any safety hazard. {H}
- 18.2.28 Roadways shall be well maintained and free of potholes. {R}
- 18.2.29 Baggage carts shall be readily available. {R}

**Trains**

- 18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}
- 18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}
- 18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}
- 18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}
- 18.2.34 Seating shall be free of tears, rips or graffiti. {R}
- 18.2.35 Doors shall be in good working order. {H}
- 18.2.36 Passenger Information Display System (PIDS) shall be in good condition with no visible damage. {R}

### **18.3 Standards of Functionality**

#### **Stations: Interior**

- 18.3.1 Flight Information Display System (FIDS) and Train Information Display System (TIDS), shall be clear, visible and accurate. {R}
- 18.3.2 Elevator button lights and switches shall be operational. {R}
- 18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}
- 18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}
- 18.3.5 Public address systems shall be clear and audible. {R}

#### **Stations: Exterior**

- 18.3.6 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}
- 18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

#### **Trains:**

- 18.3.8 Waiting times at EWR shall not exceed:
- Three (3) minutes, between the hours of 1100 and 2000
  - Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
  - Twenty-four (24) minutes between 2400 and 0500
- Waiting times at JFK shall not exceed:
- Nine (9) minutes, between the hours of 0600 and 1430
  - Nine (9) minutes, between 1430 and 0000
  - Thirteen (13) minutes, between 0000 and 0600

- 18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}
- 18.3.10 Automated announcements shall be audible and up-to-date. {R}
- 18.3.11 Public Address systems shall be clear and audible. {R}
- 18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

**18.4 Signs, Directions, and Information**

- 18.4.1 Route/destination signing shall be clearly posted. {R}
- 18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}
- 18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with Port Authority Aviation Signing and Wayfinding Standards.{R}
- 18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}
- 18.4.5 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate. {R}
- 18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}
- 18.4.7 Telephones and/or call boxes shall be easily identified. {R}
- 18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## ***19.0 - Assistance to Passengers with Reduced Mobility***

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### **Definition of “Passengers with Reduced Mobility”**

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act—An individual is “disabled” if he or she meets at least any one of the following tests:
  - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
  - He or she has a record of such an impairment
  - He or she is regarded as having such an impairment
2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers’ requiring/requesting the aid of a mobility assistance representative.

### **Relevant Standards and Regulations**

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

### **Areas of Responsibility**

- a. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.
- b. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

## **19.0 - Assistance to Passengers with Reduced Mobility** (continued)

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c. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

d. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

### **19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator**

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station. {H}

19.2.3 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.4 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.5 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.6 Unaccompanied minors shall not be left unattended. {H}

19.2.7 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.8 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.9 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

### **19.3 On-Airport Assistance to Passengers with Reduced Mobility**

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

- 19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}
- 19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

**19.4 Provision of Wheelchairs to Passengers with Reduced Mobility**

- 19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}
- 19.4.2 Airlines shall each provide boarding wheelchairs and ramps or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}
- 19.4.3 All wheelchairs may be subject to an inspection of:
- a. Armrests—sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;
  - b. Wheelchair back—upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;
  - c. Seats, cross braces and frames—upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;
  - d. Wheel locks—securely engage the tire surface and prevent the wheel from turning; rubber tip is present;
  - e. Large wheels—no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;
  - f. Casters—check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,
  - g. Footrest/leg rest—check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

## **19.0 - Assistance to Passengers with Reduced Mobility** (continued)

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- 19.4.4 All wheelchairs shall be well maintained and in good condition. {R}
- 19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}
- 19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}
- 19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}
- 19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}
- 19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

### **19.5 Signs, Directions and Information**

- 19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## **20.0 - Public Circulation and Queue Management**

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### **The Following Defines “Circulation Areas”**

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

### **The Following Defines “Queuing Area”**

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

### ***Areas of Responsibility***

- a. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline’s lease line.
- b. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.
- c. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.
- d. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.
- e. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.
- f. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

### **20.1 *Standards for Managing Passenger Circulation***

- 20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}
- 20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

## **20.0 - Public Circulation and Queue Management** (continued)

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- 20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}
- 20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}
- 20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}
- 20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}
- 20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}
- 20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}
- 20.1.9 Objects shall not interfere with the public's visual field so as to affect public orientation and understanding of designated flow paths. {R}

### **20.2 Standards for Managing Passenger Queuing Areas**

- 20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}
- 20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}
- 20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}
- 20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}
- 20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}
- 20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

**20.3 Stanchion Appearance and Locations**

- 20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}
- 20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}
- 20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}
- 20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}
- 20.3.5 Stanchion belts or ropes should never be tied together. {R}
- 20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}
- 20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}
- 20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## **21.0 - Orderly Evacuation and Resumption of Services**

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### **Definition of "Emergency Situation"**

- a. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.
- b. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

### **21.1 Airline Assistance**

- 21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.1.2 All airline employees shall be familiar with airport emergency procedures.
- 21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.
- 21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.
- 21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.
- 21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.
- 21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).
- 21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

### **21.2 Airport Tenant Responsibilities**

- 21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.
- 21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.
- 21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.
- 21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).
- 21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

### **21.3 TSA Responsibilities**

- 21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.
- 21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.
- 21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)
- 21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.
- 21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

### **21.4 Terminal Operator Responsibility**

- 21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.
- 21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.
- 21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.
- 21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.
- 21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.
- 21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.
- 21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.
- 21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.
- 21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.
- 21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

### **21.5 Communication and Public Announcements**

- 21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

### **21.6 Directions and Assembly Locations**

- 21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.
- 21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.
- 21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.
- 21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

## **21.0 - Orderly Evacuation and Resumption of Services** (continued)

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- 21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.
- 21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.
- 21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

### **21.7 Departure Service Resumption Process**

- 21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened in an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

### **21.8 Departure Service Resumption Process**

- 21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

### **21.9 Passengers Needing Assistance**

- Persons with Reduced Mobility are defined in Standard 19.0
- 21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.
- 21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

### **21.10 First Aid Assistance**

- 21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.
- 21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

## **22.0 - Cargo Services**

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In addition to the standards listed below, some elements of Ramp and Airside Areas, Standard 16.0 may apply to the Cargo Services area.

### **22.1 Standards of Cargo Condition**

- 22.1.1 All cargo, both import and export, must be adequately protected from weather-related elements during the offloading process and subsequent drayage to the cargo warehouse. Plastic sheets are recommended where applicable.
- 22.1.2 All import cargo must be delivered to the cargo warehouse and shall not remain on the ramp areas.

### **22.2 Standards of Equipment Functionality**

- 22.2.1 Aircraft handling equipment should be positioned behind designated demarcation lines and safety areas at least thirty (30) minutes prior to aircraft arrival on blocks.
- 22.2.2 All aircraft handling equipment should be in good working order.

### **22.3 Standards of Ramp Unit Load Device (ULD) Handling**

- 22.3.1 All ULD's shall be stored off the tarmac, preferably on ULD storage racks in a designated cargo equipment area.
- 22.3.2 ULD's shall never be directly fork lifted at any time.
- 22.3.3 Slave dollies and loading vehicles and equipment shall be used when transporting ULD's.

### **22.4 Import Warehouse Operations**

- 22.4.1 All cargo shall be processed and made available for customer pick-up within designated time frames but no longer than four hours.
- 22.4.2 All cargo shall be stored in designated areas that are monitored to ensure prevention of theft or pilferage.
- 22.4.3 All cargo shall be stored in designated areas that will facilitate the expeditious delivery to consignees.

**22.5.     *Export Warehouse Operations***

- 22.5.1     All cargo must be checked-in and verified by supervisory staff.
- 22.5.2     All cargo must be staged or stored in areas designated for export cargo
- 22.5.3     Plastic sheets shall be used for export cargo loaded on non-structured ULD's to ensure protection from weather related elements.

**22.6     *Dangerous Goods Handling***

- 22.6.1     Warehouse dangerous goods areas shall be separated from other cargo handling areas.
- 22.6.2     Warehouse dangerous goods areas shall be clearly marked.
- 22.6.3     The handling of dangerous goods cargo shall be in accordance with IATA and ICAO current dangerous goods regulations.
- 22.6.4     Designated dangerous goods areas should have sub-areas segregated by class of dangerous goods.
- 22.6.5     Qualified personnel shall perform the acceptance of dangerous goods.

**22.7     *Valuable Cargo Handling***

- 22.7.1     Locked vaults and similar type facilities shall be designated for high value goods.
- 22.7.2     Valuable cargo shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.7.3     Surveillance cameras or security staff shall monitor valuable cargo areas at all times.
- 22.7.4     Valuable cargo shall be handled in accordance with industry standards and best practices.

**22.8     *Vulnerable Cargo Handling***

- 22.8.1     Locked cages and similar type facilities shall be designated for vulnerable cargo.
- 22.8.2     Vulnerable goods shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.
- 22.8.3     Surveillance cameras or security staff shall monitor vulnerable goods area at all times.

**22.9 Perishable Cargo Handling**

- 22.9.1 Perishable cargo shall be handled in accordance with IATA Perishable Handling Regulations.
- 22.9.2 Refrigeration and climate control specifications must be maintained according to shipper or consignee requirements.
- 22.9.3 Perishable cargo shall be stored in designated areas of the cargo warehouse.
- 22.9.4 Qualified personnel shall perform the acceptance of perishable cargo.

**22.10 Live Animal Handling**

- 22.10.1 Live animals shall be handled in accordance with IATA Live Animal Handling Regulations.
- 22.10.2 Live animals shall be handled in designated areas of the cargo warehouse.

**22.11 Import Operations**

- 22.11.1 All documents shall be processed in a timely manner when picking up cargo but not later than fifteen (15) minutes.
- 22.11.2 All irregularities shall be documented.

**22.12 Export Operations**

- 22.12.1 Documentation shall be accepted and checked-in a timely manner, but not longer than fifteen (15) minutes.
- 22.12.2 Cargo shall be manifested according to specific instruction provided prior to flight manifesting time frames.

**22.13 Cargo Public Areas**

- 22.13.1 All public areas shall be clean, well maintained and free of unpleasant odors.
- 22.13.2 All public areas shall be well lit with all light fixtures in working order with no visible parts.
- 22.13.3 Counters shall be neat, organized and clean.
- 22.13.4 Floors shall be clean and free of debris.

**22.14 Signs, Directions and Information**

- 22.14.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.14.2 Illuminated signs shall be in proper working order.
- 22.14.3 There shall be no unauthorized postings.
- 22.14.4 Airline and general tenant names shall be clearly posted and be consistent with the Port Authority Aviation Signing and Wayfinding Standards.
- 22.15 Signs shall clearly identify location of services provided.
- 22.16 All signs shall be clearly visible to customers.

**22.17 Landside Parking**

- 22.17.1 An adequate number of customers parking shall be provided based on facility specifications.
- 22.17.2 All designated customer parking shall be well marked.
- 22.17.3 Customer parking areas shall be in good condition, free of potholes and debris.
- 22.17.4 All designated truck parking shall be well marked.
- 22.17.5 Truck parking areas shall be in good condition, free of potholes and debris.
- 22.17.6 Truck parking shall be free of object that may impede the flow of goods into the warehouse.
- 22.17.7 All striping demarcations shall be visible.

**22.18 Landside Truck Docks**

- 22.18.1 All truck dock doors shall be well list with all light fixtures in good working order with no visible broken parts.
- 22.18.2 All truck dock doors shall be clearly marked.

**22.19 Standards of Cargo Employees**

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0

- 22.20.1 Staff shall be fully trained in the applicable ramp handling and aircraft loading processes.
- 22.20.2 All aircraft handling equipment must be operated in a safe and secure manner consistent with Port Authority Airport Rules and Regulations.
- 22.20.3 One (1) marshaller and two (2) wingwalkers shall be utilized for aircraft arrival and departure.
- 22.20.4 FOD checks shall be conducted thirty (30) minutes prior to aircraft arrival and thirty (30) minutes after aircraft departure.

## SCHEDULE E

### **AFFIRMATIVE ACTION-EQUAL OPPORTUNITY---MINORITY BUSINESS ENTERPRISES ---WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS**

#### **Part I. Affirmative Action Guidelines - Equal Employment Opportunity**

Without limiting any of the terms and conditions of the Lease between The Port Authority of New York and New Jersey (the “*Port Authority*”) and (“*the Lessee*”) under Lease No. (the “*Lease*”), the Lessee understands and agrees that it shall put into effect prior to the commencement of any construction work (including but not limited to any work under a Tenant Alteration Application) an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of this Schedule E. As used in this Schedule E the term “*construction work*” shall be deemed to include also any and all construction work and/or alteration work under each Tenant Alteration Application. The provisions of this Schedule E shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of construction as well as to the Lessee itself and the Lessee shall include the provisions of this Schedule E within all of its construction contracts so as to make said provisions and undertakings the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee shall and shall require its said contractor, contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports relating to the operation and implementation of the affirmative action, Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) programs called for hereunder as the Port Authority may request at any time and from time to time regarding the affirmative action, Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction, and the Lessee shall and shall also require that its contractor, contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions hereof and this Schedule E to effectuate the goals of affirmative action and Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) programs.

In addition to and without limiting any terms and conditions of the Lease, the Lessee shall provide in its contracts and all subcontracts covering the construction work or any portion thereof, that:

(aa) The contractor shall not discriminate against employees and applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of

compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(bb) At the request of either the Port Authority or the Lessee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Letter Agreement or understanding and which is involved in the performance of the contract with the Lessee to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(cc) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(dd) The contractor will include the provisions of subparagraphs (aa) through (cc) of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

(ee) 'Contractor' as used herein shall include each contractor and subcontractor at any tier of construction.

I. As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with all of the provisions of this Schedule E, the foregoing provisions set forth above and the provisions set forth hereinafter in this Schedule E. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

- (1) Minority participation
  - Minority, except laborers 30%
  - Minority, laborers 40%

- (2) Female participation
  - Female, except laborers 6.9%
  - Female, laborers 6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all Sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community

organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies

serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

## PART II.

### MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

- (a) Dividing the work to be subcontracted into smaller portions where feasible.
- (b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.
- (f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g)Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing by the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as to the financial responsibility of such, firms, their technical competence to perform, or any other performance-related qualifications.

Only MBE's and WBE's certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

Initialed: \_\_\_\_\_  
For the Port Authority

\_\_\_\_\_  
For the Lessee

**EXHIBIT G**

**Airport Rules and Regulations**

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

**AIRPORT RULES AND REGULATIONS**

Issued by:

The Port Authority of NY & NJ  
Aviation Department

Issue Date: August 4, 2009

## FOREWORD

Commensurate with the management of the airports coming under the jurisdiction of the Port Authority of New York and New Jersey, the Air Terminal Rules and Regulations as set forth herein have been adopted in the interest of safe, efficient, and environmentally sensitive operation, and apply to John F. Kennedy International, LaGuardia, Newark Liberty International, Stewart International and Teterboro Airports.

The Managers of these airports are authorized to act for the undersigned in connection with all Port Authority rules and regulations.

William R. DeCota  
Director of Aviation

## PORT AUTHORITY AIR TERMINALS

John F. Kennedy International Airport  
Jamaica, New York 11430  
Telephone: (718) 244-4444

LaGuardia Airport  
Flushing, New York 11371  
Telephone: (718) 533-3700

Newark Liberty International Airport  
Newark, New Jersey 07114  
Telephone: (973) 961-6007

Stewart International Airport  
New Windsor, NY 12553  
Telephone: (877) 793-0703

Teterboro Airport  
Teterboro, New Jersey  
Telephone: (201) 288-1775

An electronic version of this document is available at: [www.panynj.gov](http://www.panynj.gov).

General Manager Office addresses:

John F. Kennedy International Airport  
General Manager's Office  
Building 14, 2<sup>nd</sup> Floor  
or  
Operations Office, Building 145  
Jamaica, NY 11430

Stewart International Airport  
General Manager's Office  
1180 First Street  
New Windsor, NY 12553

LaGuardia Airport  
General Manager's Office  
Hangar 7C  
or  
Operations Office  
Central Terminal Building  
Flushing, New York 11371

Teterboro Airport  
Office of the Manager  
90 Moonachie Avenue  
Teterboro, New Jersey 07608  
or  
Operations Department  
111 Industrial Avenue  
Teterboro, New Jersey 07608

Newark Liberty International Airport  
Conrad Road, Building #1  
Building One  
Newark, NJ 07114  
or  
Conrad Road, Building #1  
Building One  
Newark, NJ 07114

Copies of maps showing the air terminal highways at LaGuardia, John F. Kennedy International, Newark Liberty International and Stewart International Airports are available upon request at the above locations, and are on file with the Secretary of the Port Authority.

Airport bulletins may be issued by the Managers as necessary to amend these Rules & Regulations.

Issued August 4, 2009, pursuant to Article IX of the by-laws of The Port Authority's of New York and New Jersey adopted at a meeting of the Board of Commissioners held on July 26, 2007, and amended at a meeting of that body on May 22, 2008.



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# GENERAL

## **I. GENERAL CONDITIONS**

This Chapter establishes certain conditions relating to the use of Port Authority Air Terminals and highways.

### **A. USE OF AIR TERMINAL HIGHWAYS**

Air Terminal highways may be used as a means of ingress and egress by vehicles to, from and between the streets and highways outside Air Terminals with which such highways connect and the various buildings and land area at the Air Terminal abutting upon such highways; and sidewalks along such highways (and other portions of such highways when designated for that purpose) may be used by pedestrians as a means of ingress and egress to, from and between various portions of the Air Terminal.

### **B. USE OF AIR TERMINALS**

1. Use of any area or portion of an Air Terminal in a manner contrary to law or a manner contrary to the Airport Rules and Regulations may result in a withdrawal of permission to enter or remain in such air terminal by the Port Authority.
2. Nothing herein contained shall be construed to limit the use of any area or portion of any air terminal by officers or employees of the Port Authority, or by Port Authority contractors, or to prevent any Police Officer, Fire Officer or other public officer or employee from entering upon any part of the air terminal when properly required so to do in the performance of his official duties.
3. The Port Authority may prohibit any conduct that violates any requirement for, or condition of, the receipt of federal grant in aid funds, the approval of the imposition of Passenger Facility Charges, or any other governmental program in which the Port Authority participates to obtain funds for use at an Airport.

# **AIRPORT SECURITY**

## **II. AIRPORT SECURITY**

### **A. ADHERENCE TO SECURITY REGULATIONS & PROCEDURES**

All persons entering an Air Terminal shall comply with all applicable security regulations and procedures as established by the Port Authority pursuant to 49 CFR, Chapter XII, Parts 1540 and 1542, as amended, with the exception of Teterboro Airport, at which security regulations established separately by the Teterboro Airport Manager are applicable.

### **B. MANAGER'S RIGHT TO RESCIND ACCESS**

The Manager shall have the right to rescind permission for the use of any access control device and confiscate any Airport ID previously given to any individual for any lawful reason, including but not limited to violations of airport security and violations of Airport Rules and Regulations.

### **C. VALID IDENTIFICATION & ESCORT REQUIREMENTS**

No person may enter or be in the Airport Operations Area (AOA) or Security Identification Display Area (SIDA) unless he or she is:

1. Displaying a valid Airport ID indicating that he or she has unescorted access privileges; or,
2. in the case of a location subject to an Exclusive Area Agreement, which allows the use of an Air Carrier ID for limited access to the AOA or SIDA, displaying a valid approved Air Carrier ID; or,
3. in the case of aircraft crewmembers, dressed in the full uniform of his/her company, displaying a photo ID issued by an authorizing airline; or,
4. in the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, displaying an FAA Form 8000-39 with photograph; or,
5. under the escort of an individual not employed by the same company as the person being escorted who has a valid Airport Operator Identification Card indicating that he or she has unescorted access privileges and privileges to escort others.

### **D. FLIGHT CREWS**

1. Flight crew members may, when wearing a valid ID as noted herein, dressed in the full uniform of his/her company, and when performing the duties of their flight crew assignment, have unescorted access to certain areas of the AOA or SIDA only:
  - a. To travel directly from the terminal building to the aircraft to which they are assigned and/or,
  - b. to perform necessary assigned flight checks on an aircraft, but only while remaining within 25 feet of that aircraft; and,
  - c. no unnecessary diversions are made when traveling as described in a. and b. above.

2. If any flight crewmember requires access to the AOA or SIDA for reasons other than those stated herein, or if it is impossible for a flight crewmember to follow the regulations as stated herein, an escort is required.

#### E. DISPLAYING VALID IDENTIFICATION

While in the AOA or SIDA, individuals who are not under escort must display the approved ID in full view, above waist level, on their outermost garment. Such approved ID must be presented upon demand in response to a challenge made pursuant to paragraph H below.

#### F. AIRPORT IDENTIFICATION (ID) RESPONSIBILITIES

##### 1. Caring for Airport ID

It is the responsibility of the individual to whom an Airport ID is issued to secure and care for that card. An expired, mutilated, defaced, misused and invalidated identification card will be confiscated and/or suspended and/or revoked.

##### 2. Reporting the Misuse of Airport ID

It is the responsibility of every individual to whom an Airport ID has been issued to report any one displaying an expired, mutilated, defaced, or otherwise invalid Airport ID to the Port Authority Police without unreasonable delay.

#### G. ESCORT PROCEDURES

##### 1. Escorting People

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. While under escort, the person being escorted must continuously be within the line of sight of the person performing the escort. Escorting of people will be conducted for business purposes only.

##### 2. Escorting Vehicles

Vehicles without PANYNJ plates, and drivers who do not have an Airport ID with driver privileges, must be escorted while on the AOA by an individual who:

- (i) possesses a valid Airport ID with driver and escort privileges, and
- (ii) uses a vehicle that is in full compliance with these Rules and Regulations.
  - a. The operator of an escorting vehicle shall remain in close proximity to an escorted vehicle until the escorted vehicle leaves the AOA.

#### H. RESPONSIBILITY TO CHALLENGE

It is the responsibility of every individual issued an Airport ID that allows unescorted access to the AOA or SIDA:

1. To challenge the authority or purpose of a person without proper escort who attempts to enter the AOA or SIDA and who is not displaying a valid Airport ID that allows that person access to the area, and to prevent him or her from entering the AOA or SIDA if that individual does not offer valid Airport ID, or to report the incident to the Port Authority Police as soon as possible while attempting to keep the individual within view; and,
2. To challenge the authority or purpose of a person who is in the AOA or SIDA and who is not displaying a valid Airport ID that allows access to the area, and escort him or her from the AOA or SIDA if that individual does not offer a valid Airport ID, or to immediately report the incident to the Port Authority Police as soon as possible while attempting to keep the individual within view.

#### I. FIREARMS, EXPLOSIVES, MUNITIONS & PYROTECHNICS

No person shall carry any firearms, explosives, munitions, or pyrotechnics into the SIDA or AOA except:

1. Persons authorized to do so by an Airport ID with the appropriate privileges issued by the Port Authority Security ID Office; or,
2. Persons under escort by Port Authority Police; or,
3. Persons authorized by the Manager to use firearms, explosives, munitions, and pyrotechnics for animal control activity at the Air Terminal or in the AOA.

#### J. EMPLOYMENT OF SECURITY SERVICES

Any one who employs any person, company or corporation for the purpose of providing security services at an air terminal shall notify the Manager of the nature of such services. Such person must also furnish the name, business address, and telephone number of such person, company or corporation to the Manager together with a copy of the license or other government authorization of such person, company, or corporation as may be required to perform such service in the city and state in which the Airport is located.

#### K. VEHICLES & DRIVERS

All vehicles operating on the AOA, except those vehicles under escort according to the procedures required by these Rules & Regulations, must display valid Port Authority issued Vehicle Identification tags (PANYNJ plates) and must be operated by an individual who is authorized to drive on the AOA. AOA driver privileges will not be granted unless the applicant possesses a valid state driver's license from their state of residence, and has successfully passed the Port Authority approved airport specific Airfield Driver Training Course.

#### L. OTHER SECURITY PROCEDURES

Employees will adhere to all other security procedures issued by the Transportation Security Administration, Airport Manager, and all security procedures and obligations, as

applicable and outlined in the Airport Security Program, Exclusive Area Agreements, Guard Post Instructions and Building Security Plans. Applicable security procedures and obligations are available on a need to know basis in the Manager's Office. The following items may not be allowed into the sterile area: Knives of any kind, including steak knives and pocketknives. Rounded blade butter knives and plastic knives are permitted for use by restaurant employees and patrons. Cutting instruments of every kind including carpet knives, box cutters and other folding or retractable blades, regardless of blade length or composition, even those less than four inches, whether metallic or non-metallic.

# **PERSONAL CONDUCT**

### **III. PERSONAL CONDUCT**

#### **A. USE OF PREMISES MAY BE DENIED OR WITHDRAWN**

Permission to use Airport land, terminals, buildings, structures, parking lots, on-airport buses or rail systems may be denied to or withdrawn from persons who violate Port Authority Rules and Regulations, applicable laws, ordinances or regulations of other government bodies or for such other reason as may be permitted by law.

#### **B. CLOSED & RESTRICTED AREAS**

1. Closed Areas - No person except a person assigned to duty therein shall enter without permission any area of the Airport posted as a closed area or otherwise identified as closed by the Airport Manager.
2. Restricted Areas - No person shall enter without authorization any area of the Airport posted as a restricted area or otherwise identified by the Airport Manager as a restricted area unless such person complies with such restriction.

#### **C. ENDANGERING PERSONS OR PROPERTY**

No person in or upon any Airport shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property.

#### **D. PROPER USE OF TRAFFIC AREAS**

No person shall travel on any portion of an Airport except upon the roads, walks or places provided for the particular class of traffic, nor occupy the roads or walks in such manner as to prevent their proper use.

#### **E. USE OF LAND, STRUCTURES, MACHINERY, EQUIPMENT & ELECTRONICS**

1. Only duly authorized persons shall operate or in any way tamper with any Airport machinery, equipment, or electronics.
2. Passenger elevators and escalators may not be used to carry freight.

#### **F. PORTABLE FIRE EXTINGUISHERS**

Portable fire extinguisher equipment shall be inspected in conformity with the National Fire Protection Association's regulations. Tags showing the date of the last such inspection shall be left attached to each unit.

#### **G. DEFACING, DAMAGING, ETC., TERMINAL OR PROPERTY**

No person shall deface, mark, break, or otherwise damage any part of an Airport, or any property therein.

## H. ABANDONMENT OF PROPERTY

No person shall intentionally abandon any property at an Airport or in any location therein.

## I. GARBAGE DISPOSAL & REMOVAL

1. Each person is responsible for the garbage he/she generates and any other garbage in the vicinity of his/her operating area.
2. No person shall place, discharge, or deposit in any manner, offal, garbage, debris, or any refuse in or upon any Public Area, Air Operations Area, or Fuel Storage Area, except at such places as the Port Authority may from time to time prescribe, and unless all containers for such materials are kept covered, and unless such material can be prevented from leaking, dripping, or otherwise escaping, and unless such material is transported in covered vehicles.
3. Any deposit of offal, garbage, debris or refuse in unauthorized locations must be cleaned up immediately in an effective manner.
4. Garbage containers located outdoors shall have lids that are secured so that the containers' contents are not accessible by animals.

## J. FOREIGN OBJECT DEBRIS (F.O.D.)

1. Each airport employee shall be responsible for the proper disposal of FOD on ramps, apron areas, and the AOA. FOD shall be properly disposed of in containers that prohibit the introduction of the FOD onto ramps, apron areas, and the AOA.
2. It is the responsibility of each lessee or other occupant of ramp and apron areas to place suitable containers labeled "Foreign Object Debris" at every gate, remote aircraft parking area, cargo, and maintenance facilities.
3. Containers labeled "Foreign Object Debris" shall be used only for the disposal of FOD.

## K. LOST ARTICLES

Any person finding lost articles at an Airport shall turn them over to a Port Authority Police Officer or to the office of the Manager without unreasonable delay. Articles unclaimed by the owner will be turned over to the finders thereof, as provided by applicable law. Articles unclaimed by the owner and found by Port Authority employees shall be disposed of pursuant to applicable law and such general Port Authority rules and operating procedures as are established for the disposition of such property.

## L. ANIMALS

1. No person shall knowingly bring an animal to an Airport except

- a. an assistance animal, such as a “seeing-eye” dog,
  - b. an animal properly confined for shipment or transport,
  - c. an animal properly confined for boarding or medical care at an authorized veterinary facility (JFK only),
  - d. an animal confined in an interior area not accessible to the general public,
  - e. law enforcement canines, or
  - f. canines or raptors used for animal hazard management by authorized airport staff or their designated representatives.
2. No person shall enter any public building, arcade, observation platform, Public Area of an Air Terminal, or On-Airport Bus or Rail System with any animal except
    - a. an assistance animal, such as a “seeing-eye” dog,
    - b. an animal properly confined for shipment or transport,
    - c. an animal properly confined for boarding or medical care at an authorized veterinary facility (JFK only), or
    - d. law enforcement canines.
  3. No person shall provide food or water to any animal at an Airport, other than an animal described in Paragraphs 1(a)-(f).
  4. No person shall abandon an animal or release an unattended animal at an Airport.

#### M. SMOKING & OPEN FLAMES

1. No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area.
2. Without limitation to Paragraph 1, no person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon the following areas:
  - (a) indoor areas open to the public including, but not limited to, ticketing and boarding areas, ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including , but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and meditation rooms, and medical facilities;
  - (b) vehicles open to the public, including, but not limited to, limousines, buses, vans, and taxis;
  - (c) child care facilities;
  - (d) educational facilities;

- (e) indoor areas of commercial establishments used for the purpose of carrying on any trade, vocation or charitable activity not otherwise specified; and,
  - (f) indoor areas places of employment of one or more persons not otherwise specified.
3. Without limitation to Paragraph 1, and notwithstanding Paragraph 2, a person may smoke tobacco, subject to such terms and conditions as the owner or operator of the relevant location may establish, in:
- (a) a hotel or motel room rented to one or more guests, provided that in Newark Liberty International Airport and Teterboro Airport the person having control of the motel or hotel shall not permit smoking in more than 20 percent of its guest rooms;
  - (b) any outdoor dining area of a restaurant or food service establishment with no roof or other ceiling enclosure, provided that such outdoor dining area is a single contiguous area designated for smoking that constitutes no more than twenty-five percent of the outdoor seating capacity of such restaurant or food service establishment, that is at least three feet away from the outdoor area of such restaurant or food service establishment not designated for smoking, and is clearly designated with written signage as a smoking area; and,
  - (c) a private automobile.
4. The owner or operator of the relevant location having control of a facility or location subject to Paragraphs 2 and 3 (a)-(b) in which smoking is prohibited shall post a conspicuous sign at every entrance prohibiting smoking therein. The owner or operator of the relevant location of a facility or location subject to Paragraphs 2 and 3 (a)-(b) in which smoking is prohibited in some locations and permitted in some locations shall post conspicuous signs identifying smoking and non-smoking areas, as appropriate.
5. Without limitation to Paragraphs 1-4, no person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any area which the Manager has, in the exercise of discretion, designated as a non-smoking area.
6. Without limitation to Paragraphs 1-5, no person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in any area in which the owner or operator of the relevant location has posted a sign prohibiting smoking.

#### N. ALCOHOLIC BEVERAGES

No person shall drink, or carry an open container of, any alcoholic beverage in any public area of the Air Terminal other than an area in which alcoholic beverages are served for on-premises consumption pursuant to permission granted by the Port Authority or by a lessee or a permittee of the Port Authority.

#### O. BATHING, SHOWERING, ETC.

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 an Air Terminal, that is not designated as a bathing or showering facility.

P. SPITTING, ETC.

No person shall spit, urinate or defecate on any part of the Airport, On-Airport Bus or Airport Rail Transportation System other than in a urinal or toilet intended for that purpose.

# **BAGGAGE HANDLING**

## **IV. BAGGAGE HANDLING**

### **A. BAGGAGE HANDLING SERVICES**

1. All baggage dollies or baggage containers shall have operating side curtains which shall be closed or secured when the dollies contains baggage in transit or stored during inactive periods.
2. Employees engaged in handling baggage shall not place baggage in the cab of tow vehicles, or in any other vehicle, under any circumstances.
3. Employees engaged in handling baggage are prohibited from carrying personal belongings including, but not limited to, handbags, tote bags, lunch bags, radios or cameras, while in the AOA.
4. Employees engaged in handling baggage shall not leave baggage at a receiving center unless the center is open and in use, and proper arrangements have been made to receive baggage at such center.
5. Each airline must post a conspicuous sign at its interline baggage receiving center, indicating the hours during which baggage can be received.

### **B. USE OF BAGGAGE CARTS**

1. Use of baggage carts is restricted to use by or for ticketed airport passengers only.
2. No person shall tamper with any baggage cart rental device.
3. Using baggage carts to assist passengers for a fee or gratuity, or to solicit a fee or gratuity, for services similar to the service provided by airport skycaps or baggage handlers, is strictly prohibited.
4. Baggage carts are not allowed on escalators.
5. Baggage carts are not allowed to be used by children under the age of 13.
6. Baggage carts are not allowed to be taken out of an Airport or Airport Rail Transportation System.
7. Airport employees and tenants are not allowed to keep baggage carts for personal use or for any use in connection with a business, such as to transport materials.
8. No person other than duly authorized baggage cart concessionaires shall dispense or rent baggage carts unused baggage carts.

# **GROUND TRANSPORTATION**

## **V. GROUND TRANSPORTATION**

### **A. TAXI DISPATCH SERVICE**

No person shall interfere with the taxi dispatch service operated by persons employed by, or employed pursuant to a contract with, the Port Authority, or the duties of personnel associated with the taxi dispatch service.

### **B. SOLICITATION OF GROUND TRANSPORTATION SERVICES IS PROHIBITED**

1. No person shall, within an Air Terminal, solicit another person's use of ground transportation services.
2. No person shall operate a vehicle within an Air Terminal for the purpose of soliciting another person to use ground transportation services, or to attract ground transportation passengers.

### **C. LOCATIONS FOR LOADING & UNLOADING GROUND TRANSPORTATION SERVICES PASSENGERS**

No vehicle providing ground transportation services shall load or unload passengers within an Air Terminal at any place other than that designated for that purpose.

### **D. PRE-ARRANGEMENT REQUIRED FOR PROVIDING GROUND TRANSPORTATION SERVICES**

1. Except as provided herein, ground transportation services shall be provided at an Air Terminal only pursuant to specific pre-arrangement.
2. Ground transportation services may be provided at an Air Terminal without specific pre-arrangement by the operator of a vehicle licensed to carry passengers for hire in response to hails from prospective passengers on public streets of the municipality whose boundaries include the location within an Air Terminal at which the vehicle is located. A vehicle licensed by the NYC Taxi & Limousine Commission as a "taxicab" pursuant to the rules of the Commission is a vehicle so licensed with respect to Air Terminal locations within the City of New York.
3. Ground transportation service "is provided pursuant to specific pre-arrangement" to a passenger arriving at an Air Terminal by aircraft only when the owner or operator, or the employee of the owner or operator, of a ground transportation service vehicle displays, at such location for that activity as may be designated for that ground transportation service provider, an announcement card listing:
  - a. the name of the ground transportation provider who dispatched the vehicle pursuant to pre-arrangement;
  - b. the name of the person for whom pre-arrangement for ground transportation was made; and

- c. the name of the airline and flight number of the flight on which the passenger arrived.

However, if pre-arrangement was made through the use of counter facilities operated by a person employed by, or employed pursuant to a permit or contract with the Port Authority, then the announcement card may list items a and b and only the name of the airline of the flight on which the passenger arrived.

#### E. AIRPORT RAIL TRANSPORTATION SYSTEM (AIRTRAIN)

1. Airport Rail Transportation System passengers must exit the system at a route terminus or upon completion of one entire route circuit, as is applicable.
2. It is prohibited for any person to interfere with the operation or schedule of Airport Rail Transportation System vehicles.

#### F. SCHEDULED SERVICE

No provision in this chapter is intended to prohibit vehicles making stops pursuant to a fixed schedule and operating pursuant to permission granted by a government regulatory agency with appropriate jurisdiction, from stopping to receive passengers at locations specifically designated for that purpose, whether or not pre-arrangement has been made to provide ground transportation services to passengers of such vehicles.

#### G. COURTESY VEHICLES

No provision in this chapter is intended to prohibit the operator of a vehicle from providing ground transportation services only to the place of business of a provider of another service, such as lodging, vehicle rental, or vehicle parking, to patrons of such other service, whether or not pre-arrangement has been made to provide ground transportation services to such place of business, subject to such conditions as the Airport Manager may impose on such operator and/or provider of such service.

#### H. ON-AIRPORT BUS SERVICE

1. On-Airport Bus Service passengers must exit the system at a route terminus or upon completion of one entire route circuit, as is applicable.
2. It is prohibited for any person to interfere with the operation or schedule of On-Airport Bus service vehicles.

# **VEHICLE OPERATING REQUIREMENTS**

## **VI. AIRPORT VEHICLE OPERATING REQUIREMENTS**

### **A. VEHICLE TYPES**

All vehicles are classified into six general types as follows:

- Type 1: Highway vehicles used exclusively in public areas and operate with federal or state license plates. (Examples: light-, medium-, & heavy-duty trucks, buses, and trailers.)
- Type 2: Highway vehicles used within the AOA and in public areas and operate with federal or state and PANYNJ license plates. (Examples: light-, medium-, & heavy-duty trucks, buses, & trailers.)
- Type 3: Highway vehicles used exclusively within the AOA and operate with PANYNJ license plates only. (Examples include light-, medium-, & heavy-duty trucks, & trailers.)
- Type 4: Vehicles used within the AOA and in public areas and operate with a PANYNJ license plate only, as authorized by the General Manager. These vehicles are of a specialized design and perform unique operational functions at an Air Terminal. (Examples include aircraft tow vehicles, baggage cart vehicles, aircraft refuelers, aircraft cargo loading equipment, ground power units, auxiliary power units, Airport emergency response equipment, snow blowers, etc.)
- Type 5: Off-highway, construction, and materials handling vehicles used within the AOA or public areas and operate with state, PANYNJ, or no license plates. (Examples include backhoes, loaders, cranes, excavators, paving equipment, compressors, etc.)
- Type 6: Stationary equipment permanently installed within the AOA and in public areas and not required to operate with any license plates. (Examples include backup and emergency generators, fire pumps, etc.)

### **B. REQUIREMENTS FOR VEHICLES OPERATING IN PUBLIC AREAS**

Vehicles operating in public areas or on roads outside the AOA (including crossing any public area or road outside the AOA) within the Airport's boundaries shall be operated in accordance with the following minimum requirements:

#### **1. Driver's License**

All vehicles shall be operated in accordance with the applicable laws and regulations of the jurisdiction(s) in which the Airport is located. The driver or operator shall also have such license(s), certification(s), permit(s), endorsement(s), or qualifying instruments as required by such laws and regulations.

#### **2. Vehicle Insurance**

- (a) Be operated in accordance with the requirements stipulated by the vehicle manufacturer, and when stricter operating requirements are required by these Rules & Regulations or specific instructions provided by the Airport Manager for

specific vehicles, the vehicle(s) shall be operated in accordance with the stricter requirements.

(b) Drivers and operators shall only drive and operate the vehicles from the driver or operator seat and passengers shall only be transported in the vehicle passenger seat(s).

### 3. Vehicle Operations

(a) Owners of Type 1 vehicles operating in public areas or on non-AOA roads shall provide the proper insurance or maintain financial security as required by the law of the state in which the vehicle is registered.

(b) All Type 2, 3, 4 and 5 vehicles shall only be permitted to operate in a public area or on a non-AOA road if the owner is in compliance with the requirements of 3(a) and Section "C" of this Chapter.

### 4. Vehicle Registration & Inspection

(a) All Type 1 Vehicles operating in public areas or on public roads outside the AOA shall be properly registered in accordance with the law of the state in which the airport is located, and shall be inspected in accordance with the provisions of the law of the state in which the vehicle is registered.

(b) All Type 2, 3, and 4 vehicles shall only be permitted to operate in a public area or on a non-AOA road if in compliance with the vehicle registration and inspection requirements of 3(a) and Section "C" of this Chapter.

### 5. Following Lawful Direction

All vehicles shall at all times comply with any lawful order, signal or direction of any authorized Port Authority representative. Where vehicular traffic is controlled by traffic lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized Port Authority representative directs otherwise.

### 6. Careless or Negligent Operation of Vehicles

No vehicle shall be operated in a manner which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

No person shall operate a motor vehicle at a Port Authority Airport while using a mobile telephone to engage in a call while such vehicle is in motion. An operator of a motor vehicle who holds a mobile telephone to, or in the immediate proximity, of his or her ear while such vehicle is in motion is presumed to be engaging in a call. The operator of a motor vehicle may use a handheld mobile telephone if:

(a) The operator has reason to fear for his/her life or safety, or believes that a criminal act may be perpetrated against him/herself or another person.

(b) The operator is using this device to report to appropriate authorities: a fire, traffic crash, serious road hazard; medical or hazardous material emergency; or another motorist who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol and/or drugs.

7. Vehicle Modifications

Vehicle modifications that eliminate, or interfere with, compliance with federal or state safety requirements are prohibited.

8. Right to Inspect

All vehicles are subject to immediate inspection by a duly authorized Port Authority representative.

9. Violations

Violations of vehicle operating procedures as specified in these Rules & Regulations or a violation of the Ground Vehicle Specifications may result in revocation of permission for a vehicle to operate at the Airport.

10. Vehicle Condition

All vehicles shall be properly equipped and maintained in a safe operating condition, and must meet the requirements established by the state where the Airport is located, Federal 49 CFR, and the Ground Vehicle Specifications, as is applicable.

11. Stickers

Vehicles shall not have any stickers, posters, signs, or objects on the windshield and/or rear windows of a vehicle other than those required by, or specifically authorized by, the law or regulation of a government body.

12. Seating & Seatbelts

Drivers, operators, and passengers shall use installed seatbelts or other restraint systems. Seatbelts and other restraint systems shall not be disabled or removed and shall be maintained in good working order.

13. Yield to Pedestrians

All vehicles shall yield to pedestrians in front of all buildings, in roadways, and in pedestrian crosswalks.

14. Driving Restrictions & Speed Limits

Vehicles shall not be driven or operated in excess of posted speed limits.

15. Parking, Standing or Stopping Vehicles

(a) No person shall park a vehicle or permit a vehicle to remain stopped within the Airport except in such areas and for such periods of time as may be prescribed by the Manager.

(b) No person shall park or permit a vehicle to remain stopped contrary to authorized signs, pavement markings or other traffic control devices.

(c) No person shall stop or park a vehicle:

- i. on any shoulder if the vehicle is not disabled
- ii. in front of a driveway
- iii. within a bus stop safety zone or taxicab zone, unless the vehicle is authorized to use such areas
- iv. on any roadway

- v. within 15 feet of fire hydrant
- vi. within 10 feet of an AOA perimeter security fence

#### 16. Payment of Parking Fees & Charges

No person shall park a vehicle within any public vehicular parking area except upon the payment of such parking fees and charges as are prescribed by the Port Authority.

#### 17. Vehicles in Possession of the Port Authority

A vehicle which has been placed in the lawful possession of the Port Authority because it was illegally parked, or for non-payment of fees, or for any other reason, and in respect of which any fee or charge, including towing and storage charges, are due, may be detained by the Airport Manager until said fees or charges have been paid. Such fees may be paid under protest, and a claim may be asserted for refund pursuant to applicable law.

#### 18. Vehicular Collisions

Any vehicular collisions that occur at the Airport shall be reported without unreasonable delay to the Port Authority Police. When any vehicle with a PANYNJ plate is involved in a collision, the vehicle may continue to operate after following the procedures listed in the section entitled "Vehicle Collisions" as stipulated in Subpart "C". The driver of any vehicle involved in a collision with another vehicle or pedestrian on any area of the Airport which results in any injury or death to any person or damage to any property shall immediately stop the vehicle at the scene of the collision. The driver of the vehicle involved in a collision shall give his name and address, and display his/her operator's license, and the vehicle's registration and proof of insurance or financial security documents to the driver of the other vehicle, or if none, the person injured, or to the police officer at the scene of the collision. The operator of such vehicle shall make such report(s) of such accident required by the law and regulations of the state in which such collision occurred.

#### 19 Disabled & Abandoned Vehicles

The Airport Manager has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or security problem, to any other area of the Airport. The owner of a vehicle which has been removed because of abandonment or violations of these Rules & Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle.

#### 20. Limitation of Trailered Vehicles

Tractor/semi-trailers may operate with double or triple trailers only when designed and equipped with the proper system(s) required to operate with multiple trailers. Baggage handling tow vehicle may tow a maximum of four (4) baggage trailers. Baggage tow vehicles may tow trailers only if the trailers are affixed in weight order with the heaviest trailer located the closest to the tow vehicle, and if no trailer exceeds a laden weight of 3,000 pounds. All other tow vehicles shall only operate with a maximum of one trailer. All full trailers shall not exceed a speed limit of 15 MPH on a straight road.

## 21. Omnibus-Trailer Configurations

Buses shall not have a full-trailer type design.

## 22. Operator's View

The front window of a vehicle shall not be blocked by an extended superstructure or payload that obstructs the operator's view in any direction. The vehicle shall also have a rear and/or side view mirrors that provide the operator with a view toward the rear/sides of the vehicle.

## 23. Oversize & Overweight Vehicles

- (a) No oversized or overweight vehicles (vehicles that exceed the state width, length, height, or weight limit) may enter or be operated on any area of an Airport without prior notice to the Port Authority Police setting forth specific oversize and overweight information, and the vehicle shall proceed only pursuant to specific instructions provided by the Police. The Police may grant permission to proceed either with or without Police assistance, and issue other specific instructions. The oversized or overweight vehicle may be required to have escort vehicles as listed below, provided by the owner/operator.
- (b) Oversized and overweight vehicles required to be escorted shall be escorted by a lead vehicle and trailing vehicle. The lead vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet in front of the oversized vehicle. The lead vehicle shall guide the oversized vehicle, warn on-coming vehicles and direct other traffic around the oversized/overweight vehicle's exposed limits. The trailing vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet behind the oversized vehicle and coordinate its efforts with the lead vehicle to escort the oversized vehicle.
- (c) Fire fighting, emergency response, aircraft refueling, snow removal vehicles, and other special purpose vehicles approved by the Airport Manager are exempt from the requirements of this section; however, these vehicles shall operate in accordance with the requirements and limitations prescribed by the Airport Manager. Aircraft service vehicles that are required to operate on or cross roadways outside the AOA, are exempt from the requirements of this section; however, such vehicle shall operate in accordance with the requirements and limitations prescribed by the Airport Manager.

## 24. Vehicle Security Requirements

Refer to Chapter II entitled "Airport Security."

## C. REQUIREMENTS FOR VEHICLES OPERATING WITHIN THE AOA

Vehicles operating in the AOA shall be operated in accordance with the following minimum requirements:

### 1. Driver's License & Training

- (a) The driver must be properly licensed and have all required endorsement(s) to operate such vehicle on a state or municipal highway of the state in which the Airport is located.
- (b) The driver must be fully trained in the operation of the vehicle for all of its functions, types of uses, and procedures to follow in the event of emergency
- (c) The driver must successfully complete Port Authority Airfield Driver Training and meet all requirements for Airport Security as specified under the chapter entitled "Airport Security."

## 2. Vehicle Operation

- (a) All vehicles shall be operated in accordance with the requirements stipulated by the vehicle manufacturer, and when stricter operating requirements are required by these Rules & Regulations or specific instructions provided by the Airport Manager for specific vehicles, the vehicle(s) shall be operated in accordance with the stricter requirements.
- (b) Drivers and operators shall only drive and operate vehicles from the driver or operator seat and passengers shall only be transported in the vehicle passenger seat(s).

## 3. Vehicle Insurance

Owners of Type 2, 3, 4 & 5 vehicles operating either in a public area or roadway or in the AOA shall provide insurance or maintain financial security as required by the Port Authority. The Port Authority shall inform applicants for operating permits of such requirements, and each applicant for an operating permit shall submit a current valid certificate of insurance or other documents required by the Port Authority as proof of compliance, with the initial Port Authority application. The document must be found satisfactory by the Port Authority prior to the processing of the vehicle registration application and issuance of PANYNJ plates. The applicant shall at all times maintain on file with the Port Authority a currently valid and satisfactory certificate of insurance or other acceptable proof of financial security for all vehicles operating with PANYNJ plates.

## 4. Vehicle Registration & Inspection

Type 2, 3, & 4 vehicles operating on the non-AOA roads or in public areas or in the AOA shall be properly registered, inspected, and approved by the Port Authority, and be equipped with PANYNJ plates with a valid inspection identification sticker. Type 2, 3, and 4 vehicles may operate on non-AOA roads within the Airport boundaries to the extent specifically authorized and permitted by the Manager. The limitation may be restricted to specific roads, designated areas, or specific parking locations. All vehicles shall be approved, registered, issued PANYNJ plates and inspection identification stickers, and have periodic inspections by the Port Authority as follows:

- (a) A registration application form provided by the Port Authority shall be submitted for each vehicle.
- (b) Each registration application form shall be submitted with a current valid certificate of insurance, or other document establishing financial security, or have

a current valid certificate of insurance, or other document establishing financial security on file with the Port Authority, meeting the requirements listed in the previous paragraph entitled "Vehicle Insurance.

- (c) All vehicles approved by the Port Authority for operation on the AOA shall be furnished with an initial registration certificate, a PANYNJ plate, and an inspection identification sticker.
- (d) The company operating the vehicle shall properly install the PANYNJ plates with the inspection sticker on the designated vehicle. The PANYNJ plates and inspection sticker shall be displayed on the vehicle in the manner designated by the Manager. The operating company shall also keep on file on the Airport the initial registration and insurance certificate.
- (e) All motorized vehicles, except aircraft fuel servicing vehicles and all other vehicles that handle or transport fuel products, shall be inspected every 12 months.
- (f) Each non-motorized vehicle shall be inspected once every 12 months, unless otherwise permitted.
- (g) Each aircraft fuel servicing vehicle, and each vehicle that handles or transports fuel products, shall be inspected once every 6 months.

#### 5. Following Lawful Direction

All vehicles shall comply with any lawful order, signal or direction of any authorized Port Authority representative. Where vehicular traffic is controlled by traffic lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized Port Authority representative directs otherwise.

#### 6. Careless or Negligent Operation of Vehicles

No vehicle shall be operated in a manner which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of any substance that impairs, impedes, or otherwise affects the ability of the driver to safely operate the vehicle, or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

#### 7. Vehicle Modifications

Vehicle modifications that eliminate or interfere with compliance with federal or state safety requirements are prohibited.

#### 8. Right to Inspect

All vehicles are subject to immediate inspection by a duly authorized Port Authority representative.

#### 9. Violations

Violations of vehicle operating procedures as specified in these Rules & Regulations or a violation of the Ground Vehicle Specifications may result in revocation of permission for a vehicle to operate at the Airport.

#### 10. Vehicle Condition

All vehicles shall be properly equipped and maintained in a safe operating condition, and must meet the requirements established by the state where the Airport is located, Federal 49 CFR, and the Ground Vehicle Specifications.

11. Stickers

Vehicles shall not have any stickers, posters, signs, or objects on the windshield and/or rear windows of a vehicle other than those required by, or specifically authorized by, the law or regulation of a government authority.

12. Seating & Seatbelts

Drivers, operators, and passengers shall use installed seatbelts or other restraint systems. Seatbelts and other restraint systems shall not be disabled or removed and shall be maintained in good working order.

13. Yield to Aircraft

Vehicles shall yield and give the right of way to all aircraft in motion.

14. Restricted Operation on Runways, Taxiways, & Landing Areas

Non-Port Authority vehicles are prohibited from operating on any runway, taxiway and safety area unless under escort by the Port Authority or FAA maintenance. All vehicles shall obtain permission from the Control Tower before entering or operating on any runway, taxiway, or landing area. All vehicles operating in these areas shall have an operating two-way radio turned "on" and tuned to the ground control frequency, and shall have an operating rotating amber light located at the highest structure of the vehicle turned "on" between the hours of sunset and sunrise and during periods of rain, snow, fog, and other conditions resulting in low visibility. All vehicle drivers shall follow all directions provided by the FAA controller.

15. Driving Restrictions & Speed Limits

While on the AOA, vehicles shall only be driven or operated on Restricted Vehicle Service Roads. Except for Port Authority vehicles, vehicles shall not be driven or operated in excess of 20 MPH while on the AOA.

16. Operation of Vehicles on Ramps & Apron Areas

No vehicle shall be operated within 30 feet of any aircraft passenger entrance door or passenger pathway when the ramp or apron areas are being used to load or discharge passengers. Speed limit in these areas is 10 MPH.

17. Parking, Standing, or Stopping Vehicles

No person shall park a vehicle or permit the vehicle to remain stopped on roads in the AOA, except in such areas and for such periods of time as may be prescribed or permitted by the Manager.

(a) No person shall stop or park a vehicle contrary to restrictions posted on authorized signs, or in any of the following areas:

- i. in front of a driveway
- ii. within a bus stop safety zone or taxicab zone, except vehicles authorized to use such areas
- iii. no parking or stopping areas

- iv. on any roadway
- v. on any shoulder if the vehicle is not disabled
- vi. within 15 feet of a fire hydrant
- vii. within 10 feet of an AOA perimeter security fence
- viii. within any restricted or marked areas

#### 18. Vehicles in Possession of the Port Authority

A vehicle which has been placed in the lawful possession of the Port Authority because it was illegally parked, or for non-payment of fees, or for any other reason, and in respect of which any fee or charge, including towing and storage charges, are due, may be detained by the Airport Manager until said fees have been paid. Such payment may be made under protest and a claim for refund may be made pursuant to applicable law.

#### 19. Vehicle Collisions

Any vehicle collisions that occur at the Airport shall be reported without unreasonable delay to the Port Authority Police. When any vehicle with a PANYNJ plate is involved in an accident, the vehicle must be inspected by the Port Authority Motor Vehicle Inspector before returning to service. The driver of any vehicle involved in a collision with another vehicle or a pedestrian on any area of the Airport which results in any injury or death to any person or damage to any property shall immediately stop the vehicle at the scene of the collision, and report the collision to the Port Authority Police. The driver of the vehicle involved in an accident shall give his name and address, and display his or her operator's license and the vehicle's registration and, proof of insurance or financial security documents to the driver of the other vehicle or if none, the person injured, or to a police officer at the scene of the collision. The operator of such vehicle shall make such report(s) of such collision as required by the law and regulations of the state in which such collision occurred.

#### 20. Disabled & Abandoned Vehicles

The Airport Manager has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or security problem, to any other area of the Airport. The owner of a vehicle which has been removed because of abandonment or violations of these Rules & Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle.

#### 21. Limitation of Trailered Vehicles

Tractor/semi-trailers may operate with double or triple trailers only when properly designed and equipped with the proper system(s) required to operate with multiple trailers. Baggage handling tow vehicle may only have a maximum of four (4) baggage trailers, with the heaviest trailers located the closest to the tow vehicle, and no trailer shall exceed a laden weight of 3,000 pounds and an overall trailer length of sixty (60) feet. All other tow vehicles shall only operate with a maximum of one trailer. All full trailers shall not exceed a speed limit of 15 MPH on a straight road.

#### 22. Omnibus-Trailer Configurations

Buses shall not have a full-trailer type design.

### 23. Operator's View

The front window of the vehicle shall not be blocked by an extended superstructure or payload that obstructs the operator's view in any direction. The vehicle shall also have a rear and/or side view mirrors that provide the operator with a view toward the rear/sides of the vehicle.

### 24. Oversize & Overweight Vehicles

(a) No oversized or overweight vehicles (vehicles that exceed the state width, length, height, or weight limit) may enter or be operated on any area of an Airport without prior notice to the Port Authority Police, setting forth specific oversize and overweight information. Such vehicles shall proceed only pursuant to instructions provided by the Police. The Police may grant permission to proceed either with or without their assistance, and issue other specific instructions. The oversized or overweight vehicle may be required to have escort vehicles as set forth below, provided by the owner/operator. The Airport Manager, when issuing PANYNJ plates to operate specialized vehicles for AOA operations, may exempt such vehicles from escort requirements. Permission to operate specialized equipment under such exemption shall be limited to operation in the AOA only, and limited by any other restrictions issued at the time the PANYNJ plates are issued.

- i. When oversized and overweight vehicles are required to be escorted, they shall be escorted by a lead vehicle and trailing vehicle. The lead vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet in front of the oversized vehicle. The lead vehicle shall guide the oversized vehicle, warn on-coming vehicles and direct other traffic around the oversized/overweight vehicle's exposed limits. The trailing vehicle shall have an operating yellow flashing light on the roof, and it shall be positioned not more than 40 feet behind the oversized vehicle and coordinate its efforts with the lead vehicle to escort the oversized vehicle.
- ii. Fire fighting, emergency response, aircraft refueling, snow removal vehicles, and other special purpose vehicles approved by the Airport Manager are exempt from the requirement of this section; however, these vehicles shall operate in accordance with the requirements and limitations prescribed by the Airport Manager. Aircraft service vehicles that are required to operate on or cross roadways outside the AOA, are exempt from the requirements of this section; however, such vehicle shall operate in accordance with the requirements and limitations prescribed by the Airport Manager.

### 25. Vehicle Security Requirements

Refer to Chapter II entitled "Airport Security."

### D. REQUIREMENTS FOR VEHICLES OPERATING IN PUBLIC AREAS AND WITHIN THE AOA

All such vehicles shall comply with all requirements found in both Subparts "B" and "C" of this chapter.

## E. REQUIREMENTS FOR ALTERNATIVE FUELED VEHICLES & EQUIPMENT

1. Alternative Fueled Vehicles and Equipment shall be in full compliance with the appropriate NFPA standards. All Alternative Fueled Vehicles & Equipment can only be operated with the authorization and within the guidelines, limitations, and constraints set by the Airport Manager.
2. Alternative Fueled Vehicles that travel upon or cross any non-AOA roads or areas shall comply with the regulations and laws applicable to the jurisdiction in which the Airport is located.

### 3. LPG, LNG, & CNG Vehicles

The operating, fueling, fuel storage and handling, repairing, and other activities affecting LPG, LNG and CNG shall comply with applicable NFPA standards and the state and local laws and regulations of the jurisdiction(s) in which the Airport is located. These vehicles and equipment shall also comply with the following:

- (a) Fuel cylinders and containers, vehicle or equipment fueling and repairs, and signs and placards shall be in compliance with the requirements stipulated in the Ground Vehicle Specifications.
- (b) Garaging of vehicles and the repair facilities shall comply with NFPA and all other applicable standards. All garages used for the storage and/or servicing of vehicles shall be equipped with explosion-proof equipment.
- (c) The tenant and/or owner of the vehicle shall provide evidence that the operator is certified to drive the vehicle according to laws and regulations of the United States and the state and municipality in which the airport is located.
- (d) Signs shall be placed on each vehicle in one inch high letters indicating that it is a vehicle or equipment fueled by LPG, LNG, or CNG.
- (e) Vehicles and equipment with LPG or LNG systems used for refrigeration or for the warming of foods shall comply with the applicable NPFA standards.
- (f) Alternative fueled vehicles shall park only in areas specifically designated by the Manger for that purpose.
- (g) Vehicles fueled by LPG or LNG shall not enter buildings, structures, tunnels, ramps, and rooms adjacent to terminal buildings or enclosed or underground parking facilities.

## F. STATIONARY EQUIPMENT

Permanent and temporary stationary equipment designated as Type 6 equipment, whether located inside or outside the AOA, shall not be installed or operated without the approval of the Manager. All stationary equipment shall be in compliance with the requirements set forth in the Ground Vehicle Specifications.

## G. SPECIAL AIRPORT OPERATING PROCEDURES

1. Newark Liberty International Airport - Oversize & Overweight Vehicles  
Oversized and overweight vehicles, including loaders and supertugs, shall not be operated on the RVSR behind Terminals A, B, & C.
2. LaGuardia Airport - AOA Speed Limits  
The speed limit on the Inner Vehicle Service Road and ramp/apron areas is 10 MPH.

# **FUELING OPERATIONS**

## **VII. FUELING OPERATIONS**

### **A. DESIGN & CONSTRUCTION OF VEHICLES USED IN FUELING OPERATIONS**

The design and construction of all Vehicles and equipment used for fueling operations within the AOA must comply with Port Authority requirements as contained in these Rules and Regulations and in the Port Authority Ground Vehicle Specifications, which are set forth in an appendix to these Rules & Regulations, as well as to all applicable requirements of other government bodies.

### **B. OPERATION OF AIRCRAFT ENGINES DURING FUELING**

1. Aircraft fueling is prohibited while the engine of the aircraft being fueled is running or being heated, with the following exceptions:
2. Rotorcraft powered by a turbine jet engine utilizing only jet fuel that is loaded into the rotorcraft via fueling ports located below the engine(s), may be fueled while the engine(s) is running provided that no passengers are on board, an appropriately licensed pilot knowledgeable with respect to fueling procedures under such conditions is at the controls of the rotorcraft, and the fueling is performed by ground personnel who are knowledgeable with respect to fueling procedures under such conditions.
3. Onboard auxiliary power units may be operated during fueling operations. In an emergency resulting from the failure of an onboard auxiliary unit on a jet aircraft and in the absence of suitable ground support equipment, a jet engine mounted at the rear of the aircraft or on the wing on the side opposite from the fueling point may be operated during fueling to provide power, provided that the operation follows procedures approved by the Airport Manager.

### **C. BONDING**

1. Prior to making any fueling connection to the aircraft, the fueling equipment shall be bonded to the aircraft by use of a cable, thus providing a conductive path to equalize potential between the fueling equipment and aircraft. The bond shall be maintained until fueling connections have been removed, thus permitting the reuniting of separated charges that could be generated during the fueling operation.
2. In addition to the above, when fueling overwing, the nozzle shall be bonded with a nozzle bond cable having a clip or plug to a metallic component of the aircraft that is metallically connected to the filler port. The bond connection shall be made before the filler cap is removed. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the potential between the nozzle and the filler port. The spout shall be kept in contact with the filler neck until the fueling is completed.
3. When a Hydrant Servicer Vehicle or Hydrant Service Cart is used for fueling, the hydrant coupler shall be connected to the hydrant system prior to bonding the fuel

equipment to the aircraft. Bonding and fueling connections shall be disconnected in the reverse order of connection.

4. When an Aircraft Refueling Tanker Vehicle is used for fueling, the vehicle will be bonded to the aircraft prior to making the connection to the aircraft fueling point. Bonding and fueling connections shall be disconnected in the reverse order of connection.

#### D. LIGHTNING PRECAUTIONS

Fuel servicing operations shall be suspended when lightning flashes are observed in the immediate vicinity of the airport.

#### E. PORTABLE FIRE EXTINGUISHERS

During fueling operations, UL listed dry chemical fire extinguishers shall be available on aircraft servicing ramps or aprons, as follows:

1. Each Aircraft Refueling Tanker Vehicle shall have two UL listed extinguishers, each having a rating of 20B, one mounted on each side of the vehicle.
2. Each Hydrant Service Vehicle shall have two UL listed extinguishers having a rating of at least 20B mounted in a position readily accessible by the attendant.
3. Where open hose discharge capacity of the aircraft fueling system or equipment is more than 200 gallons per minute, at least one UL listed wheeled extinguisher having a rating of not less than 80b and a minimum capacity of 125 lbs. of agent shall be provided.

#### F. OPERATION OF RADIO TRANSMITTERS AND GROUND SURVEILLANCE RADAR DURING FUELING

1. During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver in such aircraft, or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within fifty (50) feet of such aircraft. The use of non-electrically powered mechanic hand tools is permitted in the performance of routine and non-routine maintenance on the aircraft. Aircraft components may be removed or installed. If such components are powered by the aircraft electrical system, electrical power must be removed from the component circuit before removal or installation. Once component installation is completed, functional test or BITE check of system can be completed with electrical power to circuit restored. This does not include radar which can be tested but must not be placed in full operation so as to transmit or radiate.
2. Surveillance radar equipment in aircraft shall not be operated within 300 ft. of any fueling, servicing, or other operation in which flammable liquids, vapors, or mist may be present.

#### G. AIRCRAFT OCCUPANCY DURING FUELING

During fuel handling in connection with any aircraft no passenger shall be permitted to remain in such aircraft or to enter or depart from such aircraft unless a qualified attendant is at each door that is in use for this purpose, and unless means of safe emergency egress is in position in the event that such device is required for the safe and rapid debarkation of the passengers.

#### H. PREVENTION AND CONTROL OF SPILLS

1. Fuel servicing equipment shall be maintained in safe operating condition. Leaking or malfunctioning equipment shall be removed from service.
2. Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
3. The delivery of fuel shall at all times be under the control of the vehicle attendant through the use of approved flow-controlling devices operated by the attendant, designed to shut off automatically upon release of hand or foot pressure. Latching of, or fastening devices on, the control units is prohibited.
4. In the event of fuel spillage during aircraft fueling, the aircraft's engines may not be started until the area has been cleaned in an effective manner, in conformance with all applicable environmental, health and safety laws and permission to start engines has been granted by the Airport Manager
5. If a fuel spill is over 10 ft. in any direction or over 50 sq. ft. in area, or spilled fuel continues to flow, or is otherwise a hazard to persons or property, the Port Authority Police shall be notified. In addition, the spill shall be investigated by the tenant, permittee, or lessee of the property on which the spill occurred, and the refueling operator, to determine the cause, whether emergency and notification procedures were properly carried out, and what corrective measures are required to prevent such a spill from recurring.
6. No aircraft may be fueled unless all onboard gauges and devices whose purpose is to monitor fueling to enable the detection of, or to prevent, the overfilling of tanks are in proper working order. The operation of valves that negates system overfill devices or disabling of such devices and equipment is expressly prohibited. The operator must immediately take measures to prevent fuel from entering area storm drains to prevent fuel from entering the airport storm water drainage system when fueling or conducting a maintenance activity. In the event of a fuel spill, the operator must make required spill notifications to the State Special Hotline and any other enforcement agencies required to receive such notification.
7. No more than one Aircraft Refueling Tanker Vehicle shall be permitted to be connected to the same aircraft fueling manifold unless means are provided to prevent fuel from flowing back into a tank vehicle because of differences in pumping pressure.

#### I. EMERGENCY FUEL SHUTOFF SYSTEMS

Hydrant fueling systems must be designed with a means for quickly and completely shutting off the flow of fuel in the event of an emergency.

1. The emergency fuel shutoff system shall include shutoff stations located outside of probable spill areas and near the route that would normally be used to leave the spill area or to reach fire extinguishers provided for the protection of the area.
2. At least one emergency shutoff control station shall be conveniently accessible to each fueling position.
3. The emergency fuel shutoff system shall be designed so that operation of a station will shut off fuel flow to all hydrants that have a common exposure.
4. Each emergency fuel shutoff station shall be placarded "**EMERGENCY FUEL SHUTOFF**" in letters at least 2 in. high. Method of operation shall be indicated by an arrow or by the word "**PUSH**" or "**PULL**", as appropriate. Lettering shall be of a color sharply contrasting with its background for visibility (high visibility orange letters on a white background are desirable). Placards shall be weather resistant, shall be located at least 7 ft. above grade and positioned so they can be readily seen from a distance of at least 25 ft.

#### J. AVIATION FUEL STORAGE

All operators of an aircraft at Port Authority Air Terminals who receive, and all persons who supply, aviation fuel shall use the aviation fuel storage area and delivery facilities designated by the Port Authority for such use. If and for any period during which these facilities are not available, the operators may make other arrangements with their suppliers of aviation fuel for deliveries thereof to their aircraft, provided that such other arrangement shall be subject to the approval of the Port Authority from the standpoint of safety, environmental compliance, traffic control and similar matters.

#### K. TRANSFER OF FUEL BETWEEN VEHICLES

The transfer of any fuel from one Aircraft Refueling Tanker Vehicle to another is prohibited within the boundaries of an air terminal without the permission of the Airport Manager.

#### L. REFUELING AUTOMOTIVE VEHICLES & EQUIPMENT

Automotive and ramp equipment other than Refueling Service Vehicles and Tank Vehicles shall be refueled by authorized fuel service contractors authorized by the Port Authority only at prescribed refueling stations and from dispensing systems at the air terminal, all as approved by the Airport Manager. Refueling Service Vehicles and Tank Vehicles may also be refueled from airport Mobile Refueling Stations at times and locations designated by the Airport Manager.

#### M. FUELING VEHICLE EQUIPMENT & MAINTENANCE

1. All fueling vehicles operating in the aeronautical areas at Air Terminal shall be properly equipped and maintained and must meet the requirements established by the Port Authority. All Fuel Dispensing Vehicles shall carry a copy of the approved route map showing the routing for that vehicle to and from the refueling stations, the aviation fuel storage and delivery facilities, and the vehicle storage and maintenance base.

#### N. SMOKING IN THE VICINITY OF FUELING VEHICLES

Smoking by any person on or within fifty (50) feet of a tank vehicle or refueling service vehicle is prohibited.

#### O. PARKING RESTRICTIONS

No Aircraft Refueling Tank Vehicle shall be parked within fifty feet of a building or hangar, other than a refueling service shop, or within ten feet of any other refueling tank vehicle.

#### P. ATTENDANTS

1. The driver, operator or attendant of any Tank Vehicle, during the routine fuel servicing of an aircraft at terminal gates, terminal hardstands, or at any stand or gate at a cargo facility, shall be in attendance with the vehicle at all times, and shall have, under his control, the delivery of fuel through the use of approved fueling control devices designed to shut-off automatically at the outlet. Under these controlled conditions, a single driver or operator may perform the complete servicing of any aircraft, provided the distance between the automatic shut-off device and the mechanism it controls shall not exceed 50 feet.
2. Any other fuel servicing not consistent with the above parameters, such as high overwing fueling, fueling from a remote ladder or remote stand in excess of six (6) feet in height, or in a position more than 50 feet from the tank vehicle, will require additional personnel on the ground, familiar with the operation, to provide a fire watch.

#### Q. FIRE WATCH

A fire watch shall not serve more than two (2) vehicles or two (2) aircraft under fuel servicing simultaneously and must be within 75 feet of any surveillance.

#### R. POSITIONING OF VEHICLES

Aircraft Fuel Servicing vehicles shall be positioned so that a path of egress from the aircraft for fuel servicing vehicles shall be maintained.

#### S. PARKING BRAKES

Parking brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab. After leaving the cab, the first action to be taken by a fuel service vehicle operator shall be to place chocks, of appropriate size and geometry, forward and aft of the drive wheels to prevent the vehicle from moving in either direction. The last action prior to entering the cab of the vehicle for departure shall be removal of such chocks.

#### T. LIMITATIONS ON THE NUMBER OF FUELING VEHICLES PER AIRCRAFT WING

Not more than one Aircraft Refueling Tanker Vehicle shall be positioned to refuel each wing of an aircraft and not more than two refuelers shall be positioned to serve the same aircraft. When high capacity aircraft are refueled, additional refuelers shall not be parked or positioned within 100 feet from the aircraft served and then only in areas approved by the Airport Manager.

#### U. DEFUELING

The requirements applicable to fueling of an aircraft shall apply to the transfer of fuel from an aircraft to a Tank Vehicle through a hose. In addition, each operator shall establish procedures to prevent the overfilling of the Tank Vehicle, which is a special hazard during defueling.

#### V. LOADING OF CARGO TANKS

During the filling of the fuel cargo tank, no compartment shall be completely filled or filled higher than the "FULL" marker and the driver-operator or the attendant shall be present at the vehicle at all times. The fuel Tank Vehicle, the tank truck filling rack, and the flammable liquid discharge piping shall all be grounded to a point of zero electrical potential.

1. When top loading, the attendant shall continuously monitor the cargo tank level to prevent overfilling.
2. When bottom loading, the attendant shall perform the precheck on each compartment shortly after flow has started to ensure that the automatic high-level shutoff system is functioning properly.

#### W. PARKING & POSITIONING OF FUELING VEHICLES

1. When parked, Aircraft Refueling Tank Vehicles shall be positioned for immediate drive away or towing, and a clear space of not less than ten feet shall be maintained between any parked refueling tank vehicle and any similar or other parked or moving vehicle.
2. In addition to the foregoing, where five or more vehicles are parked, there shall be chemical wheel-type fire extinguishers with a rating of 80B or greater and a minimum of 120 lbs. of agent positioned so one or more units will be located no more than 100 feet from any vehicle.

3. In areas where five or more refueling tank vehicles are parked, signs shall be posted in all directions, legible from 100 feet reading "DANGER - AIRCRAFT FUEL - NO SMOKING - NO OPEN FIRE OR LIGHTS". Tank vehicles and Refueling Service Vehicles shall not be parked in public areas, except as designated by the Airport Manager.

#### X. VEHICLE MOTORS

The motor of an Aircraft Refueling Tank Vehicle shall not be run during the filling of the cargo tank, while making or breaking fuel filling connections, or during repairs to the fuel handling system. The propulsion motor for refueling service vehicles shall not be run during the fuel transfer and while making and breaking hose connections.

#### Y. AUTOMOTIVE FUEL DISPENSING VEHICLES

1. Automotive Fuel Dispensing Vehicles shall not be located within 50 feet of any structure other tank vehicles or aircraft while refueling operations are in progress.
2. Automotive Fuel Dispensing Vehicles shall not dispense fuel except at such times and at such Automotive Refueling Stations as approved by the Manager and, in no event, shall refueling operations take place if other tank vehicles or aircraft are within 50 feet of such refueling operation.
3. Mobile Refueling Stations and Automotive Fuel Dispensing Vehicles shall not dispense fuel unless properly grounded.
4. The Manager shall have the authority to deny the use of the Air Terminal Highways and other roadways to any vehicle that is defined as being "over-width".
5. Automotive Fuel Dispensing Vehicles shall carry a sufficient quantity of absorbent material, approved by the Airport Manager, to contain accidental fuel spills.
6. The manager may permit Automotive Fuel Dispensing Vehicles to dispense fuel at locations other than Automotive Refueling Stations. Fuel may not be dispensed from an Automotive Fuel Dispensing Vehicle pursuant to such permission unless the site is equipped with a ground rod, suitable barricades, and a 150 pound wheeled fire extinguisher. Other protective requirements and restrictions may be prescribed by the Manager in granting such permission.

# **AIRCRAFT OPERATIONS**

## VIII. AIRCRAFT OPERATIONS

### A. RESPECT FOR RIGHTS & SAFETY OF OTHERS

No Aircraft shall be operated at an Air Terminal in a manner which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic or habit-forming drug, or any substance which impairs, impedes, or otherwise affects the ability of such person(s) to safely operate the Aircraft, or while such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

### B. FOLLOWING DIRECTIVES, SIGNAGE, LIGHTS, ETC.

The pilot or other person aboard engaged in the operation of any Aircraft (except when subject to the direction or control, for ground movement purposes, of the Federal Aviation Administration or other Federal agency) being operated at any Air Terminal must at all times comply with any lawful order, signal or direction of an authorized representative of the Port Authority. When operation of such aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings, shall be obeyed unless an authorized representative of the Port Authority directs otherwise.

### C. NON-PAYMENT OF CHARGES

The Airport Duty Manager shall have the authority to detain any Aircraft for non-payment of charges due to the Port Authority.

### D. RIGHT OF DENIAL

The Manager shall have authority to deny the use of an Air Terminal to any Aircraft or pilot violating Port Authority or Federal regulations, whether at such Air Terminal or elsewhere.

### E. REPORTING ACCIDENTS

The operator of any Aircraft involved in any accident causing personal injury or property damage at an Air Terminal shall report said accident promptly to the Manager ~~and~~or the Port Authority police.

### F. DISPOSAL OF AIRCRAFT

The pilot or operator thereof shall be responsible for the prompt disposal of Aircraft wrecked or disabled at an Air Terminal and parts of such Aircraft as directed by the Manager; in the event of his failure to comply with such directions such wrecked or

disabled Aircraft and parts may be removed by the Port Authority at the operator's expense and without liability for damage which may result in the course of such removal.

#### G. EMERGENCIES

When informed of an emergency by FAA, Port Authority or other party, all Aircraft shall clear active runways and shall hold their positions unless otherwise directed by the Air Traffic Control Tower.

#### H. TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any Aircraft at an Air Terminal, or start the engine of such Aircraft without the operator's consent.

#### I. CONSENT TO ENTER AIRCRAFT

No person shall enter an Aircraft without the consent of the person in charge thereof.

#### J. ENPLANING & DEPLANING

Passengers shall not be permitted to enplane or deplane except in the presence of authorized personnel.

#### K. AIRCRAFT LOADING & UNLOADING

No Aircraft may be loaded or unloaded without permission except in designated areas and all passengers must be channeled through established routes to and from the Aircraft. When the Manager shall determine that aircraft is not compatible with boarding and de-boarding operations making use of aircraft loading bridges affixed to terminal building gates, such aircraft shall be ground boarded and de-boarded in areas designated by and pursuant to procedures established by the Manager.

#### L. AIRCRAFT MAINTENANCE

All repairs of aircraft beyond common ramp service, including cleaning of, or otherwise maintaining aircraft, shall be accomplished only in areas designated for that purpose by the Manager.

#### M. PERMISSION TO OPERATE

No aircraft may operate at any Airport without prior approval of the Airport Manager. No aircraft shall cross an air terminal highway or a non-AOA highway at an Air Terminal under its own power, or under tow, without permission.

#### N. REMOVAL OF SPILLS

Any spillage or dripping of gasoline, oil, grease, or any other material which may be unsightly or detrimental to the pavement in any area at an Air Terminal shall be removed immediately by suitable procedures in a manner satisfactory to the Manager. The responsibility for the immediate removal of such gasoline, oil, grease, or other material shall be assumed by the operator of the equipment causing the same. Spills that enter, or have the potential to enter, the environment (i.e., soil or water) must be reported to the State agency, and to all other governmental agencies, with environmental oversight, in accordance with State regulations, and all other applicable laws and regulations.

#### O. AIRCRAFT RAMP & APRON SCRUBBING

All Aircraft ramp and apron scrubbing shall be accomplished through the use of approved vacuum-type scrubbers and the wastewater picked up from the ramps shall be disposed of in a triturator or any approved designated opening to the sanitary sewer system. Scrubbing schedules, based on Aircraft ramp and apron activity and type of operation, shall be approved by and filed with the Manager.

#### P. AIRCRAFT DEICING – GLYCOL BASED DEICERS

Best Management Practices should be used to minimize the excessive use of glycol. Proper technique should be used when de-icing aircraft to ensure that only the amount of chemical needed to complete the job is applied. To the extent possible, other de-icing and anti-icing techniques should be utilized to minimize the use of ethylene glycol. These techniques are described in detail in FAA Advisory Circular number 20-117. Efforts must be made to collect overspray from ramp areas if feasible. Collected material should be disposed of or recycled. Quantities of deicer used (inclusive of quantities disposed of or recycled) must be reported to the Port Authority on a monthly basis.

#### Q. HEATING OF ENGINES

The heating of engines at an air terminal shall be done only by the use of steam, hot water, hot air or approved electric heaters.

#### R. USE OF GATE POSITIONS

No aircraft may use a gate position without prior permission from the Manager. Air terminals shall report gate activity to the Port Authority in such manner as shall be prescribed by the Manager.

#### S. COMPLIANCE WITH AIR TERMINAL RESTRICTIONS

Before commencing operations at any Port Authority airport, the aircraft operator shall give assurances when required by the Director of Aviation that the operator will comply with applicable operational, safety, and other restrictions, including (but not limited to) maximum gross take-off weight and maximum allowable wing span. Information on these restrictions can be obtained from the Office of the Director of Aviation, The Port

Authority of New York and New Jersey, Aviation Department, 225 Park Avenue South – 9<sup>th</sup> Floor, New York, N.Y. 10003.

#### T. LANDING & TAKING OFF

1. The Port Authority may prohibit aircraft landing and taking off at any time when, and under any circumstances under which the Manager deems such landings and takeoffs are likely to endanger persons or property, except for emergency landings.
2. No person shall navigate any aircraft, land aircraft upon, fly aircraft from, or conduct any aircraft operations on or from an Air Terminal otherwise than in conformity with then current Federal Aviation Administration and National Transportation Safety Board rules and regulations.
3. No aircraft, or helicopter, may land or take-off at an air terminal without prior permission unless it is equipped with a functioning radio capable of direct two-way communication with the Air Traffic Control Tower on all appropriate frequencies, except in case of emergency.
4. No motorless aircraft may land or take off at a Port Authority Air Terminal without permission of the Manager.
5. No ultralight aircraft may land or take off at a Port Authority Air Terminal without permission of the Manager.
6. Jet-assisted takeoffs shall not be made at an air terminal without obtaining permission of the Manager and notifying the Air Traffic Control Tower in advance.
7. No aircraft shall land, take-off or taxi at an Air Terminal with a student pilot at the controls.
8. No person shall practice aircraft landings or takeoffs at an Air Terminal without permission of the Manager.
9. No aircraft shall use any part of the public landing areas considered temporarily unsafe for landing or taking-off, or which is not available for any cause. The boundaries of such areas will be marked with orange flags by day and red lights by night, and notice thereof will be given to the Air Traffic Control Tower by the Port Authority.
10. Aircraft landing at an Air Terminal shall make the landing runway or touchdown area available to others by leaving such location as promptly as possible.
11. No Aircraft having an actual gross weight (including passengers, cargo, fuel, equipment, etc.) in excess of maximum gross weight for such Aircraft authorized by the Director of Aviation shall land, take off, or taxi at an Air Terminal without Permission of the Manager.

#### U. STARTING, TAXIING, TOWING & PARKING

1. Aircraft shall not be positioned, started or taxied so that propeller slipstream, jet engine exhaust blast or rotor down-wash may cause injury to persons, or damage to property, or where it may generate turbulence across taxiways, runways, vehicle

service roads, or heliport areas, so as to endanger the safety of operations on an Air Terminal. If it is impossible to taxi Aircraft without compliance with the above, then the engine or engines must be shut off and the Aircraft towed.

2. Except for helicopters, no person shall start an Aircraft engine at an Air Terminal unless there is a qualified attendant standing by outside the Aircraft with a twenty pound or larger dry chemical fire extinguisher, or unless the engines are equipped with their own fire control system. With regard to helicopters, the engine starting procedure shall be in a manner acceptable to the Manager.
3. No Aircraft shall be started, run or taxied at an Air Terminal unless a certificated pilot certificated to operate that particular type of Aircraft or a certificated A and P mechanic qualified to start, run or taxi that particular type of Aircraft is attending the controls.
4. No aircraft engine shall be started unless the main landing wheels are chocked and the brakes of the aircraft fixed and locked, unless alternate procedures approved by the Manager are followed.
5. No helicopters shall be started, run, or taxied at an Air Terminal unless a certificated helicopter pilot certificated to operate that particular type of helicopter is attending the controls, or, if the Manager has given his or her approval, a certificated A and P mechanic is attending the controls.
6. All aircraft which are being taxied, towed or otherwise moved at an Air Terminal shall be under full control and shall move or be moved at a reasonable speed.
7. Whenever any aircraft is being taxied, towed or otherwise moved on the public landing area, public ramp and apron area, public passenger ramp and apron area, or public cargo ramp and apron area, there shall be a person attending the controls of the aircraft who shall monitor by radio the transmitting frequency in use by the Control Tower or who, if necessary, will cause that frequency to be monitored by another person in the aircraft at the time. In the event of radio equipment failure, the Control Tower may use an Aldis Lamp for communication.
8. No person shall park an aircraft or leave the same standing on a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area at an air terminal except at such places as may be prescribed or permitted by the Manager. When in public storage areas, those aircraft for which tie-down fittings are provided shall be required to make proper use thereof.
9. When parked, helicopters shall have rotor braking devices and/or tiedowns applied to the rotor blades.
10. Upon direction from the Manager, the operator of any Aircraft parked or stored at an Air Terminal shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Port Authority may tow said Aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving.
11. No Aircraft shall be taxied into or out of a hangar under its own power.

12. Every Aircraft parked on a Public Ramp or Apron Area, Public Passenger Ramp or Apron Area, or Public Cargo Ramp and Apron Area shall have its running lights turned on during the hours between sunset and sunrise, except in certain areas designated by the Manager, or in areas which are illuminated during these hours.
13. All Aircraft being taxied, towed or otherwise moved at an Air Terminal shall proceed with running lights on during the hours between sunset and sunrise.
14. No person shall maneuver an Aircraft, park, or leave the same standing on a ramp or apron area in such a way that any portion of said Aircraft will protrude beyond the ramp or apron limits, unless previously authorized.
15. It is required that one wing walker, preferably two be positioned on the ground, located at the outward tip of each wing, to monitor the clearance of each wing as the aircraft enters and exits the ramp.
16. LaGuardia Airport is to be utilized for nonstop domestic flights and international flights pre-cleared by the Federal Inspection Services only to and from points that are located within 1,500 statute miles of LaGuardia Airport, and to and from Denver,CO. The foregoing limitation does not apply to flight operations conducted on Saturdays or to general aviation operations conducted at the Marine Air Terminal.

#### V. FOREIGN MILITARY & STATE AIRCRAFT

1. Due to the high volume of traffic at Port Authority Airports, foreign military and state aircraft are required to depart within two hours of arrival.
2. Overnight parking of foreign military and state aircraft at Port Authority Airports is strictly prohibited.

#### W. RUNUPS

No jet or turboprop aircraft engine shall be run-up except in areas authorized by the Manager. Aircraft engines shall be started and warmed up on an Air Terminal only in places designated for such purposes by the Manager. Maintenance running of jet engines to check cockpit instrumentation shall not be performed at the Public Passenger Ramp and Apron Area, but in an area designated by the Manager. Details for nighttime maintenance runups can be obtained from the Manager's office.

# **AIRCRAFT NOISE RESTRICTIONS**

## **IX. AIRCRAFT NOISE RESTRICTIONS**

### **A. GENERAL RESTRICTIONS**

In accordance with the Airport Noise and Capacity Act of 1990 (ANCA), airplanes with certificated weights greater than 75,000 pounds must conform to Stage III noise limits at Port Authority Airports. Stage III noise limits are defined in Federal Aviation Regulations (FAR) Part 36 noise level classifications. In addition, airplanes that are type certificated after January 1, 2006 must meet Stage IV noise limits as defined in Federal Aviation Regulation (FAR) Part 36 noise level classifications.

### **B. DEPARTURE NOISE LIMITS**

Noise produced by a departing aircraft shall not exceed 112 PNdB (perceived noise level in decibels) as measured by noise monitors located in the community nearest to the runway of departure under the flight path of the departing aircraft.

At John F. Kennedy International Airport, an aircraft operator is assessed a monetary charge of \$250.00 for each aircraft departure that violates this rule.

# **AIR CARGO OPERATING REQUIREMENTS**

## **X. AIR CARGO OPERATING REQUIREMENTS**

### **A. DESIGNATION OF AIR CARGO SECURITY OFFICIAL**

Each Air Cargo Operator shall designate either a security officer or another management official to handle cargo security responsibilities, and each such operator shall notify the Port Authority Police at the Air Terminal of such designation.

### **B. EMPLOYEE IDENTIFICATION & OUTER WEAR**

1. Each Air Cargo Employee shall be issued an identification card bearing the employee's picture. The identification card must be displayed on the outermost garment, above the waist, while the employee is in the Air Cargo Handling Area. See Chapter II entitled "Airport Security" for additional information.
2. Each ramp Service/Cargo Operator shall issue to each of its employees a reflective vest-type garment. The garment must be color-coded as designated by the Port Authority to distinguish the individual Operator or Service Company, and must show the Operator's or Service Company's name or logo in three-inch block lettering on the front and rear of the garment. It must also provide for the secure attachment of an identification card that will be used to hold the numbered Port Authority identification card and appropriate company identification cards or documents. This garment must be worn externally by all employees engaged in cargo movement activity whether on a ramp or within the confines of a secure area of the cargo facility.

### **C. DESIGNATION OF YELLOW LINE**

The Air Cargo Handling Area is restricted to Air Cargo Employees and those who shall be escorted by an Air Cargo Operator authorized employee. The Air Cargo Operator shall establish a barrier or paint a yellow line in the Air Cargo Handling Area, (which must not appear to be a taxiway line) beyond which no one shall be permitted, unless escorted by an Air Cargo Operator's authorized employee.

### **D. EMPLOYEE & OTHER PRIVATE VEHICLES**

Vehicles of Air Cargo Employees and other private vehicles shall not be permitted in the Air Cargo Handling Area. Air Cargo Operators shall designate other areas in which such vehicles may park and shall notify the Port Authority Police at the Air Terminal of such designation. Trucks shall not be parked in parking areas designated for employee or other private vehicle parking. The designation of parking areas will not be required if the Air Cargo Operator obtains the written concurrence of the Manager.

### **E. POSTING OF AIR CARGO SAFETY & SECURITY RULES & REGULATIONS**

These Air Cargo Safety and Security Rules and Regulations must be conspicuously posted within the Air Cargo Handling Area by the Air Cargo Operator.

#### F. MISSING ITEMS VALUED AT \$1000 OR MORE, VALUABLE OR VULNERABLE CARGO

Any missing item of cargo valued by the Air Cargo Operator at \$1000 or more, which after the Air Cargo Operator's investigation is determined to be lost or stolen, must be reported by the Air Cargo Operator to the Port Authority Police at the Airport immediately. Any loss or theft of valuable or vulnerable cargo must be reported to the Port Authority Police at the Air Terminal Airport immediately.

#### G. POLICE ESCORT

Air Cargo Operators by timely notice shall request an escort from the Port Authority Police at the Air Terminal for ground transportation between points on the Air Terminal for the following:

1. Valuable cargo valued at \$25,000 or more
2. Vulnerable cargo valued at \$25,000 or more

In addition, Air Cargo Operators are encouraged to request a Police escort for vulnerable cargo valued at less than \$25,000. Air Cargo Operators need not request a Police escort for valuable cargo shipments transported via armored vehicle.

#### H. HOURS OF OPERATION

Each Air Cargo Operator shall designate the normal hours of operation of its enclosed portion of the Air Cargo Handling Area, and shall notify the Port Authority Police at the Airport of such designation.

#### I. VALUABLE CARGO STORAGE AREA

Each Air Cargo Operator shall designate a Valuable Cargo storage area with limited access, and shall notify the Port Authority Police at the Airport or the Manager, or his representative, of such designation. Such designation will not be required if the Air Cargo Operator obtains the written concurrence of the Manager. A log shall be maintained by the Air Cargo Operator for this area, to record by date and time whenever a Valuable Cargo item is stored or removed from the area, and the person storing or removing the same. The log shall include airway bill numbers of the items entered into the Valuable Cargo area. Where an item is not identifiable by an airway bill number, a description of the item and the consignee's address must be noted. The log shall record the number of pieces, the date, time in and out, and signatures of persons entering the Valuable Cargo storage area.

## J. SECURING EQUIPMENT & TRUCKS CONTAINING CARGO

Ground handling equipment and trucks containing cargo, if capable of being closed and locked, shall be closed and locked by the Air Cargo Operator when unattended. If not capable of being closed and locked, the cargo shall be covered and secured.

# **WORK PROCEDURE FIRE HAZARDS**

## **XI. WORK PROCEDURE FIRE HAZARDS**

### **A. REQUIRED PERMITS**

#### **1. Cutting & Welding Permit (PA2133)**

No person shall conduct any hot work on any part of an Air Terminal except in areas within leased premises specifically designated for such use by the Manager, without first obtaining a Cutting and Welding Permit from the Manager.

No such permit will be issued for work:

- (a) within an aircraft hangar,
- (b) within a cargo building,
- (c) within any Fuel Storage Area, fuel truck parking or service area, or
- (d) upon any components or section of the hydrant fuel distribution system.

except when such work is required for repair of the aforementioned areas, hangars, structures, or fuel systems.

#### **2. Special Hot Work Permit (PA2847)**

A special hot work permit must also be obtained from the Manager for operations required:

- (a) in tank truck parking and service areas, and
- (b) in fuel storage areas whenever work is to be performed on components of the hydrant fuel distribution system.

### **B. OPEN FIRES**

No person shall start any open fires of any type, including flare pots, torches or fires in containers formerly used for oil, paint, and similar materials on any part of an air terminal without permission of the Manager.

# **ENVIRONMENTAL PROTECTION**

## **XII. ENVIRONMENTAL PROTECTION**

### **A. COMPLIANCE WITH LAW & PORT AUTHORITY AGREEMENTS**

Each person occupying or using any portion of an Air Terminal or conducting any business or trade at an Air Terminal shall implement and comply with all environmental requirements, programs and practices that any federal, state or local governmental agency, authority, department or board has required the Port Authority and its tenants or other occupants to implement at the Air Terminal or which pursuant to an agreement with any federal, state or local governmental agency, authority, department or board, the Port Authority has agreed to implement at the Air Terminal. These environmental requirements can be obtained from the Manager.

### **B. UREA**

Urea shall not be used at an air terminal without the permission of the manager.

### **C. AIRPORT RECYCLING**

Each person or tenant occupying or using any portion of an Air Terminal or conducting any business or trade at an Air Terminal shall comply with the Port Authority airport recycling policy. The policy can be obtained from the Manager.

# **HAZARDOUS MATERIALS**

### **XIII. HAZARDOUS MATERIALS**

#### **A. HAZARDOUS, POISONOUS, EXPLOSIVE, DANGEROUS & RADIOACTIVE MATERIALS**

No person shall, keep, store, handle, use, dispense, or transport at, in or upon an Air Terminal any material which is defined by Federal Regulation or the International Civil Aviation Organization as hazardous, poisonous, explosive, or radioactive at such time or place or in such manner or condition as to create an unreasonable risk of harm to persons or property. Such materials may not be kept, stored, handled, used, dispensed or transported at an Air Terminal without the prior permission of the Port Authority, and without complying with all applicable laws and regulations.

#### **B. HAZARDOUS WASTE**

Any person or entity that generates, stores, and/or transports hazardous waste (as defined by the Resource Conservation and Recovery Act, and Title 40, Code of Federal Regulations, Part 261, or any amendments thereto or successor legislation and regulations) shall do so in strict compliance with all local, State, and federal regulations, laws rules and requirements. Any waiver of such regulations or legal requirements or of any part thereof by an authorized government authority shall not constitute or be construed to constitute a waiver of these Rules or imply that the Port Authority has granted permission to keep, generate, store or transport hazardous waste in or upon an Air Terminal. The Port Authority shall be notified of, and provided copies of, pertinent local, State and federal permits required for storage and transport of hazardous waste.

#### **C. WEAPONS OF WAR**

No person shall, at any time, store, keep, handle, use or transport at, in or upon an Air Terminal any weapon of war employing atomic fission or radioactive force.

#### **D. CIGARETTE LIGHTERS & LIGHTER FLUID**

The sale and carriage of cigarette lighters with flammable liquid reservoirs (or other similar ignition devices), and containers of lighter fluid for the refilling of such lighters, is prohibited within Air Terminals.

# **CONDITIONS FOR USE OF PORT AUTHORITY OPERATED SPACES**

#### **XIV. CONDITIONS FOR USE OF PORT AUTHORITY OPERATED SPACES**

##### **A. EMERGENCIES**

Unless a permit or grant of permission provides otherwise, the Manager may refuse the grant of any permission or permit, or suspend any permission or permit already granted, in the event of an emergency. An emergency is any condition which would create a dangerous condition or substantially interfere with airport operations (including pedestrian, vehicle, or rail traffic, aircraft movement, luggage or cargo movement, security procedure, government inspection, clean-up, repair, construction, or environmental clean-up or corrective actions, or government operations), such as a snowstorm, hurricane, flooding, aircraft or vehicular accident, power failure, or strike.

##### **B. SLEEPING**

Except with prior permission from the Manager, no person may sleep in any Air Terminal area or vehicle. In addition, no person may lie on any chair, bench, seat or sit down or lie on any floors, stairs or landings, or any place where such activity may be hazardous to such person or to others, or may interfere with the operation of the Air Terminal, pedestrian flow or comfort of Air Terminal users, tenants, or permittees.

##### **C. SKATEBOARDING, ROLLER-SKATING, BICYCLE RIDING, ETC.**

Skateboarding and roller-skating are prohibited within the Air Terminal. Except in locations designated by the Manager, and identified by posted signage, no person shall ride a scooter or any self-propelled vehicle or device on or through any part of the terminals, parking lots, escalators, moving sidewalks, elevators, staircases, on-airport buses or Rail Transportation Systems, except that Port Authority Police may use bicycles and electrically powered carts may be used by airlines for transportation of persons in Air Terminal building concourses.

##### **D. NOISE**

No person shall make or cause to be made, any sound louder than 80 decibels, measured at a one meter distance, unless such sound is produced by an emergency or warning device used in the manner and the circumstances for which it was designed. The operation of gasoline or diesel powered construction equipment, pneumatic tools, and other devices used in the conduct of construction, repair and maintenance activities pursuant to an agreement with or permit issued by the Port Authority shall not be subject to this rule, provided that such devices are authorized for use in accordance with the applicable provisions of such permit or contract.

##### **E. SOUND REPRODUCTION DEVICES**

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

#### F. PROHIBITED CONDUCT

- (a) The intentional touching of any person without his or her consent.
- (b) The performance of any ceremony, speech, song, carrying of any sign or placard, or other such activity which constitutes a danger to persons or property, or which interferes with the orderly formation and progression of waiting lines, or which interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to an exit from vehicles; security procedures; government inspection procedures; cleaning, maintenance, repair or construction operations.
- (c) The intentional leaving of any brochure, flyer, or any other item intended for distribution unattended.
- (d) The attachment of any placard, sign, circular or other written material, on any wall post, counter, billboard, or any other surface.
- (e) The erection of any table, chair, mechanical device or other structure, except as provided in the chapter describing "Commercial Activity."
- (f) The use of a stick or pole to support any hand carried sign.

# **COMMERCIAL AND NON- COMMERCIAL ACTIVITY**

## **XV. COMMERCIAL AND NON-COMMERCIAL ACTIVITY**

### **A. COMMERCIAL ACTIVITY**

Commercial activity at locations in Port Authority Air Terminals is subject to the following conditions and restrictions:

1. **Compliance with Rules & Regulations**  
Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use any air terminal or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at such air terminal, persons doing business with the Port Authority, its lessees, sub-lessees and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with the Port Authority Rules and Regulations.
2. **Port Authority Consent**  
No person shall carry on any commercial activity at any Air Terminal including, but not limited to, the sale of merchandise or services, without the consent of the Port Authority.
3. **Vending Machines**  
No vending machines for the sale of goods shall be permitted in the public areas of John F. Kennedy International, Newark Liberty International and LaGuardia Airports which are not occupied by a lessee, licensee or permittee. This prohibition shall not apply to vending machines in restrooms selling personal hygiene items.
4. **Sightseeing Flights**  
No person shall conduct sightseeing flights at any Air Terminal except under permit from the Port Authority. By sightseeing flights is meant flights on which passengers are carried for hire, and which originate and terminate at the same terminal with no intermediate stops other than emergency stops.
5. **Storage of Cargo & Property without Permission**  
No person shall use any area of an Air Terminal for storage of cargo or other property without permission of the Manager. If, notwithstanding the above prohibition, a person uses such areas for storage as aforesaid, without first obtaining such permission, then the Manager shall have authority to order the cargo or other property removed or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage.
6. **Parking & Storage of Aircraft without Permission**  
Unless otherwise provided in a lease or other agreement, no person shall use any area of an Air Terminal (other than the public aircraft parking and storage areas), for parking and storage of aircraft without permission of the Manager. If, notwithstanding the above prohibition, a person uses such areas for parking or storage as aforesaid, without first obtaining such permission, then the Manager shall have authority to order the aircraft removed or to cause the same to be removed and stored

at the expense of the owner thereof, without liability for damage thereto arising from or out of such removal or storage.

7. Payment of Air terminal Fees & Charges

No aircraft operator shall land or conduct an aircraft operation or use an Air Terminal except as otherwise provided by agreement with the Port Authority and except upon the payment of such fees and charges as may from time to time be prescribed or agreed to by the Port Authority. All charges due to the Port Authority for the use of Air Terminals shall be payable in cash unless, (a) credit arrangements satisfactory to the Port Authority have been made in advance, or (b) permission for payment by check has been granted by the Port Authority.

B. NON-COMMERCIAL ACTIVITY

Non-commercial activity at locations in Port Authority Air Terminals which are not occupied by a tenant, lessee, licensee or permittee is subject to the following conditions and restrictions:

1. Conduct Prohibited Inside Buildings & Structures

The following conduct is prohibited within the interior areas of buildings or structures at an Air Terminal if conducted by a person to or with passers-by in a continuous or repetitive manner:

- (a) The distribution of any merchandise, including but not limited to jewelry, food stuffs, candles, flowers, badges and clothing.
- (b) The solicitation and receipt of funds.
- (c) The provision of any service.
- (d) The distribution of any raffle ticket or entry in a game of chance.
- (e) The conduct of a game of chance.

2. Conditions for Distribution of Literature

The continuous or repetitive distribution of flyers, brochures, pamphlets, books or any other printed or written material is prohibited within the interior areas of buildings or structures at an Air Terminal which are controlled or operated by the Port Authority unless conducted pursuant to the following provisions of this rule:

- (a) No person may distribute literature on behalf of himself or herself, another individual or an organization, unless that person's name has been submitted in writing no less than 24 hours earlier to the Manager .
- (b) Each time a person enters a Port Authority controlled or operated Air Terminal to distribute literature pursuant to this rule, he or she must report his arrival to the manager, as set forth below. If a person's name has not been submitted to the manager pursuant to section 2(a), the person will not be permitted to distribute literature pursuant to this rule. Each time a person leaves a Port Authority airport terminal after distributing literature, he or she must report his departure to the Manager, as set forth below.

- (i) At LaGuardia Airport, arrivals and departures must be reported in person at the Airport Operations Duty Manager's Office, located on the first floor of the Central Terminal Building. All individuals distributing literature shall sign in prior to beginning the distribution of literature and sign out upon completion.
- (ii) Newark Liberty International Airport: Arrivals and departures must be reported by telephone to the Duty Manager of Terminal B at (973) 961-6995 prior to distributing literature, and upon completion.
- (c) Each person distributing literature on behalf of an organization must display an identification badge that states the name of the organization represented. The badge shall be worn on the upper left breast of the outermost garment and be clearly visible.
- (d) The distribution of literature pursuant to this rule is permitted only at the locations set forth in an appendix to these Rules and Regulations. Access to these locations will be granted on a first come, first served basis each day upon request. Locations containing time limitations are available only at the times set forth. No more than three representatives of a single organization or person are permitted to distribute literature at any one location at any one time.
- (e) A table may be used in connection with the distribution of literature pursuant to this rule in the following manner only:
  - (i) Only one table may be used in each location, on a first-come, first-serve, basis.
  - (ii) At LaGuardia Airport, no table may be used that exceeds 52 inches in length or 30 inches in width.
  - (iii) At Newark Liberty International Airport, no table may be used other than a table supplied by the Port Authority. Such tables are available upon request on a first-come, first-serve, basis.
- (f) The Manager may prohibit the distribution of literature otherwise permitted by this rule in the event of a snowstorm, aircraft accident, air traffic delay, power failure, transportation strike or other event or condition under which the distribution of literature in such space creates a danger to persons or property, interferes with the orderly formation and progression of waiting lines, or interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to and exit from vehicles; security procedures; government inspection procedures; cleaning, maintenance, repair or construction operations.

# **TETERBORO AIRPORT**

## **XVI. TETERBORO AIRPORT**

### **1.0 GENERAL**

#### **1.1 EXCLUSIONS**

Scheduled operations are excluded from Teterboro Airport. For purposes of this section, “scheduled operation” means any common passenger-carrying operation for compensation or hire conducted by an air carrier or commercial operator as to which the certificate holder or its representative holds out to the public that the operation is provided between identified locations at set times announced by a timetable or schedule which is published in a newspaper, magazine, internet website or other advertising medium.

#### **1.2 BREACH OF RULES**

A violation of any rule or regulation shall constitute a “Breach of Rules”. The Airport Manager will cite breach of rules. The penalty for a breach of a specific rule shall be in accordance with policy and schedule of fines as defined by the airport manager.

#### **1.3 CONDITIONS OF ACCESS**

1.3.1 Any permission granted directly or indirectly by the Manager, expressly or by implication, to any person or persons, to enter upon or use the Air Terminal or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of lessees, and other persons occupying space at the Air Terminal, persons doing business with the Port Authority, its subcontractors and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with these rules and regulations.

1.3.2 No person shall use or occupy the AOA for any purpose whatsoever except a purpose pertaining to the servicing of tenants (an individual, company or organization having an executed agreement to occupy space at Teterboro Airport), concessionaires, airport users, or governmental agencies, or a purpose connected with a maintenance and operation of the Air Terminal, without approval of the Manager.

#### **1.4 COMMERCIAL ACTIVITY**

No person shall conduct any commercial activity at the Air Terminal without the consent of the Manager or without complying with the conditions imposed upon such activity by the Manager.

#### **1.5 PARKING**

Unless otherwise provided in a lease or other agreement, no person shall use any area of the Air Terminal (other than the public aircraft parking and storage areas), for parking and storage of Aircraft without permission of the Manager. When the Manager deems that such use will not interfere with the operation of the Air Terminal, and such permission is granted, the charge for such use shall be provided in the Schedule of Charges at the Air Terminal for the public aircraft parking and storage area there, this charge to apply from the time the aircraft is so parked or stored at the Air Terminal. If, notwithstanding the above prohibition, a person uses such areas for parking or storage as aforesaid, without first obtaining such permission, then the Manager shall have authority to order the aircraft removed or to cause the same to be removed and stored at the expense of the owner thereof, without liability for damage thereto arising from or out of such removal or storage. The above rate shall apply for the time said aircraft has been so parked or stored at the Air Terminal.

## 1.6 OPERATIONAL REQUIREMENTS

- 1.6.1 No person shall land or takeoff an aircraft on or from a public landing area, or use a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, or a public aircraft parking and storage area, except upon the payment of such fees and charges as may from time to time be prescribed, unless such person is entitled to use such area under a lease or other agreement with the Airport Operator or an enterprise authorized by the Airport Operator to grant permission to use any such area.
- 1.6.2 All persons Operating aircraft at the Air Terminal shall do so in compliance with Teterboro Airport's Noise Abatement Rules and Regulations.
- 1.6.3 The Manager's waiver of any rule, regulation contained in these Rules and Regulations for any person will not be deemed a waiver of such condition for any other person.

## 2.0 AIRCRAFT

### 2.1 GENERAL

- 2.1.1 The Airport Manager may prohibit Aircraft landing and taking off at any time when, and under any circumstances under which, the Manager deems landings and takeoffs are likely to endanger persons or property.
- 2.1.2 No person shall conduct an activity or navigate any aircraft, land aircraft upon, fly Aircraft from, or conduct any Aircraft operations or offer any service on or from the Air Terminal otherwise than in conformity with the current applicable U.S. Department of Transportation, Federal Aviation Administration and National Transportation Safety Board Regulations, applicable state and local laws, and these Rules and Regulations, and applicable airport grant assurances.
- 2.1.3 No Aircraft shall be operated during takeoff or landing or on the surface of a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and

storage area in a manner or at a speed which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic, or habit-forming drug, or substance which impairs such person's ability to safely operate the Aircraft, or if such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.

- 2.1.4 The pilot or other person aboard engaged in the operation of any Aircraft (except when subject to the direction or control, for ground movement purposes, of the Federal Aviation Administration or other Federal agency) being operated on the surface of any operational area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area must at all times comply with any lawful order, signal or direction of an authorized representative of the Airport Operator. When operation of such Aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings shall be obeyed unless an authorized representative of the Airport Operator directs otherwise.
- 2.1.5 No motorless Aircraft may land or takeoff at the Air Terminal without permission of the Manager.
- 2.1.6 No jet Aircraft may land or takeoff at the Air Terminal without permission of the Manager.
- 2.1.7 No aircraft having an actual gross weight over 100,000 pounds, including passengers, cargo, fuel, equipment, etc. shall land, takeoff or taxi at the Air Terminal without permission of the Manager.
- 2.1.8 The Manager shall have authority to deny the use of the Air Terminal to any person, pilot or aircraft violating the rules and regulations of the United States, Department of Transportation, the Federal Aviation Administration, the National Transportation Safety Board, applicable airport grant assurances, state and local laws and these Rules and Regulations.
- 2.1.9 When informed of an emergency by FAA, the Port Authority or other party, all Aircraft shall clear active runways and shall hold their positions unless otherwise directed by the Air Traffic Control Tower.

## 2.2 EQUIPMENT REQUIREMENTS

No aircraft may land or takeoff at the Air Terminal unless it is equipped with brakes and a functioning radio capable of direct two-way communication with the control tower, except in the case of an emergency landing.

## 2.3 TAXIING, TOWING AND STARTUP

- 2.3.1 No jet or turbo-prop aircraft shall be taxied at the Air Terminal where the exhaust blast may cause injury to persons or do damage to property. If it is

impossible to taxi such aircraft without compliance with the above, then the engine must be shut off and the aircraft towed to the desired destination.

- 2.3.2 No jet or turbo-prop aircraft engines shall be started while the aircraft is parked on the Air Terminal where exhaust blast may cause injury to persons or do damage to property.
- 2.3.3 Aircraft engines shall be started and warmed up on the Air Terminal only in places designated for such purposes by the Manager. No jet or turbo-prop aircraft engine shall be run-up except in areas authorized by the Manager
- 2.3.4 Aircraft shall not be positioned or taxied so that propeller slip-stream or jet engine exhaust is directed at spectators, personnel, hangars, shops, or other buildings in such a manner as to cause personal injury, property damage or the actuation of sprinkler systems or fire detection systems.
- 2.3.5 No person shall start an aircraft engine at the Air Terminal unless there is a twenty (20) pound or larger dry chemical fire extinguisher on site or unless the engine is equipped with its own fire control system.
- 2.3.6 No Aircraft engine shall be started or run at the Air Terminal unless a pilot certified to operate that particular type of aircraft or a certificated Airframe and Powerplant mechanic qualified to start and run the engines of that particular type of aircraft or a student in the course of training is attending the controls. Wheel blocks equipped with ropes or other approved devices for blocking an aircraft shall always be placed at the front and rear of each main landing wheel and the brakes of the aircraft shall be on and locked before the engine or engines are started, unless alternate procedures approved by the Manager are followed.
- 2.3.7 No aircraft shall be taxied at the Air Terminal unless a certificated pilot qualified to operate that particular type of aircraft, a student pilot in the course of training who has been certificated to operate that particular type of aircraft as the sole operator, or a certificated Airframe and Powerplant mechanic properly qualified to taxi that particular type of aircraft, is attending the controls. In the case of helicopters, only a certified helicopter pilot shall attend the controls.
- 2.3.8 No aircraft shall cross an airport roadway or a public highway at the Air Terminal under its own power without permission of the Manager.
- 2.3.9 No aircraft shall be taxied into or out of hangar under its own power.
- 2.3.10 No aircraft shall be taxied, towed or otherwise moved at the Air Terminal between sunset and sunrise without illuminated position/navigation lights or similar lighting acceptable to the Manager.

## 2.4 PASSENGER BOARDING

No passenger shall enter or exit a single engine aircraft (except helicopters) until the engine has been shut down. No passenger shall enter or exit an aircraft having more than one engine until the engine(s) on the side of the aircraft where entry or exit is made has/have been shut down.

## 2.5 TAKEOFFS AND LANDINGS

- 2.5.1 Jet-assisted takeoffs shall not be made at the Air Terminal without in advance, obtaining the Manager's permission and notifying the Control Tower.
- 2.5.2 Practice aircraft landings or takeoffs shall not be made at the Air Terminal without the permission of the Air Traffic Control Tower.
- 2.5.3 A student pilot shall not takeoff or land at the Air Terminal without the prior permission of the Air Traffic Control Tower.
- 2.5.4 No aircraft shall use any part of the public landing areas not available for any cause. The boundaries of such areas will be marked with traffic cones by day and amber construction lights by night, and notice thereof will be given to the Air Traffic Control Tower by the Manager.
- 2.5.5 Aircraft landing at the Air Terminal shall make the landing runway available to others by leaving the line of traffic as promptly as possible.

## 2.6 PARKING AND STORAGE

- 2.6.1 Every Aircraft parked on a public ramp or apron area, public passenger ramp or apron area, or public cargo ramp and apron area shall have its position/navigation lights, or similar lighting acceptable to the Manager, illuminated between sunset and sunrise, except in areas designated by the Manager.
- 2.6.2 No person shall park an Aircraft or leave the same standing on a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area or operational area at the Air Terminal except at such places as may be prescribed by the Airport Operator. When in such an area, every aircraft shall be firmly tied to the ground by ropes and stakes, or method approved by the manager. The main landing wheels of every such aircraft shall be chocked with wheel blocks unless other procedures approved by the Manager are followed. Helicopters shall have braking devices and/or rotor mooring blocks applied to the rotor blades.
- 2.6.3 Upon direction from the Manager, the Operator of any Aircraft parked or stored at the Air Terminal shall move said aircraft from the place where it is parked or stored to any other designated place; if the operator refuses to comply with such direction, the Airport Operator may tow said aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving.

## 2.7 AIRCRAFT DUMP VALVE TESTING

Aircraft dump valves shall be tested only in those areas designated for that purpose by the Manager.

## 2.8 AIRCRAFT ACCIDENTS/INCIDENTS

- 2.8.1 The pilot of any aircraft involved in any accident causing personal injury or property damage at the Air Terminal shall make a prompt and full report of said accident to the Manager, in addition to making any other reports required by law.
- 2.8.2 Subject to any instructions by the pertinent federal accident investigating authorities, the pilot or operator thereof shall be responsible for the prompt disposal of aircraft wrecked or disabled at the Air Terminal and parts of such aircraft, as directed by the Manager; in the event of the failure to comply with such directions or as necessitated by airport operations, such wrecked or disabled aircraft and parts may be removed by the Airport Operator at the operator's expense and without liability for damage which may result in the course of such removal.

## 2.9 TERMINAL FEES

- 2.9.1 All charges due for the use of the terminal shall be billed to the owner of the aircraft using the terminal unless payment is made to the Airport Operator at the time services are rendered.
- 2.9.2 The Manager may detain any aircraft for nonpayment of fees or charges owed to the Airport Operator.

## 3.0 SAFETY

### 3.1 GENERAL

No person in or upon the Air Terminal shall do or omit to do any act if the doing or omission thereof creates an unreasonable risk of harm to persons or property.

### 3.2 SMOKING

All regulations regarding smoking set forth elsewhere in the Airport Rules and Regulations are applicable to Teterboro Airport.

### 3.3 FIRE HAZARD

- 3.3.1 No person shall operate an oxy-acetylene torch, electric arc or similar flame or spark producing device on any part of the Air Terminal except in areas within leased premises designated for such use by the Manager, without first obtaining a Cutting and Welding Permit from the Manager. No such permit will be issued for such operations within an aircraft hangar or within any fuel storage area or fuel parking area, unless the work is required for the repair and maintenance of said hangars or areas.

3.3.2 No person shall start any open fires or any type, including flare pots, torches or fires in containers formerly used for oil, paint, or similar materials on any part of the Air Terminal without permission.

#### 3.4 DE-ICING

Aircraft de-icing shall be performed in accordance with the Teterboro De-icing Program on file in the office of the Manager.

#### 3.5 FIRE DETECTION/SUPPRESSION SYSTEMS

3.5.1 Fire extinguisher equipment at the Air Terminal shall not be tampered with at any time or used for any purpose other than fire fighting or fire prevention. All such equipment shall be inspected in conformity with the National Fire Protection Association regulations. Tags showing the date of the last such inspection shall be left attached to each unit.

3.5.2 Heater valves, sprinkler valves and devices, blower motors or any other Air Terminal machinery or equipment shall not be tampered with at any time. No person other than an authorized Airport Operator employee or designee may turn heaters in public areas on and off or operate any other airport equipment, except in leased areas. In leased areas, only employees or designees of the lessee or the Airport Operator may perform these functions.

#### 4.0 FUEL HANDLING

##### 4.1 FUEL HANDLING OF AIRCRAFT

4.1.1 Aircraft fueling and/or defueling is prohibited while the engine of the aircraft being serviced is running or is being heated. Fuel shall be delivered or drained through hose and connections approved by the Underwriter's Laboratories, Inc.

4.1.2 Aircraft fuel handling at the Air Terminal shall be conducted at least fifty (50) feet from any hangar or other building, except where the location of underground fuel tanks presently installed requires such fuel handling closer to existing buildings or hangars.

4.1.3 Each tenant who is authorized to dispense fuel at the Air Terminal shall designate fueling areas for the fueling of all ramp vehicles.

4.1.4 Each tenant and/or aircraft operator is required to notify airport operations in the event of a fuel spill. All tenants and aircraft operators are responsible for responding to and cleaning up spills on his/her property and from his/her aircraft.

4.1.5 During fuel handling operations in connection with any aircraft at the Air Terminal, at least two twenty (20) pound or larger dry chemical fire extinguishers shall be immediately available for use in connection therewith.

- 4.1.6 During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver in such aircraft, or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within fifty (50) feet of such aircraft.
- 4.1.7 As per NFPA 407 2-1.4, surveillance radar equipment in aircraft shall not be operated within 300 feet of any fueling, defueling, servicing, or other operations in which flammable liquids, vapors, or mist may be present. Weather-mapping radar equipment in aircraft shall not be operated when the aircraft in which it is mounted is undergoing fuel servicing.
- 4.1.8 During fuel handling in connection with aircraft, no passenger or passengers shall be permitted to remain in such aircraft unless at least one qualified person trained in emergency evacuation procedures is at the door and a passenger ramp is in position if the same is required for the safe and rapid debarkation of passengers. Only personnel engaged in the fuel handling, or in the maintenance and operation of the aircraft being fueled or defueled shall be within fifty feet of the fuel tanks of such aircraft during the fuel handling operations.
- 4.1.9 Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
- 4.1.10 No person shall start the engine or engines of any aircraft when there is gasoline or any type of fuel on the ground under the aircraft. In the event of the spillage of gasoline or any type of fuel, no person shall start an aircraft engine in the area in which the spillage occurred, even though the spillage may have been cleaned up, until the Airport Manager has granted permission for the starting of engines in the area.
- 4.1.11 Unless otherwise provided in a lease or other agreement, all operators of aircraft who receive, and all persons who supply, aviation fuel and lubricating oil at the Air Terminal, shall use only these aviation fuel storage and delivery facilities designated and approved by the Manager for such use.

## 4.2 BONDING

During all fuel handling operations in connection with any aircraft at the Air Terminal, the aircraft and the fuel dispensing or draining apparatus shall be bonded by wire to prevent the possibility of static ignition of volatile liquids.

## 4.3 FUELING OF OTHER VEHICLES

- 4.3.1 The transfer of bulk aircraft or commercial fuel from one vehicular tender into another is prohibited within the boundaries of the Air Terminal.
- 4.3.2 Automotive and ramp equipment shall be refueled only at refueling stations and from dispensing devices approved by the Manager for such use.

## 5.0 VEHICLES

## 5.1 GENERAL

- 5.1.1 All vehicular traffic on or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Areas must at all times comply with any lawful order, signal or direction. When such traffic is controlled by traffic lights, signs, mechanical or electrical signals, or pavement markings, such lights, signs, signals and markings shall be obeyed.
- 5.1.2 No vehicle shall be operated in or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, or Public Aircraft Parking and Storage Area in a manner at a speed which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic or habit-forming drug or any substance which affect the ability of the driver to operate the vehicle safely or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.
- 5.1.3 No motorized vehicle shall be operated in or upon a Public Vehicular Parking Area or roadway unless (1) the driver thereof is duly authorized to operate such vehicle in New Jersey, and (2) such vehicle is registered in accordance with the provisions of the law of New Jersey.

## 5.2 EQUIPMENT REQUIREMENTS

All equipment shall comply with Port Authority Rules & Regulations governing the use of such equipment on airport property as further described in the Ground Vehicle Specifications, attachment B.

## 5.3 VEHICLES ENTERING THE PUBLIC LANDING AREA

All vehicles operating on the public landing area shall obtain clearance from the control tower before entry thereon. Between the hours of sunrise and sunset, such vehicles shall have a radio receiver in operation, and shall display a yellow flashing beacon, or a checkered flag, not less than three feet square, of international orange and white, the checks being at least one square foot on each side; between the hours of sunset and sunrise, such vehicles shall have a radio receiver in operation and a yellow flashing beacon shall be displayed.

## 5.4 SPEED LIMITS

Vehicles at the Air Terminal shall be operated in strict compliance with speed limits as indicated by posted traffic signs. Except as indicated by such signs, no vehicle shall exceed the speed of fifteen (15) miles per hour; and no vehicle shall exceed (5) miles per hour within 50 feet of an aircraft or on the Public Ramp and Apron Area, Public

Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, and Public Aircraft Parking or Storage Area.

## 5.5 TAXICABS/LIMOUSINES

The following vehicles are not permitted on the AOA without the permission of the Manager: Limousines, Taxis, Delivery Vehicles, Busses, Vans, Postal/Mail Package Delivery Vehicles and any other service/transportation vehicles which are not owned or operated by the tenant and used in the course of doing business. Personal vehicles are not permitted on the airside.

## 5.6 PARKING

5.6.1 No person shall park a vehicle or permit the same to remain halted on a public vehicular parking area, operational area, fuel storage area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area, except at such places and for such periods of time as may be prescribed or permitted by the Manager. No aircraft refueling vehicle shall be parked within 50 feet of a building or hangar other than a refueling service-shop or within 10 feet of any other aircraft refueling vehicle.

5.6.2 No person shall stop or park a vehicle:

- (a) In front of a driveway
- (b) Within a bus stop safety zone or taxicab zone, except vehicles authorized to use such areas.
- (c) In other than leased or authorized areas for the purpose of washing, greasing or repairing a vehicle, except repairs necessitated by an emergency.
- (d) On the roadway side of any stopped or parked vehicle (double parking).
- (e) Within 15 feet of a fire hydrant.
- (f) Other than in accordance with restrictions posted on authorized signs.

5.6.3 No person shall park a vehicle within any public vehicular parking area except upon the payment of such parking fees and charges as may from time to time be prescribed.

5.6.4 The Manager shall have authority to detain vehicles parked in Air Terminal vehicular parking areas for non-payment of parking charges. Such fees may be paid under protest and a claim may be asserted for refund pursuant to applicable law.

## 5.7 VEHICLE COLLISIONS

The driver of any vehicle involved in a collision on a public vehicular parking area, operational area, fuel storage area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area which results in injury or death to any person or

damage to any property shall immediately stop such vehicle at the scene of the accident, and give his/her name, address, and operator's license and vehicle registration number to the owner or operator of any damaged property, to any person injured, to the Manager, or to any police officer or witnesses of the injury. The operator of such vehicle shall make a report of such accident in accordance with the law of the State of New Jersey.

## 5.8 DRIVER TRAINING

Any and all persons who operate a vehicle(s) on any area of the Air Terminal may be required to successfully complete a driver training course as specified by the Manager.

## 6.0 MISCELLANEOUS

### 6.1 GENERAL

No person shall interfere or tamper with any aircraft at the Air Terminal, or start the engine of such aircraft without the operator's consent.

### 6.2 FOREIGN OBJECT DEBRIS (F.O.D.) CONTROL

Each tenant and aircraft operator shall maintain their respective ramp and facility in a clean and orderly manner. Each tenant shall control and prevent foreign object debris and ensure safety during all aspects of ramp operations.

### 6.3 RAMP ACCESS

6.3.1 No person shall travel on any portion of the Air Terminal except upon the roads, walks or places provided for the particular class of traffic; nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.

6.3.2 No person shall enter any restricted area of the Air Terminal posted as being closed to the public without permission except persons assigned to duty therein who have been issued a Teterboro Airport Identification Badge, or are authorized representatives of the Port Authority or its designee. The Airport Manager reserves the right to determine who is required to obtain identification badges.

6.3.3 No person shall enter upon the Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area or the Public Cargo Ramp and Apron Area of the Air Terminal without permission except persons assigned to duty therein, authorized representatives of the Port Authority or the Airport Operator, or passengers and crews entering upon the public ramp and apron areas for purposes of embarkation or debarkation.

6.3.4 No person shall enter any Port Authority Operated Area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, or Public Cargo Ramp and Apron Area of the Air Terminal with any animal except

a "seeing-eye" dog, or other service animal, or one properly confined for shipment. Animals may be permitted in other areas of the Air Terminal if on a leash or confined in such a manner as to be under control.

- 6.3.5 The following areas and portions of the Air Terminal operated by the Airport Operator shall be available for use for the following purposes; and such areas and portions of the Air Terminal may be used by members of the traveling public, by aircraft operators (and by officers and employees of aircraft operators), and by other persons, only for such purposes. The use of such areas and portions of the Air Terminal for any other purpose is forbidden; and any right, permit, license or permission, express or implied, to enter upon, pass through, or otherwise use any such areas or portions of the Air Terminal is subject to the conditions that they shall be used only for such purposes, and in the event any person shall use or attempt to use such areas or portions of the Air Terminal for any other purpose or purposes, or shall use the same for an authorized purpose but in a disorderly manner, then any right, permit, license or permission theretofore granted to persons to use such areas or portions of the Air Terminal for any purpose whatsoever shall forthwith cease and terminate without further action by the Airport Operator.

#### 6.4 ENPLANING AND DEPLANING

Passengers shall not be permitted to enplane or deplane except in the presence of authorized personnel of the aircraft operator.

#### 6.5 DEFACING, DAMAGING, ETC., TERMINAL OR PROPERTY

No, person shall deface, mark, break, or otherwise damage any part of an Airport, or any property therein.

#### 6.6 NON-COMMERCIAL EXPRESSIVE ACTIVITY

- 6.6.1 No person shall engage in the continuous or repetitive distribution of flyers, brochures, pamphlets, books or any other printed or written material in any area of the Air Terminal other than the sidewalk adjacent to Moonachie Avenue.
- 6.6.2 Any person engaging in activity pursuant to Section 6.6.1 shall notify the Manager or his designee in person not less than 24 hours prior to the commencement of such activity.
- 6.6.3 No Person engaging in non-commercial expressive activity pursuant to Section 6.6.1.
- (a) The intentional touching of any person without his or her consent.
  - (b) The performance of any ceremony, speech, song, carrying of any sign or placard, or other such activity which constitutes a danger to [persons or property, or which interferes with the use of the sidewalk or adjacent roadway or parking area, or cleaning, maintenance, repair or construction operations.

- (c) The intentional leaving of any brochure, flyer, or any other item intended for distribution unattended.

## 6.7 AIRCRAFT MAINTENANCE AND CLEANING

Cleaning of or otherwise maintaining aircraft shall be accomplished only in areas designated for that purpose by the Manager.

## 6.8 CONSTRUCTION

All construction must be conducted in accordance with all applicable local, state and federal regulations and with the prior approval of the Manager.

## 7.0 TANK VEHICLES

### 7.1 REGISTRATION AND INSPECTION

7.1.1 No tank vehicle shall be used for transportation of flammable liquids within the Air Terminal unless registered, inspected and approved by the Airport Operator.

7.1.2 Every application for registration, inspection or reinspection of such tank vehicle shall be made upon forms prescribed and furnished by the Airport Operator accompanied by a detailed, authorized statement of the tank vehicle operator certifying compliance with the provision of these rules and regulations.

7.1.3 Vehicles shall be submitted for registration and inspection prior to their use upon the Air Terminal and shall be submitted for reinspection every six months thereafter.

7.1.4 The Manager reserves the right to inspect all Tank Vehicles operating on the Air Terminal, and to issue registration and inspection certificates therefore, quarterly. The Manager may also require display of such certificates on or in all tank vehicles.

### 7.2 OPERATION

#### VEHICLE MOTORS

Motors of tank vehicles shall not be run during cargo tank filling, making or breaking filling connections, or during fuel handling system repairs. The propulsion motor for refueling service vehicles shall not be run during fuel transfer or, making or breaking of hose connections.

## 8.0 PUBLIC LANDING AREA

### 8.1 SCHEDULE OF CHARGES FOR THE USE OF PUBLIC LANDING AREA

The operators of any aircraft using the public landing area at Teterboro Airport, except pursuant to the terms of a lease or other agreement with The Port Authority of NY& NJ or the Airport Operator, shall pay for such use at the rate(s) established by the Manager. The schedule of charges for Teterboro Airport is published as a separate document by The Port Authority NY&NJ.

## 8.2 FREE USE OF PUBLIC LANDING AREA

Notwithstanding the provisions of any Schedule of Charges heretofore adopted for the use of Teterboro Airport, no charge shall be made for the use of such Air Terminal by the following aircraft:

- 8.2.1 Aircraft owned, leased or chartered by the agencies of the following governmental entities:
- a. The United States of America provided, however, that during any calendar month;
    - 1) The total number of movements (counting each landing as a movement and each takeoff as a movement) of such government aircraft does not exceed 300. For each landing after the 300th movement, the standard landing fee will be charged, as stated in Section I. Public Landing Area Charges, and
    - 2) The gross accumulative weight of such government aircraft (the total movements multiplied by gross certified weights of such aircraft) does not exceed five million pounds.
  - b. The State of New York and their agencies.
  - c. The State of New Jersey and their agencies.
  - d. States other than New York and New Jersey and their agencies with whom the Port Authority has entered into reciprocal fee-waiver agreements applicable to fees at Teterboro Airport.
  - e. Local governmental agencies within the Port District.
  - f. Any local governmental agency, when there is a reciprocal fee waiver agreement applicable to fees at Teterboro Airport between that agency and The Port Authority of New York and New Jersey.
- 8.2.2 Aircraft owned, leased or chartered by the Port Authority of New York and New Jersey.
- 8.2.3 Aircraft operated under orders of the Civil Air Patrol when engaged in the execution of official airport search and rescue missions or in officially ordered practice aircraft search and rescue missions.

## 9.0 NOISE ABATEMENT RULES AND REGULATIONS

### 9.1 PREFACE

Sections 9.1 - 9.7.2 of these Rules and Regulations predate the Airport Noise and Capacity Act of 1990 (ANCA)

- 9.1.1 FIRST VIOLATION-shall mean the first violation of the MNL-based noise standard by an individual aircraft.
- 9.1.2 MAXIMUM NOISE LEVEL-shall mean the maximum level of a noise event, measured in dB(A).
- 9.1.3 MNL-shall mean Maximum Noise Level.
- 9.1.4 OPERATIONS-shall mean operations by Stage Two Low Bypass Ratio airplanes.
- 9.1.5 PART 36 OF THE FEDERAL AVIATION REGULATIONS OR PART 36-shall mean 14 C.F.R., Part 36, including noise levels under Appendix C of that Part.
- 9.1.6 SECOND VIOLATION-shall mean the second violation of the MNL-based noise standard by an individual aircraft.
- 9.1.7 STAGE TWO, LOW BYPASS RATIO AIRPLANE-shall mean an airplane that complies with the noise levels prescribed in Sections C36.5(a)(2) of Appendix C of Part 36, or in Chapter 2 of Annex 16 (including use of applicable tradeoff provisions), and which is powered by jet engines with a bypass ratio of 3.0 or less.
- 9.1.8 STAGE TWO, LOW BYPASS OPERATIONS-shall mean operations by Stage Two, Low Bypass Ratio Airplanes.
- 9.1.9 STAGE THREE AIRPLANE-shall mean an airplane that complies with noise levels prescribed in Section C36.5(a)(3) of Appendix C of Part 36, or in Chapter 2 of Annex 16 (including use of applicable tradeoff provisions), and which is powered by jet engines with a bypass ratio of 3.0 or less.
- 9.1.10 STAGE THREE OPERATIONS-shall mean operations by Stage Three Airplanes.
- 9.1.11 THIRD VIOLATION-shall mean the third violation of the MNL-based noise standard by an individual aircraft.

## 9.2 GENERAL

- 9.2.1 Aircraft operating at Teterboro Airport must abide by the applicable noise rules, as defined in the following paragraphs. Airport noise rules are based upon maximum noise level (MNL) and Federal Aviation Regulations (FAR) Part 36 noise level classification.
  - a) No jet powered aircraft may operate at Teterboro Airport without prior approval of the Airport Manager.
  - b) No aircraft may operate at Teterboro Airport if such operations shall result in emitted noise above levels prescribed by the Airport Rules and Regulations.

- c) No operations by subsonic Stage Two, low bypass, jet aircraft, exceeding 75,000 pounds maximum certified take-off gross weight (MTOGW), may be planned or scheduled at the airport between the hours of 12:00 midnight and 6:00 a.m.
- d) Effective May 1, 2002, no operations of Stage I Aircraft will be permitted at anytime (24 hours) at Teterboro Airport.

### 9.3 APPROVAL TO OPERATE JET AIRCRAFT

- 9.3.1 In order to use Teterboro Airport, all operators of jet powered aircraft must complete and submit to the Airport Manager, a form entitled “*Request To Operate Jet Powered Aircraft Into Teterboro Airport*”.
- 9.3.2 This form must be completed and submitted by the aircraft owner or operator either before the first operation by any jet powered aircraft or prior to the first departure by such aircraft. If the form has not been completed and submitted prior to the first arrival at Teterboro Airport, the Captain of the arriving aircraft shall contact the duty Airport Operations Supervisor to request a copy of the form.
- 9.3.3 Upon presentation of the “Request To Operate” form to the Captain, the Airport Operations Supervisor shall provide information to such persons regarding the Teterboro Airport noise regulations.
- 9.3.4 Approval must be obtained for each jet powered aircraft the owner or operator plans to operate at Teterboro Airport. Owners or operators may gain approval for more than one aircraft during initial contact with airport management.
- 9.3.5 Aircraft owners or operators shall advise Teterboro Airport management any time that they have sold, or are no longer in direct control of, an aircraft which has been approved by airport management under the process provided for in these Noise Abatement Rules and Regulations.

### 9.4 MAXIMUM NOISE LEVELS

#### 9.4.1 NOISE LIMITS

Takeoffs will be permitted only if they are so planned and conducted that the MNL, as measured on the ground by the Airport Noise Monitoring System, will not exceed the following:

- a) Runway 24:  
Between the hours of 2200 and 0700 local times - 80 dB(A). At all other times - 90 dB(A).
- b) All Other Runways:  
Takeoffs from all other runways and helicopter routes originating at the Airport may not exceed 95 dB(A).

#### 9.4.2 VIOLATIONS

- a) Whenever an aircraft operation has resulted in emission of a sound level above the prescribed limit, the Airport Manager shall issue a noise violation notification. Such notification shall be mailed, via certified or registered mail, to the address given by the owner or operator on the “Request To Operate Jet Powered Aircraft Into Teterboro Airport” form, or to the registered owner/operator (in the case on non jet aircraft). Failure on the part of the aircraft operator to receive such notification shall not be cause for dismissal of the violation.
- b) A record of First Violations and Second Violations shall be kept for two years (from the date of the violation). Upon the second anniversary of the First Violation or Second Violation, the record of that violation shall be expunged. If a record of a Second Violation exists when the record of a First Violation is expunged, the Second record of the Violation shall revert in status to a record of First Violation. Any downgraded violation record shall be expunged on the second anniversary of its original date of occurrence.
- c) Aircraft that have three (3) recorded MNL violations shall not be permitted to operate at Teterboro Airport.

#### 9.4.3 EXEMPTIONS

- a) Upon prior approval of the Airport Manager, operators may conduct up to two flight tests on any one aircraft at Teterboro Airport. These tests may be conducted for the purpose of evaluating noise abatement procedures. Permission for such tests will not be granted if there is a record of a Second Violation for the aircraft involved.
- b) If Runway 19 is officially closed, by NOTAM, the applicable MNL for Runway 24 shall be 95 dB(A).
- c) If the cross-wind component existing at the time of an intended Runway 19 takeoff exceeds the maximum allowable cross-wind component as listed in the operator’s handbook for the aircraft being used, the applicable MNL for Runway 24 shall be 95 dB(A).
- d) Exemptions may be granted by the Airport Manager, in his or her discretion, in cases where, due to circumstances that could not have been foreseen prior to departure, noise abatement procedures were abandoned in order to assure safety of flight.

#### 9.4.4 APPEALS

- a) Operators may appeal the assessment of a MNL violation. Letters of appeal must be received by the Airport Manager within thirty (30) days of the date that the violation notification was received by the operator.

- b) Letters of appeal should clearly state the specific ground upon which the appeal is based. Mitigating circumstances must be verifiable and documented.
- c) Letters of appeal may be reviewed by the Teterboro Airport Noise Abatement Advisory Committee (TANAAC), in which case the Advisory Committee may, in its discretion provide comments on the appeal letter to the Airport Manager, within ninety (90) days of the receipt of the appeal letter. The Airport Manager, with or without the advice of TANAAC, shall render a decision concerning the appeal. The decision of the Airport Manager shall be final.
- d) All violation records shall remain in effect until a decision on such appeal has been rendered by the Airport Manager. If the violation is overturned by the Airport Manager on appeal the record of violation shall immediately be expunged.

## 9.5 REMOTE NOISE MONITOR LOCATIONS

9.5.1 Remote Monitoring Site (RMS) locations are depicted on the Teterboro Airport Minimum Sound Tracks chart, available at the Airport Operations Office, 399 Industrial Avenue, Teterboro, NJ 07608, (201)288-1775.

### 9.5.2 FIXED RMS LOCATIONS ARE AS FOLLOWS:

RMS#1: Carlstadt - Corner of Berry Street and 7th Avenue, 1.9NM from the normal brake release point at Runway 24 threshold.

RMS #2: Hasbrouck Heights - Hamilton Avenue across the street from the Municipal Building, 0.7NM west of the west boundary of the airport.

RMS#3: Hackensack - Roof of the Hackensack Medical Center, 2.5NM from the normal brake release point at Runway 01 threshold.

RMS#4: Hackensack - Park Street, 300 feet North of Central Avenue, 1.8NM north of the northern boundary of the airport.

RMS#5: Bogota - In the yard of the Bogota High School, 2.8 NM from the normal brake release point at Runway 06 threshold.

RMS#6: Moonachie - Joseph Street, 0.4NM east of Runway 01/19.

## 9.6 STAGE TWO OPERATIONS

### Noise Rule

No operations by subsonic Stage Two, Low Bypass jet aircraft, exceeding 75,000 pounds maximum certified take-off gross weight (MTOGW), may be planned or scheduled at the airport between the hours of 12:00 midnight and 6:00 a.m.

Operators that violate the 12:00 midnight to 6:00 a.m. restriction may lose all operating privileges at Teterboro Airport, in the discretion of the Airport Manager.

## 9.7 AIRCRAFT/ENGINE MAINTENANCE RUN-UPS

9.7.1 The procedure listed below shall be followed by all persons who engage in aircraft/engine maintenance run-ups.

- a) Jet and turbine engine aircraft run-ups are prohibited on ramp areas. Piston powered aircraft, when positioned away from buildings and vehicles, may be conducted on ramp areas. Caution should be exercised in order to prevent undue noise and prop blast on airport tenant areas. Aircraft shall not be positioned so that propeller slip-stream or engine exhaust is directed at spectators, personnel, hangars, shops or other buildings in such a manner as might cause personal injury, property damage or the activation of sprinkler systems and/or fire detection systems.
- b) Prior to conducting a maintenance run-up, including piston powered aircraft run-up on ramp areas, the operator shall provide the following information to Airport Operations, at 288-1775.
  1. Operator name
  2. Aircraft owner
  3. Type of aircraft
  4. Aircraft registration number
  5. Whether aircraft will be escorted to run-up area
  6. Total expected time of run-up operation
  7. Engine power settings anticipated and approximate period of time at stated settings.
  8. Reason for engine run-up
  9. Run-up area requested
- c) All maintenance run-ups shall be conducted between the hours of 8:00 a.m. and 8:00 p.m., Monday through Saturday, or between the hours of 12:00 p.m. and 6:00 p.m. on Sundays. In an emergency, the Airport Manager, in his or her discretion, may approve maintenance run-ups during other hours -- on a case-by-case basis. Run-up hours may be adjusted, at the discretion of the Airport Manager, if the noise impact on the local community so warrants.
- d) All aircraft operators conducting a maintenance run-up must maintain a listening watch on the Teterboro Ground Control frequency (121.9 MHz), or alternate frequency assigned by Air Traffic Control if the aircraft is equipped with only one aeronautical communications radio. If the aircraft is equipped with dual aeronautical radios, listening watch shall be maintained on both Teterboro Ground Control and ARINC (130.575 MHz).
- e) Although it is recognized that, under certain wind conditions, operators may favor aircraft headings other than the preferred headings, the Airport Manager reserves the right to reposition aircraft and/or terminate

maintenance run-ups. Preferred run-up areas and aircraft headings are as follows:

- 1) Taxiway Golf at east extension. Preferred headings are 010 degrees and 190 degrees.
- 2) Holding area adjacent to Taxiway Alpha (between Runways 19 and 24). Preferred location is as close to Runway 19 as possible on a heading of 190 degrees.

9.7.2 These regulations are set forth in order to provide maximum possible relief to residents of the communities surrounding Teterboro Airport. While the Airport Manager recognized the need for maintenance run-ups to ensure safety of flight, the Airport Manager asks all aircraft operators to carefully consider the impact of noise on our neighbors and plan run-up activities accordingly.

## 9.8 STAGE ONE OPERATIONS

Effective May 1, 2002, no operations of subsonic Stage I aircraft are permitted. For the purposes of this section, Stage I aircraft shall have the same meaning as the definition in Part 36 of the Federal Aviation Regulations.

# **STEWART INTERNATIONAL AIRPORT**

## **XVII. STEWART INTERNATIONAL AIRPORT**

### **1.0 GENERAL**

#### **1.1 CONDITIONS OF ACCESS**

- 1.1.1 Use of any area or portion of an Air Terminal in a manner contrary to law or a manner contrary to the Airport Rules and Regulations may result in a withdrawal of permission to enter or remain in such air terminal by the Port Authority. *{Ref: PANYNJ R & R Chapter I, paragraph B1}*
- 1.1.2 Nothing herein contained shall be construed to limit the use of any area or portion of any air terminal by officers or employees of the Port Authority, or by Port Authority contractors, or to prevent any Police Officer, Fire Officer or other public officer or employee from entering upon any part of the air terminal when properly required so to do in the performance of his official duties. *{Ref: PANYNJ R & R Chapter I, paragraph B2}*
- 1.1.3 The Port Authority may prohibit any conduct that violates any requirement for, or condition of, the receipt of federal grant in aid funds, the approval of the imposition of Passenger Facility Charges, or any other governmental program in which the Port Authority participates to obtain funds for use at an Airport. *{Ref: PANYNJ R & R Chapter I, paragraph B3}*
- 1.1.4 Permission to use Airport land, terminals, buildings, structures, parking lots, on-airport buses or rail systems may be denied to or withdrawn from persons who violate Port Authority Rules and Regulations, applicable laws, ordinances or regulations of other government bodies or for such other reason as may be permitted by law. *{Ref: PANYNJ R & R Chapter III, paragraph A}*

#### **1.2 COMMERCIAL ACTIVITY**

Commercial activity at locations in Port Authority Air Terminals is subject to the following conditions and restrictions:

##### **1.2.1 Compliance with Rules & Regulations**

Any permission granted by the Port Authority directly or indirectly, expressly or by implication, to any person or persons, to enter upon or use any air terminal or any part thereof (including aircraft operators, crew members and passengers, spectators, sightseers, pleasure and commercial vehicles, officers and employees of airlines, lessees and other persons occupying space at such air terminal, persons doing business with the Port Authority, its lessees, sub-lessees and permittees, and all other persons whatsoever whether or not of the type indicated), is conditioned upon compliance with the Port Authority Rules and Regulations. *{Ref: PANYNJ R & R Chapter XV, paragraph A1}*

##### **1.2.2 Port Authority Consent**

No person shall carry on any commercial activity at any Air Terminal including, but not limited to, the sale of merchandise or services, without the consent of the Port Authority. *{Ref: PANYNJ R & R Chapter XV, paragraph A2}*

### 1.2.3 Vending Machines

No vending machines for the sale of goods shall be permitted in the public areas of Stewart International Airport that is not occupied by a lessee, licensee or permittee, unless permitted to do so by the General Manager, or the designee thereof. This prohibition shall not apply to vending machines in restrooms selling personal hygiene items. *{Ref: PANYNJ R & R Chapter XV, paragraph A3}*

### 1.2.4 Sightseeing Flights

No person shall conduct sightseeing flights at any Air Terminal except under permit from the Port Authority. By sightseeing flights is meant flights on which passengers are carried for hire, and which originate and terminate at the same terminal with no intermediate stops other than emergency stops. *{Ref: PANYNJ R & R Chapter XV, paragraph A4}*

### 1.2.5 Storage of Cargo & Property without Permission

No person shall use any area of an Air Terminal for storage of cargo or other property without permission of the General Manager, or the designee thereof. If, notwithstanding the above prohibition, a person uses such areas for storage as aforesaid, without first obtaining such permission, then the General Manager, or the designee thereof, shall have authority to order the cargo or other property removed or to cause the same to be removed and stored at the expense of the owner or consignee thereof, without liability for damage thereto arising from or out of such removal or storage. *{Ref: PANYNJ R & R Chapter XV, paragraph A5}*

## 1.3 PARKING *{Ref: PANYNJ R & R Chapter XV, paragraph A6}*

Unless otherwise provided in a lease or other agreement, no person shall use any area of an Air Terminal (other than the public aircraft parking and storage areas), for parking and storage of aircraft without permission of the General Manager, or the designee thereof. If, notwithstanding the above prohibition, a person uses such areas for parking or storage as aforesaid, without first obtaining such permission, then the General Manager, or the designee thereof, shall have authority to order the aircraft removed or to cause the same to be removed and stored at the expense of the owner thereof, without liability for damage thereto arising from or out of such removal or storage.

## 1.4 OPERATIONAL REQUIREMENTS

1.4.1 All persons Operating aircraft at the Airport shall do so in compliance with Stewart International Airport's noise abatement procedures.

1.4.2 The General Manager's, or the designee's thereof, waiver of any rule, regulation contained in these Rules and Regulations for any person will not be deemed a waiver of such condition for any other person.

## **2.0 AIRPORT SECURITY *{Ref: PANYNJ R & R Chapter II}***

## 2.1 ADHERENCE TO SECURITY REGULATIONS AND PROCEDURES

All persons entering an Air Terminal shall comply with all applicable security regulations and procedures. The Port Authority complies with or requires compliance with 49 CFR, Chapter XII, Parts 1540 and 1542, with the exception of Teterboro Airport established separately by the Teterboro Airport Manager. All amendments to the regulations listed above are to be complied with as requested by the Transportation Security Administration.

## 2.2 MANAGER'S RIGHT TO RESCIND ACCESS

The General Manager, or the designee thereof, shall have the right to rescind permission for the use of any access control device and confiscate any Airport ID previously given to any individual for any lawful reason, including but not limited to violations of airport security and violations of Airport Rules and Regulations.

## 2.3 VALID IDENTIFICATION AND ESCORT REQUIREMENTS

No person may enter or be in the Airport Operations Area (AOA) or Security Identification Display Area (SIDA) unless he or she is:

- a. Displaying a valid Airport ID indicating that he or she has unescorted access privileges; or,
- b. In the case of a location subject to an Exclusive Area Agreement, which allows the use of an Air Carrier ID for limited access to the AOA or SIDA, displaying a valid approved Air Carrier ID; or,
- c. in the case of aircraft crewmembers, dressed in the full uniform of his/her company, displaying a photo ID issued by an authorizing airline; or,
- d. in the case of an FAA Aviation Safety Inspector conducting his/her assigned duties, displaying an FAA Form 8000-39 with photograph; or,
- e. under the escort of an individual not employed by the same company as the person being escorted who has a valid Airport Operator Identification Card indicating that he or she has unescorted access privileges and privileges to escort others.

## 2.4 FLIGHT CREWS

2.4.1 Flight crewmembers may, when wearing a valid ID as noted herein, dressed in the full uniform of his/her company, and when performing the duties of their flight crew assignment, have unescorted access to certain areas of the AOA or SIDA only:

- a. To travel directly from the terminal building to the aircraft to which they are assigned and/or,
- b. to perform necessary assigned flight checks on an aircraft, but only while remaining within 25 feet of that aircraft; and,
- c. no unnecessary diversions are made when traveling as described in a. and b. above.

2.4.2 If any flight crewmember requires access to the AOA or SIDA for reasons other than those stated herein, or if it is impossible for a flight crewmember to follow the regulations as stated herein, an escort is required.

## 2.5 DISPLAYING VALID IDENTIFICATION

While in the AOA or SIDA, individuals who are not under escort must display the approved ID in full view, above waist level, on their outermost garment. Such approved ID must be presented upon demand in response to a challenge made pursuant to paragraph 2.8 below.

## 2.6 AIRPORT IDENTIFICATION (ID) RESPONSIBILITIES

### 2.6.1 Caring for Airport ID

It is the responsibility of the individual to whom an Airport ID is issued to secure and care for that card. An expired, mutilated, defaced, misused and invalidated identification card will be confiscated and/or suspended and/or revoked.

### 2.6.2 Reporting the Misuse of Airport ID

It is the responsibility of every individual to whom an Airport ID has been issued to report any one displaying an expired, mutilated, defaced, or otherwise invalid Airport ID to the SWF Airport Operations Office without unreasonable delay.

## 2.7 ESCORT PROCEDURES

### 2.7.1 Escorting People

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. While under escort, the person being escorted must continuously be within the line of sight of the person performing the escort. Escorting of people will be conducted for business purposes only.

### 2.7.2 Escorting Vehicles

Vehicles without a valid SWF Ramp Permit, and drivers who do not have an Airport ID with driver privileges, must be escorted while on the AOA by an individual who:

- (i) possesses a valid Airport ID with driver and escort privileges, and
- (ii) uses a vehicle that is in full compliance with these Rules and Regulations.
- (iii) The operator of an escorting vehicle shall remain in close proximity to an escorted vehicle until the escorted vehicle leaves the AOA.

## 2.8 RESPONSIBILITY TO CHALLENGE

It is the responsibility of every individual issued an Airport ID that allows unescorted access to the AOA or SIDA:

- 2.8.1 To challenge the authority or purpose of a person without proper escort who attempts to enter the AOA or SIDA and who is not displaying a valid Airport ID that allows that person access to the area, and to prevent him or her from entering the AOA or SIDA if that individual does not offer valid Airport ID, or to report the incident to the SWF Airport Operations Office as soon as possible while attempting to keep the individual within view; and,
- 2.8.2 To challenge the authority or purpose of a person who is in the AOA or SIDA and who is not displaying a valid Airport ID that allows access to the area, and escort him or her from the AOA or SIDA if that individual does not offer a valid Airport ID, or to immediately report the incident to the SWF Airport Operations Office as soon as possible while attempting to keep the individual within view.

## 2.9 FIREARMS, EXPLOSIVES, MUNITIONS AND PYROTECHNICS

No person shall carry any firearms, explosives, munitions, or pyrotechnics into the SIDA or AOA except:

- 2.9.1 Persons authorized to do so by an Airport ID with the appropriate privileges issued by the SWF Airport Operations Office; or,
- 2.9.2 Persons under escort by SWF Airport Operations staff; or,
- 2.9.3 Persons authorized by the General Manager, or the designee thereof, to use firearms, explosives, munitions, and pyrotechnics for animal control activity at the Air Terminal or in the AOA.

## 2.10 EMPLOYMENT OF SECURITY SERVICES

Any one who employs any person, company or corporation for the purpose of providing security services at an air terminal shall notify the General Manager, or the designee thereof, of the nature of such services. Such person must also furnish the name, business address, and telephone number of such person, company or corporation to the General Manager, or the designee thereof, together with a copy of the license or other government authorization of such person, company, or corporation as may be required to perform such service in the city and state in which the Airport is located.

## 2.11 VEHICLES AND DRIVERS

All vehicles operating on the AOA, except those vehicles under escort according to the procedures required by these Rules & Regulations, must display a valid SWF Ramp Permit and must be operated by an individual who is authorized to drive on the AOA. AOA driver privileges will not be granted unless the applicant possesses a valid state driver's license from their state of residence, and has successfully passed the Port Authority approved airport specific Airfield Driver Training Course.

## 2.12 OTHER SECURITY PROCEDURES

Employees will adhere to all other security procedures issued by the Transportation Security Administration, General Manager, or the designee thereof, and all security procedures and obligations, as applicable and outlined in the Airport Security Program, Exclusive Area Agreements, Guard Post Instructions and Building Security Plans. Applicable security procedures and obligations are available on a need to know basis in the General Manager's, or the designee's thereof, Office. The following items may not be allowed into the sterile area: Knives of any kind, including steak knives and pocketknives. Rounded blade butter knives and plastic knives are permitted for use by restaurant employees and patrons. Cutting instruments of every kind including carpet knives, box cutters and other folding or retractable blades, regardless of blade length or composition, even those less than four inches, whether metallic or non-metallic.

### **3.0 AIRCRAFT**

#### **3.1 GENERAL**

- 3.1.1 No Aircraft shall be operated at an Air Terminal in a manner which creates an unreasonable risk of harm to persons or property, or while the pilot, or other persons aboard controlling any part of the operation thereof, is under the influence of intoxicating liquor, or any narcotic or habit-forming drug, or any substance which impairs, impedes, or otherwise affects the ability of such person(s) to safely operate the Aircraft, or while such Aircraft is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property. *{Ref: PANYNJ R & R Chapter VIII, paragraph A}*
- 3.1.2 The pilot or other person aboard engaged in the operation of any Aircraft (except when subject to the direction or control, for ground movement purposes, of the Federal Aviation Administration or other Federal agency) being operated at any Air Terminal must at all times comply with any lawful order, signal or direction of an authorized representative of the Port Authority. When operation of such aircraft is controlled by lights, signs, mechanical or electrical signals or pavement markings, such lights, signs, signals and markings, shall be obeyed unless an authorized representative of the Port Authority directs otherwise. *{Ref: PANYNJ R & R Chapter VIII, paragraph B}*
- 3.1.3 The General Manager, or the designee thereof shall have authority to deny the use of an Air Terminal to any Aircraft or pilot violating Port Authority or Federal regulations, whether at such Air Terminal or elsewhere. *{Ref: PANYNJ R & R Chapter VIII, paragraph D}*
- 3.1.4 Operators shall obtain prior permission from the General Manager, or the designee thereof, before conducting the following activities at the Airport:
- a. Motorless Aircraft – Gliders, sailplanes or any other certificated or non-certificated motorless aircraft shall not land upon, or take-off from the Airport without prior written permission of the Airport Operator.

- b. Ultralight Vehicles – Ultralight vehicles shall not land upon, or take off from the Airport without prior permission of the Airport Operator.
- c. Lighter-than-Air Aircraft – Airships, dirigibles, and other certificated lighter-than-air aircraft shall not land upon, moor or take-off from the Airport without prior written permission of the Airport Operator.
- d. Banner or Glider Towing – No person shall tow banners, gliders, or any other device to or from the Airport without prior written permission of the Airport Operator.
- e. Formation Landings or Take-Offs – No person shall land upon or depart from the Airport in a formation or two or more aircraft without prior written of the Airport Operator.
- f. Parachute Drop – No person shall conduct a parachute drop on Airport property without prior written permission

3.1.5 When informed of an emergency by FAA, Port Authority or other party, all Aircraft shall clear active runways and shall hold their positions unless otherwise directed by the Air Traffic Control Tower. *{Ref: PANYNJ R & R Chapter VIII, paragraph G}*

## 3.2 TAXIING, TOWING AND STARTUP

- 3.2.1 Aircraft shall not be positioned, started or taxied so that propeller slipstream, jet engine exhaust blast or rotor down-wash may cause injury to persons, or damage to property, or where it may generate turbulence across taxiways, runways, vehicle service roads, or heliport areas, so as to endanger the safety of operations on an Air Terminal. If it is impossible to taxi Aircraft without compliance with the above, then the engine or engines must be shut off and the Aircraft towed. *{Ref: PANYNJ R & R Chapter VIII, paragraph U1}*
- 3.2.2 Except for helicopters, no person shall start an Aircraft engine at an Air Terminal unless there is a qualified attendant standing by outside the Aircraft with a twenty-pound or larger dry chemical fire extinguisher, or unless the engines are equipped with their own fire control system. With regard to helicopters, the engine starting procedure shall be in a manner acceptable to the General Manager, or the designee thereof. *{Ref: PANYNJ R & R Chapter VIII, paragraph U2}*
- 3.2.3 No Aircraft shall be started, run or taxied at an Air Terminal unless a certificated pilot certificated to operate that particular type of Aircraft or a certificated A and P mechanic qualified to start, run or taxi that particular type of Aircraft is attending the controls. *{Ref: PANYNJ R & R Chapter VIII, paragraph U3}*
- 3.2.4 No aircraft engine shall be started unless the main landing wheels are chocked and the brakes of the aircraft fixed and locked, unless alternate procedures approved by the General Manager, or the designee thereof, are followed. *{Ref: PANYNJ R & R Chapter VIII, paragraph U4}*

- 3.2.5 No helicopters shall be started, run, or taxied at an Air Terminal unless a certificated helicopter pilot certificated to operate that particular type of helicopter is attending the controls, or, if the General Manager, or the designee thereof, has given his or her approval, a certificated A and P mechanic is attending the controls. *{Ref: PANYNJ R & R Chapter VIII, paragraph U5}*
- 3.2.6 All aircraft which are being taxied, towed or otherwise moved at an Air Terminal shall be under full control and shall move or be moved at a reasonable speed. *{Ref: PANYNJ R & R Chapter VIII, paragraph U6}*
- 3.2.7 Whenever any aircraft is being taxied, towed or otherwise moved on the public landing area, public ramp and apron area, public passenger ramp and apron area, or public cargo ramp and apron area, there shall be a person attending the controls of the aircraft who shall monitor by radio the transmitting frequency in use by the Control Tower or who, if necessary, will cause that frequency to be monitored by another person in the aircraft at the time. In the event of radio equipment failure, the Control Tower may use an Aldis Lamp for communication. *{Ref: PANYNJ R & R Chapter VIII, paragraph U7}*
- 3.2.8 No Aircraft shall be taxied into or out of a hangar under its own power. *{Ref: PANYNJ R & R Chapter VIII, paragraph U11}*
- 3.2.9 All Aircraft being taxied, towed or otherwise moved at an Air Terminal shall proceed with running lights on during the hours between sunset and sunrise. *{Ref: PANYNJ R & R Chapter VIII, paragraph U13}*
- 3.2.10 No person shall maneuver an Aircraft, park, or leave the same standing on a ramp or apron area in such a way that any portion of said Aircraft will protrude beyond the ramp or apron limits, unless previously authorized. *{Ref: PANYNJ R & R Chapter VIII, paragraph U14}*
- 3.2.11 It is required that one wing walker, preferably two be positioned on the ground, located at the outward tip of each wing, to monitor the clearance of each wing as the aircraft enters and exits the ramp. *{Ref: PANYNJ R & R Chapter VIII, paragraph U15}*

### 3.3 ENPLANING AND DEPLANING

Passengers shall not be permitted to enplane or deplane except in the presence of authorized personnel. *{Ref: PANYNJ R & R Chapter VIII, paragraph J}*

### 3.4 PARKING AND STORAGE

- 3.4.1 No person shall park an aircraft or leave the same standing on a public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area at an air terminal except at such places as may be prescribed or permitted by the General Manager, or the designee thereof. When in public storage areas, those aircraft for which tie-down fittings are provided shall be required to make proper use thereof. *{Ref: PANYNJ R & R Chapter VIII, paragraph U8}*

- 3.4.2 When parked, helicopters shall have rotor braking devices and/or tiedowns applied to the rotor blades. *{Ref: PANYNJ R & R Chapter VIII, paragraph U9}*
- 3.4.3 Upon direction from the General Manager, or the designee thereof, the operator of any Aircraft parked or stored at an Air Terminal shall move said aircraft from the place where it is parked or stored to any other designated place. If the operator refuses to comply with such direction, the Port Authority may tow said Aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving. *{Ref: PANYNJ R & R Chapter VIII, paragraph U10}*
- 3.4.4 Every Aircraft parked on a Public Ramp or Apron Area, Public Passenger Ramp or Apron Area, or Public Cargo Ramp and Apron Area shall have its running lights turned on during the hours between sunset and sunrise, except in certain areas designated by the General Manager, or the designee thereof, or in areas which are illuminated during these hours. *{Ref: PANYNJ R & R Chapter VIII, paragraph U12}*

### 3.5 AIRCRAFT DUMP VALVE TESTING

Aircraft dump valves shall be tested only in those areas designated for that purpose by the General Manager, or the designee thereof.

### 3.6 REPORTING ACCIDENTS

- 3.6.1 The operator of any Aircraft involved in any accident causing personal injury or property damage at an Air Terminal shall report said accident promptly to the General Manager, or the designee thereof, and/or the New York State Police. *{Ref: PANYNJ R & R Chapter VIII, paragraph E}*
- 3.6.2 The pilot or operator thereof shall be responsible for the prompt disposal of Aircraft wrecked or disabled at an Air Terminal and parts of such Aircraft as directed by the General Manager, or the designee thereof; in the event of his failure to comply with such directions such wrecked or disabled Aircraft and parts may be removed by the Port Authority at the operator's expense and without liability for damage which may result in the course of such removal. *{Ref: PANYNJ R & R Chapter VIII, paragraph F}*

### 3.7 AIRPORT FEES AND CHARGES

- 3.7.1 No aircraft operator shall land or conduct an aircraft operation or use an Air Terminal except as otherwise provided by agreement with the Port Authority and except upon the payment of such fees and charges as may from time to time be prescribed or agreed to by the Port Authority. All charges due to the Port Authority for the use of Air Terminals shall be payable in cash unless credit arrangements satisfactory to the Port Authority have been made in advance or permission has been secured for payment by check. *{Ref: PANYNJ R & R Chapter XV, paragraph A7}*

3.7.2 The Airport Duty Manager shall have the authority to detain any Aircraft for non-payment of charges due to the Port Authority. *{Ref: PANYNJ R & R Chapter VIII, paragraph C}*

### 3.8 AIRCRAFT NOISE RESTRICTIONS

In accordance with the Airport Noise and Capacity Act of 1990 (ANCA), airplanes with certificated weights greater than 75,000 pounds must conform to Stage III noise limits at Port Authority Airports. Stage III noise limits are defined in Federal Aviation Regulations (FAR) Part 36 noise level classifications. In addition, airplanes that are type certificated after January 1, 2006 must meet Stage IV noise limits as defined in Federal Aviation Regulation (FAR) Part 36 noise level classifications. *{Ref: PANYNJ R & R Chapter IX, paragraph A}*

## 4.0 SAFETY

### 4.1 ENDANGERING PERSONS OR PROPERTY

No person in or upon any Airport shall do or omit to do any act if the doing or omission thereof unreasonably endangers persons or property. *{Ref: PANYNJ R & R Chapter III, paragraph C}*

### 4.2 SMOKING

All regulations regarding smoking set forth elsewhere in the Airport Rules and Regulations are applicable to Stewart International Airport.

### 4.3 FIRE HAZARD

4.3.1 No person shall operate an oxy-acetylene torch, electric arc or similar flame or spark producing device on any part of the Airport except in areas within leased premises designated for such use by the General Manager, or designee, without first obtaining a Cutting and Welding Permit from the General Manager, or the designee thereof.

4.3.2 No person shall start any open fires or any type, including flare pots, torches or fires in containers formerly used for oil, paint, or similar materials on any part of the Airport without written permission of the General Manager, or the designee thereof.

### 4.4 DE-ICING AND ENVIRONMENTAL

4.4.1 De-icing must be performed in accordance with the SWF De-icing Program. The SWF De-icing Program is available for review by contacting the Airport Operations office.

- 4.4.2 All tenants and airport users must abide by all applicable Federal, State and Local regulations and orders with respect to hazardous material handling and spill reporting.

The Airport maintains an aggressive storm water sampling and monitoring plan as per the State Pollution Discharge Elimination System (SPDES) permit from the New York State Department of Environmental Conservation (NYSDEC). In particular, spills from, (but not limited too), petroleum products, and Propylene Glycol on the airport grounds can cause discharges into the waterways of New York, which could put the responsible party in violation of Federal, and State water quality laws. It is of utmost importance that not only every effort is made to prevent spills, but immediate reporting of spills to the NYSDEC, any other applicable governmental entity, and Airport Operations is mandatory. Each tenant or airport user is responsible for all cleanup costs of a spill they cause.

- 4.4.3 Tenants and airport users are responsible for costs and expenses of the Port Authority resulting from violations of laws, regulations and orders with respect to environmental protection and hazardous materials management, including, but not limited to, costs of remediation, disposal, civil penalties and fines.

An airport tenant or user shall obey any order of the General Manager, or the designee thereof, to halt any activity that violates any law, regulation or order with respect to environmental protection and hazardous materials management.

#### 4.5 FIRE DETECTION/SUPPRESSION SYSTEMS

- 4.5.1 Fire extinguisher equipment at the Airport shall not be tampered with at any time or used for any purpose other than fire fighting or fire prevention. All such equipment shall be inspected in conformity with the National Fire Protection Association regulations. Tags showing the date of the last such inspection shall be left attached to each unit.
- 4.5.2 Heater valves, sprinkler valves and devices, blower motors or any other Airport machinery or equipment shall not be tampered with at any time. No person other than an authorized Airport Operator employee or designee may turn heaters in public areas on and off or operate any other airport equipment, except in leased areas. In leased areas, only employees or designees of the lessee or the Airport Operator may perform these functions.

### 5.0 FUEL HANDLING

#### 5.1 FUEL HANDLING OF AIRCRAFT

- 5.1.1 Aircraft fueling and/or defueling is prohibited while the engine of the aircraft being serviced is running or is being heated. Fuel shall be delivered or drained through hose and connections approved by the Underwriter's Laboratories, Inc.
- 5.1.2 Aircraft fuel handling at the Airport shall be conducted at least fifty (50) feet from any hangar or other building, except where the location of underground

fuel tanks presently installed requires such fuel handling closer to existing buildings or hangars.

- 5.1.3 Each tenant who is authorized to dispense fuel at the Airport shall designate fueling areas for the fueling of all ramp vehicles.
- 5.1.4 Each tenant and/or aircraft operator is required to notify airport operations in the event of a fuel spill. All tenants and aircraft operators are responsible for responding to and cleaning up spills on his/her property and from his/her aircraft.
- 5.1.5 During fuel handling operations in connection with any aircraft at the Airport, at least two twenty (20) pound or larger dry chemical fire extinguishers shall be immediately available for use in connection therewith.
- 5.1.6 During fuel handling in connection with any aircraft, no person shall operate any radio transmitter or receiver in such aircraft, or switch electrical appliances on or off in such aircraft, nor shall any person do any act or use any material which is likely to cause a spark within fifty (50) feet of such aircraft.
- 5.1.7 As per NFPA 407, surveillance radar equipment in aircraft shall not be operated or ground tested in any area of the Airport wherein the directional beam of high intensity is within 300 feet, or the direction beam of low intensity radar (less than 1.0 KW output) is within 100 feet, of any fueling, defueling, servicing, or other operations in which flammable liquids, vapors, or mist may be present. Weather-mapping radar equipment in aircraft shall not be operated when the aircraft in which it is mounted is undergoing fuel servicing.
- 5.1.8 During fuel handling in connection with aircraft, no passenger or passengers shall be permitted to remain in such aircraft unless at least one qualified person trained in emergency evacuation procedures is at the door and a passenger ramp is in position if the same is required for the safe and rapid debarkation of passengers. Only personnel engaged in the fuel handling, or in the maintenance and operation of the aircraft being fueled or defueled shall be within fifty feet of the fuel tanks of such aircraft during the fuel handling operations.
- 5.1.9 Persons engaged in aircraft fuel handling shall exercise care to prevent overflow of fuel.
- 5.1.10 No person shall start the engine or engines of any aircraft when there is gasoline or any type of fuel on the ground under the aircraft. In the event of the spillage of gasoline or any type of fuel, no person shall start an aircraft engine in the area in which the spillage occurred, even though the spillage may have been cleaned up, until the General Manager, or the designee thereof, has granted permission for the starting of engines in the area.
- 5.1.11 Unless otherwise provided in a lease or other agreement, all operators of aircraft who receive, and all persons who supply, aviation fuel and lubricating oil at the Airport, shall use only these aviation fuel storage and delivery facilities designated and approved by the General Manager, or the designee thereof, for such use.

## 5.2 BONDING

During all fuel handling operations in connection with any aircraft at the Airport, the aircraft and the fuel dispensing or draining apparatus shall be bonded by wire to prevent the possibility of static ignition of volatile liquids.

## 5.3 FUELING OF OTHER VEHICLES

- 5.3.1 The transfer of bulk aircraft or commercial fuel from one vehicular tender into another is prohibited within the boundaries of the Airport.
- 5.3.2 Automotive and ramp equipment shall be refueled only at refueling stations and from dispensing devices approved by the General Manager, or the designee thereof, for such use. Automotive equipment shall be refueled at the Airport only at refueling stations and from dispensing devices approved by the Airport Operator.

## 6.0 VEHICLES

### 6.1 GENERAL

- 6.1.1 All vehicular traffic on or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Areas must at all times comply with any lawful order, signal or direction. When such traffic is controlled by traffic lights, signs, mechanical or electrical signals, or pavement markings, such lights, signs, signals and markings shall be obeyed.
- 6.1.2 No vehicle shall be operated in or upon a Public Vehicular Parking Area, AOA, fuel storage area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, or Public Aircraft Parking and Storage Area in a manner at a speed which creates an unreasonable risk of harm to persons or property, or while the driver thereof is under the influence of intoxicating liquor, or any narcotic or habit-forming drug or any substance which affect the ability of the driver to operate the vehicle safely or if such vehicle is so constructed, equipped or loaded as to create an unreasonable risk of harm to persons or property.
- 6.1.3 No motorized vehicle shall be operated in or upon a Public Vehicular Parking Area or roadway unless (1) the driver thereof is duly authorized to operate such vehicle in New York, and (2) such vehicle is registered in accordance with the provisions of the law in the State of New York or the vehicle is of specific nature to the operation of the airport and is not intended for road use.
- 6.1.4 Aircraft service vehicles that are used only in the non-movement aircraft parking areas along need only be painted and marked so as to be easily distinguishable from equipment operated by other companies.

- 6.1.5 All vehicles entering the air operations area that are legal to operate must get a 'Ramp Authorized' permit for Airport Operations prior to entering the air operations area. The permit sticker must be attached to the vehicle on the driver's front bumper.
- 6.1.6 All vehicle operators in the air operations area must possess a valid SIDA badge with driving privileges.
- 6.1.7 Motorcycles, motorbikes, three-wheeled motor vehicles, and scooters are prohibited from operating in the air operations area, unless approved by the General Manager, or the designee thereof.
- 6.1.8 Operators to be Licensed and Vehicles to be Properly Equipped:
  - (a) No vehicle shall be operated in or upon the Airport unless the driver thereof is duly licensed to operate such vehicle on state highways or the vehicle is of specific nature to the operation of the Airport and is not intended for road use.
  - (b) No vehicle shall be operated in or upon the Airport unless it is in sound mechanical order, has adequate lights, horn and brakes and clear vision from the driver's position. In addition, trailers and semi-trailers will not be permitted unless they are equipped with reflectorized devices on all sides and unless they are equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft blast nor wind will cause them to become free rolling. Positive locking couplings shall be required for all towed equipment. Except for vehicles that are exclusively used in or upon the Airport and are permitted by written authorization of the Airport Operator, all vehicles shall meet New York State licensing and inspection requirements.
  - (c) Aircraft service vehicles that are used only in the Non-Movement aircraft parking areas along need only be painted and marked so as to be easily distinguishable from equipment operated by other companies.
  - (d) All vehicles entering the air operations area that are legal to operate on public roads must get a 'Ramp Authorized' permit for Airport Operations prior to entering the air operations area. The Permit sticker must be attached to the vehicle on the driver's side front bumper.
  - (e) To get a 'Ramp Authorization', the registration and current insurance documents must be presented with a copy to remain with Airport Operations.

## 6.2 EQUIPMENT REQUIREMENTS

All equipment shall comply with Port Authority Rules & Regulations governing the use of such equipment on airport property as further described in the Ground Vehicle Specifications, attachment B.

## 6.3 VEHICLES ENTERING THE PUBLIC LANDING AREA

Non-Port Authority vehicles are prohibited from operating on any runway, taxiway and safety area unless under escort by the Port Authority or FAA maintenance. All vehicles shall obtain permission from the Control Tower before entering or operating on the movement areas. All vehicles operating in these areas shall have an operating two-way radio turned “on” and tuned to the ground control frequency, and shall have an operating rotating amber light located at the highest structure of the vehicle turned “on” at all times. All vehicle drivers shall follow all directions provided by the FAA controller while in the movement areas. *{Ref: PANYNJ R & R Chapter VI, paragraph C14}*

#### 6.4 SPEED LIMITS

Vehicles at the Airport shall be operated in strict compliance with speed limits as indicated by posted traffic signs. Except as indicated by such signs, no vehicle shall exceed the speed of fifteen (15) miles per hour; and no vehicle shall exceed (5) miles per hour within 50 feet of an aircraft or on the Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area, and Public Aircraft Parking or Storage Area.

- (a) No vehicle shall exceed the speed of fifteen (15) miles per hour on Fire Lanes. No vehicle shall exceed the speed of thirty-five (35) miles per hour on Taxiways.

Snow removal equipment and emergency response vehicles shall be exempt from these speed limits during snow removal operations and required emergency responses.

- (b) “Airport Tenant Vehicles” Vehicles shall be painted in a manner approved by the Airport Operator. Vehicles must display a logo or sign, which identifies the organization that operates the vehicle. Vehicles must be equipped with an approved amber rotating or flashing beacon on the roof or uppermost point of the vehicle observable from 360 degrees. All vehicles operating in the runway and taxiway safety areas of the Airport shall be equipped or operated with a functioning two-way radio capable of communicating on the proper aeronautical frequencies and shall obtain a clearance from the Airport Air Traffic Control Tower before entry into the movement areas.
- (c) “Airport Construction Vehicles” Construction vehicles used only in the construction area during daytime hours may use an approved high visibility checkerboard flag on the roof or uppermost point of the vehicle; or be equipped with an approved amber rotating or flashing beacon on the roof or uppermost point of the vehicle if the vehicle observable from 360 degrees may be used at any other time during the day. All vehicles operating in the runway and taxiway safety areas of the Airport shall be equipped or operated with a functioning two-way radio capable of communicating on the proper aeronautical frequencies and shall obtain a clearance from the Airport Air Traffic Control Tower before entry into the movement areas.
- (d) Vehicles used on an irregular basis or not meeting the requirements of this section in or upon the Airport shall operate in ‘Under Escort’ conditions as dictated by Airport Operations and shall have in operation the flashing parking lights.

#### 6.5 TAXICABS/LIMOUSINES

The following vehicles are not permitted on the AOA without the permission of the General Manager, or the designee thereof: Limousines, Taxis, Delivery Vehicles, Busses, Vans, Postal/Mail Package Delivery Vehicles, Personal Vehicles and any other service/transportation vehicles which are not owned or operated by the tenant and used in the course of doing business. Personal vehicles are not permitted by the tenant and used in the course of doing business.

## 6.6 PARKING, STANDING, OR STOPPING VEHICLES

- 6.6.1 No person shall park a vehicle or permit the vehicle to remain stopped on roads within the Airport or within the AOA, except in such areas and for such periods of time as may be prescribed or permitted by the General Manager, or the designee thereof. *{Ref: PANYNJ R & R Chapter VI, paragraph B15 & C17}*
- 6.6.2 No person shall stop or park a vehicle *{Ref: PANYNJ R & R Chapter VI, paragraph B15 & C17}*:
- (a) in front of a driveway
  - (b) within a bus stop safety zone or taxicab zone, except vehicles authorized to use such areas
  - (c) no parking or stopping areas on any roadway
  - (d) on any shoulder if the vehicle is not disabled
  - (e) within 15 feet of a fire hydrant
  - (f) within 10 feet of an AOA perimeter security fence
  - (g) within any restricted or marked areas
- 6.6.3 No person shall park a vehicle within any public vehicular parking area except upon the payment of such parking fees and charges as are prescribed by the Port Authority. *{Ref: PANYNJ R & R Chapter VI, paragraph B16}*
- 6.6.4 A vehicle which has been placed in the lawful possession of the Port Authority because it was illegally parked, or for non-payment of fees, or for any other reason, and in respect of which any fee or charge, including towing and storage charges, are due, may be detained by the General Manager, or the designee thereof, until said fees or charges have been paid. Such fees may be paid under protest, and a claim may be asserted for refund pursuant to applicable law. *{Ref: PANYNJ R & R Chapter VI, paragraph B17}*
- 6.6.5 No vehicle shall load or unload passengers or cargo in or upon the Airport at any place other than those areas designated by the Airport Operator.
- 6.6.6 The General Manager, or the designee thereof, has the authority to remove from any area of an Airport any vehicle that is disabled, abandoned, or parked in violation of these Rules & Regulations, or which presents an operational or security problem, to any other area of the Airport. The owner of a vehicle that has been removed because of abandonment or violations of these Rules &

Regulations shall be held liable for the reasonable cost of the removal and storage of the vehicle. *{Ref: PANYNJ R & R Chapter VI, paragraph B19}*

## 6.7 VEHICLE COLLISIONS

The driver of any vehicle involved in a collision on a public vehicular parking area, operational area, fuel storage area, public landing area, public ramp and apron area, public passenger ramp and apron area, public cargo ramp and apron area or public aircraft parking and storage area which results in injury or death to any person or damage to any property shall:

- (a) Immediately stop such vehicle at the scene of the collision; and
- (b) Display his/her operator's license, the vehicle's registration certificate and proof of vehicle insurance to: the owner or operator of any damaged property or vehicle; any injured person; and to a police officer who arrives at the site of the collision; and
- (c) Send a written report of a collision to the General Manager, or the designee thereof, describing the circumstances of the collision and the name(s), address(es), telephone number(s), vehicle registration number (s), operator license number(s) of any person(s) and vehicle(s) involved in the collision; and
- (d) Send or file any report required by New York State law in addition to the reports required by this section.

## 6.8 DRIVER TRAINING

Any and all persons who operate a vehicle(s) on any area of the Airport shall abide by the following requirements *{Ref: PANYNJ R & R Chapter VI, paragraph C1}*:

- (a) The driver must be properly licensed and have all required endorsement(s) to operate such vehicle on a state or municipal highway of the state in which the Airport is located.
- (b) The driver must be fully trained in the operation of the vehicle for all of its functions, types of uses, and procedures to follow in the event of emergency
- (c) The driver must successfully complete Port Authority Airfield Driver Training and meets all requirements for Airport Security as specified under the chapter entitled "Airport Security."

## 7.0 MISCELLANEOUS

### 7.1 TAMPERING WITH AIRCRAFT

No person shall interfere or tamper with any Aircraft at an Air Terminal, or start the engine of such Aircraft without the operator's consent. *{Ref: PANYNJ R & R Chapter VIII, paragraph H}*

7.2 FOREIGN OBJECT DEBRIS (F.O.D.) CONTROL *{Ref: PANYNJ R & R Chapter III, paragraph J}*

7.2.1 Each airport employee shall be responsible for the proper disposal of FOD on ramps, apron areas, and the AOA. FOD shall be properly disposed of in containers that prohibit the introduction of the FOD onto ramps, apron areas, and the AOA.

7.2.2 It is the responsibility of each lessee or other occupant of ramp and apron areas to place suitable containers labeled "Foreign Object Debris" at every gate, remote aircraft parking area, cargo, and maintenance facilities.

7.2.3 Containers labeled "Foreign Object Debris" shall be used only for the disposal of FOD.

7.3 RAMP ACCESS

7.3.1 No person shall travel on any portion of the Airport except upon the roads, walks or places provided for the particular class of traffic; nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.

7.3.2 No person shall enter any restricted area of the Airport posted as being closed to the public without permission except persons assigned to duty therein who have been issued a Stewart International Airport Security Identification Display Area (SIDA) Badge, or are authorized representatives of the Port Authority or its designee. The General Manager, or the designee thereof, reserves the right to determine who is required to obtain identification badges.

7.3.3 No person shall enter upon the Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area or the Public Cargo Ramp and Apron Area of the Airport without permission except persons assigned to duty therein, authorized representatives of the Port Authority or the Airport Operator, or passengers and crews entering upon the public ramp and apron areas for purposes of embarkation or debarkation.

7.3.4 No person shall enter any Port Authority Operated Area, Public Landing Area, Public Ramp and Apron Area, Public Passenger Ramp and Apron Area, or Public Cargo Ramp and Apron Area of the Airport with any animal except a "seeing-eye" dog, or other service animal, or one properly confined for shipment.

7.4 DEFACING, DAMAGING, ETC., TERMINAL OR PROPERTY

No, person shall deface, mark, break, or otherwise damage any part of an Airport, or any property therein. *{Ref: PANYNJ R & R Chapter III, paragraph G}*

7.5 NON-COMMERCIAL EXPRESSIVE ACTIVITY *{Ref: PANYNJ R & R Chapter XV paragraph B}*

Non-commercial activity at the Airport which are not occupied by a tenant, lessee, licensee or permittee is subject to the following conditions and restrictions:

#### 7.5.1 Conduct Prohibited Inside Buildings & Structures

The following conduct is prohibited within the interior areas of buildings or structures at an Air Terminal if conducted by a person to or with passers-by in a continuous or repetitive manner:

- (a) The distribution of any merchandise, including but not limited to jewelry, food stuffs, candles, flowers, badges and clothing.
- (b) The solicitation and receipt of funds.
- (c) The provision of any service.
- (d) The distribution of any raffle ticket or entry in a game of chance.
- (e) The conduct of a game of chance.

#### 7.5.2. Conditions for Distribution of Literature

The continuous or repetitive distribution of flyers, brochures, pamphlets, books or any other printed or written material is prohibited within the interior areas of buildings or structures at an Airport which are controlled or operated by the Port Authority unless conducted pursuant to the following provisions of this rule:

- (a) No person may distribute literature on behalf of himself or herself, another individual or an organization, unless that person's name has been submitted in writing no less than 24 hours earlier to the General Manager, or the designee thereof.
- (b) Each time a person enters a Port Authority controlled or operated Air Terminal to distribute literature pursuant to this rule, he or she must report his arrival to the manager, as set forth below. If a person's name has not been submitted to the manager pursuant to section 2(a), the person will not be permitted to distribute literature pursuant to this rule. Each time a person leaves a Port Authority airport terminal after distributing literature, he or she must report his departure to the General Manager, or the designee thereof, as set forth below.
- (c) Each person distributing literature on behalf of an organization must display an identification badge that states the name of the organization represented. The badge shall be worn on the upper left breast of the outermost garment and be clearly visible.
- (d) Continuous expressive activity is prohibited in, or within 10 feet of, any of the following: Doorway, entrance or exit; stairway or, entrance or exit landing thereof; sidewalk cut or crosswalk; elevator or entrance or exit thereof; escalator or landing, entrance or exit thereof; bus passenger waiting, loading or unloading area; taxicab passenger waiting, loading or unloading area.
- (e) Continuous expressive activity is prohibited in, or within 10 feet of, any of the following: reclamation, construction or maintenance equipment or

activity; a barrier marking or surrounding an area containing reclamation, construction or maintenance equipment or activity.

(f) The General Manager, or the designee thereof, may prohibit the distribution of literature otherwise permitted by this rule in the event of a snowstorm, aircraft accident, air traffic delay, power failure, transportation strike or other event or condition under which the distribution of literature in such space creates a danger to persons or property, interferes with the orderly formation and progression of waiting lines, or interferes with any of the following: pedestrian and/or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to and exit from vehicles; security procedures; government inspection procedures; cleaning, maintenance, repair or construction operations.

## 7.6 AIRCRAFT MAINTENANCE AND CLEANING

Cleaning of or otherwise maintaining aircraft shall be accomplished only in areas designated for that purpose by the General Manager, or designee.

## 7.7 CONSTRUCTION

All construction must be conducted in accordance with all applicable local, state and federal regulations and with the prior approval of the General Manager, or the designee thereof.

## 7.8 GARBAGE OR OTHER REFUSE DISPOSAL RESTRICTED

No person shall place, discharge or deposit in any manner, garbage or any refuse in or upon any part of the Airport, except at such places and under such conditions as the Airport Operator from time to time may prescribe.

## **8.0 TANK VEHICLES**

### 8.1 REGISTRATION AND INSPECTION

- 8.1.1 No tank vehicle shall be used for transportation of flammable liquids within the Airport unless registered, inspected and approved by the Airport Operator.
- 8.1.2 Every application for registration, inspection or re-inspection of such tank vehicle shall be made upon forms prescribed and furnished by the Airport Operator accompanied by a detailed, authorized statement of the tank vehicle operator certifying compliance with the provision of these rules and regulations.
- 8.1.3 Vehicles shall be submitted for registration and inspection prior to their use upon the Airport and shall be submitted for re-inspection every six months thereafter.
- 8.1.4 The General Manager, or the designee thereof, reserves the right to inspect all Tank Vehicles operating on the Airport, and to issue registration and inspection

certificates therefore, quarterly. The General Manager, or the designee thereof, may also require display of such certificates on or in all tank vehicles.

## 8.2 VEHICLE MOTORS

The motor of an Aircraft Refueling Tank Vehicle shall not be run during the filling of the cargo tank, while making or breaking fuel filling connections, or during repairs to the fuel handling system. The propulsion motor for refueling service vehicles shall not be run during the fuel transfer and while making and breaking hose connections. *{Ref: PANYNJ R & R Chapter VII, paragraph X}*

## 9.0 PUBLIC LANDING AREAS

### 9.1 SCHEDULE OF CHARGES FOR THE USE OF PUBLIC LANDING AREA

The operators of any aircraft using the public landing area at Stewart International Airport, except pursuant to the terms of a lease or other agreement with The Port Authority of New York and New Jersey or the Airport Operator, shall pay for such use at the rate(s) established by the General Manager, or the designee thereof. The schedule of charges for Stewart International Airport is published as a separate document by The Port Authority NY&NJ.

### 9.2 FREE USE OF PUBLIC LANDING AREA

Notwithstanding the provisions of any Schedule of Charges heretofore adopted for the use of Stewart International Airport, no charge shall be made for the use of such Airport by the following aircraft:

- 9.2.1 Aircraft owned, leased or chartered by the agencies of the following governmental entities:
  - (a) The United States of America provided
  - (b) The State of New York and their agencies.
  - (c) The State of New Jersey and their agencies.
  - (d) States other than New York and New Jersey and their agencies with whom the Port Authority has entered into reciprocal fee-waiver agreements applicable to fees at Stewart International Airport.
  - (e) Local governmental agencies within the Port District.
  - (f) Any local governmental agency, when there is a reciprocal fee waiver agreement applicable to fees at Stewart International Airport between that agency and The Port Authority of New York and New Jersey.
- 9.2.2 Aircraft owned, leased or chartered by the Port Authority of New York and New Jersey.

9.2.3 Aircraft operated under orders of the Civil Air Patrol when engaged in the execution of official airport search and rescue missions or in officially ordered practice aircraft search and rescue missions.

# **APPENDIX A - DEFINITIONS**

## DEFINITIONS

**“AOA vehicles”** shall mean specialized vehicles designed to support airport or aeronautical operations. Examples include baggage carts, tugs, aircraft fuel servicing vehicles, aircraft fueling hydrant service vehicles, snow blowers, aircraft rescue and fire fighting vehicles, aircraft baggage or cargo handling equipment.

**“Aeronautical Area”** or **“Aeronautical Operations area”** or **“Air Operations Area”** or **“AOA”** shall mean a portion of an airport designed and used for landing, taking off, or surface maneuvering of airplanes.

**“Air Cargo Handling Area”** shall mean those portions of an Airport designated and made available by the Port Authority for the reception, storage and distribution of air cargo or for the loading and unloading of air cargo from aircraft.

**“Air Cargo Employee”** shall mean a person employed by an Air Cargo Operator who performs duties in the Air Cargo Handling Area.

**“Air Cargo Operator”** shall mean any person who shall have a lease or other agreement with the Port Authority authorizing or consenting to the use of any portion of the Air Cargo Handling Area.

**“Air Terminal Highway”** shall mean those roadways at an Air Terminal designated as Air Terminal Highway by the Port Authority.

**“Aircraft”** shall mean any and all contrivances now or hereafter used for the navigation of flight in air or space, including but not limited to airplanes, airships, dirigibles, helicopters, gliders, amphibians and seaplanes.

**“Aircraft Operation”** shall mean departure or arrival of an aircraft at an Airport.

**“Aircraft Operator”** shall mean the owner of an aircraft or any person who has obtained such aircraft for the purpose of operation by himself or his own agents.

**“Aircraft Refueling Tanker Vehicle”** shall mean an aircraft refueling tank vehicle equipped with hose(s) and other necessary devices designed to transport flammable liquids and to supply fuel into an aircraft or to defuel an aircraft. An aircraft refueling tanker vehicle transports and dispenses jet fuel and includes any vehicle with an integral tank, full trailer tank, or tractor and semi-trailer tank combination. These vehicles only fuel aircraft and do not fuel vehicles or equipment.

**“Airfield Driver Training Course”** shall mean a course given by the Port Authority or its designee as a prerequisite to the granting of AOA driver privileges.

**“Airport”** or **“Air Terminal”** shall mean LaGuardia Airport, John F. Kennedy International Airport, Newark International Airport, Teterboro Airport, and Stewart International Airport.

**“Airport Bus”** shall mean a vehicle designed to carry more than ten persons including airport shuttle buses of all kinds, employee parking lot buses, inter-terminal buses, and public parking lot buses that provide transportation services to Airport users.

**“Airport Rail Transportation System”** shall mean the light rail system at JFK, the monorail system at EWR, and any other rail type system that operates on any Port Authority Air Terminal.

**“Airport ID”** shall mean the identification card issued by the Port Authority of NY & NJ Security ID Office.

**“Alternative Fueled Vehicles and Equipment”** shall mean vehicles or equipment that operate on one or more fuels classified by regulatory definition as alternative fuels by the Department of Energy, such as Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG), Liquefied Petroleum Gas (Propane or LPB), methanol, ethanol, hydrogen, and electric power.

**“Automotive Fuel Dispensing Vehicle” or “Automotive Refueler”** shall mean a hazardous material tank vehicle designed to carry gasoline, diesel fuel, aviation gasoline, fuel oil, or jet fuel from a central fueling site, bulk plant, fuel farm, fuel storage area, or other bulk fuel provider, and to transfer that fuel directly in to the fuel tanks of vehicles, stationary equipment, and stationary fuel tanks. Automotive Fuel Dispensing Vehicles may be Highway Vehicles or AOA Vehicles, Automotive Fuel Dispensing Vehicles do not dispense fuel into aircraft.

**“Automotive Refueling Station”** shall mean a permanent automotive refueling station that has a fuel dispensing system to supply fuel into vehicles.

**“Baggage”** shall mean trunks, bags, parcels and suitcases checked by the traveling public.

**“Baggage-Handling Operator”** shall mean any person providing baggage transportation or handling services pursuant to an agreement with, or the consent of, an aircraft operator pursuant to an agreement with, or the consent of the Port Authority.

**“Commercial Activity”** shall mean and include any and all activity conducted at or out of the Airport by any person, in which any product is exchanged or sold, or any service provided for monetary gain or exchange of goods or services.

**“Engage in a call”** shall mean talking into or listening on a hand-held mobile telephone, but shall not include holding a mobile telephone to activate, deactivate or initiate a function of such telephone.

**“Escort”** shall mean the process wherein an individual with a valid Airport Operator Identification Card and the appropriate escort privileges accompanies an individual who does not have access authority to areas restricted for security purposes.

**“Escorting Vehicle”** shall mean a vehicle authorized by the Port Authority to operate in an Air Operations Area, which is used to lead or follow a vehicle or group of vehicles not authorized to operate in the Air Operations Area.

**“Exclusive Area Agreement” or “EAA”** shall mean an agreement between the Port 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.

**“Fixed Base Operator”** shall mean a firm doing business at the Airport dedicated to the sale, storage and hangaring of aircraft, the sale of petroleum, oil and lubricants, the services of maintenance, repair and modification of aircraft, engines and ancillary equipment, the cleaning and provisioning of aircraft, and the provision of transient and related services pursuant to an agreement with the Port Authority.

**“Flight Training”** shall mean any use of an aircraft to increase or maintain pilot proficiency.

**“Foreign Object Debris” or “FOD”** shall mean any debris that could damage aircraft.

**“Ground Transportation Services”** shall mean providing transportation of a passenger by any vehicle, including a taxi cab, limousine, van or bus, in any business, trade or commercial transaction.

**“Hardstand”** shall mean a parking location for aircraft, which has been approved by the Manager and is physically remote from a terminal building. A terminal building is a building used for enplanement and deplanement of passengers either directly or by use of ground vehicles.

**“Hazardous Material” or “Hazardous Waste”** shall mean any hazardous material or hazardous waste as defined by Federal, State, and/or local laws, regulations, codes or other legal requirements.

**“Highway Vehicle”** shall mean a motorized or non-motorized vehicle designed to operate on improved or semi-improved road surfaces, licensed or registered for highway use by the owner/operator pursuant to State Law and conform to the size, weight, and other Federal and State regulations required for use as a vehicle on public streets and roads. Some examples are passenger cars, vans, trucks, buses and motorcycles, etc.

**“Hot Work”** shall mean any work involving burning, welding, or similar operations that is capable of initiating fires or explosions, including cutting, welding, thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, and torch applied roofing.

**“Hydrant Service Cart”** shall mean an aircraft refueling trailer unit equipped with hose(s) and other necessary devices designed to supply fuel into an aircraft from the airport fuel hydrant system.

**“Hydrant Service Vehicle” or “Hydrant Servicer”** shall mean an aircraft refueling vehicle equipped with hose(s) and other necessary devices designed to supply fuel into an aircraft from the airport fuel hydrant system.

**“Immediate proximity”** shall mean that distance as permits the operator of a mobile telephone to hear telecommunications transmitted over such mobile telephone, but shall not require physical contact with such operator’s ear.

**“Jet Aircraft”** shall mean and include any and all aircraft which are not propeller-driven, and which accomplish motion entirely as a direct reaction to the thrust of any engine, including but not limited to engines which operate on turbine, ram, rocket or nuclear principles.

**“Manager”** shall mean the Port Authority General Manager, Manager or other Port Authority official in charge of an Airport, or his or her duly authorized representative.

**“Mobile Refueling Station”** shall mean a tank truck especially designed and equipped to carry and transfer automotive fuel from a fuel storage area to and into Automotive Refueler Vehicles and Tank Vehicles.

**“Mobile Telephone”** shall mean the device used by subscribers and other users of wireless telephone service to access such service.

**“Movement Area”** means the runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

**“Non-Motorized Vehicle” or “Non-Motorized Equipment”** shall mean a non-self-propelled vehicle or piece of equipment designed or used to transport persons or property on land, but excluding any equipment that runs on stationary rails, guideways, or tracks. Non-Motorized Vehicles and Non-Motorized Equipment do not have self-propelling power systems permanently or temporarily attached, but may be equipped with powered equipment. Examples include trailers, solar or battery powered arrow or message boards, baggage carts, aircraft ground power units, aircraft air power units, dollies, nitrogen carts, work stands, aircraft tow bars, etc.

**“PANYNJ Plates”** are special license plates issued by the Port Authority which permit vehicles to operate in the AOA for the airport(s) for which they are issued.

**“Passenger cars”** shall mean all motorized vehicles designed to be operated on public roadways, highways, and conform to the size, weight, and other Federal and State regulations for use as a vehicle on public streets and roads. Note: Sedans are not authorized for use on the AOA at any Port Authority Airport, nor will PANYNJ plates be issued for use on the AOA for security reasons. (Exceptions would be Federal, State and local Law Enforcement and Port Authority sedans only).

**“PNdB”** is a rating for single aircraft flyovers, expressed in decibels.

**“Permission”** shall mean permission granted by the Manager, unless otherwise specifically provided.

**“Person”** shall mean any individual, firm, partnership, corporation, association, or company (including any assignee, receiver, trustee or similar representative thereof) or the United States of America or any foreign government or any state or political subdivision thereof, or the United Nations.

**“Port Authority”** shall mean The Port Authority of New York and New Jersey.

**“Port Authority Air Terminal Ground Vehicle Specifications”** shall mean the Port Authority document entitled “Air Terminal Ground Vehicle Specifications” prepared by the Port Authority Central Automotive Division.

**“Port Authority Airports”** shall mean John F. Kennedy International Airport (JFK), Newark International Airport (EWR), LaGuardia Airport (LGA), Teterboro Airport (TEB), and Stewart International Airport (SWF).

**“Port Authority Operated Areas”** shall mean all areas of an Airport which are operated by the Port Authority, including real estate, structures, Airport Buses, Airport Rail Systems, and including all Public Areas.

**“Port Authority Airport Rules and Regulations”** shall mean these Rules and Regulations.

**“Pre-arrangement”** shall mean an agreement or reservation for ground transportation at an Air Terminal made by or on behalf of a ground transportation passenger: prior to the arrival of the passenger at the Air Terminal; or

- through the use of counter facilities operated by persons employed by, or employed pursuant to a permit or contract with, the Port Authority; or
- through telecommunications with the person or firm who dispatches the vehicle to provide ground transportation to a passenger in the absence of any solicitation of the passenger for such communications by the operator of the vehicle.

**“Propeller Aircraft”** shall mean and include all aircraft which accomplish motion by means of engine driven propeller(s).

**“Public Aircraft Parking and Storage Areas”** shall mean those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the parking or storage of aircraft. These areas may be used for the purpose of parking and storing aircraft, for the purpose of servicing aircraft with fuel and lubricants and other supplies for use thereon, and for the purpose of performing operations commonly known as “ramp services.”

**“Public Areas”** shall mean all areas except the Air Operations Area, and areas occupied pursuant to a lease or other agreement providing for the area’s exclusive use by one or more tenants

**“Public Cargo Ramp and Apron Areas”** shall mean those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the loading and unloading of cargo (but not passengers) onto and from aircraft. Allowable activities on these areas include:

1. loading and unloading cargo, mail and supplies to or from aircraft
2. servicing aircraft with fuel and lubricants
3. performing operations commonly known as "ramp services"
4. performing inspection, minor maintenance and other services upon or in connection with aircraft incidental to performing "ramp service," and
5. parking mobile equipment used in connection with such operations.

**“Public Landing Areas”** shall mean those portions of an Airport, including runways, taxiways, and helipads, designated and made available temporarily or permanently by the Port Authority to the public for the movement and landing and taking-off of aircraft, and including areas between and adjacent to said runways and taxiways within the AOA. These areas may be used for the purpose of landing and taking-off of aircraft and for the purpose of the ground movement of aircraft.

**“Public Passenger Ramp and Apron Areas”** shall mean and include those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the loading or unloading of passengers onto and from aircraft (but not cargo except to the extent that cargo is loaded or unloaded on or from passenger aircraft). Allowable activities on these areas include:

1. loading and unloading passengers, baggage and supplies to or from aircraft
2. servicing aircraft with fuel and lubricants
3. performing operations commonly known as "ramp service"
4. performing inspection, minor maintenance and other services upon or in connection with aircraft, incidental to performing "ramp services,"
5. parking mobile equipment actively used in connection with such operations.

**“Public Ramp and Apron Areas”** shall mean and include those portions of an Air Terminal designated and made available temporarily or permanently by the Port Authority to the public for loading or unloading of both passengers and cargo on and from aircraft. ). Allowable activities on these areas include:

1. loading and unloading passengers, baggage, cargo, mail and supplies to or from aircraft,
2. servicing aircraft with fuel and lubricants
3. performing the operations commonly known as "ramp services"
4. performing inspection, minor maintenance and other services upon or in connection with aircraft incidental to performing "ramp service", and
5. parking mobile equipment actively used in connection with such operations.

**“Public Vehicular Parking Areas”** shall mean those portions of an Airport designated and made available temporarily or permanently by the Port Authority to the public for the parking of vehicles. These areas may be used for the purpose of parking highway vehicles.

**“Restricted Vehicle Service Road” or “RVSR”** shall mean roadways designated and marked by the Port Authority within the AOA for use by Airport vehicles while driving or operating on the AOA.

**“Safety Area”** shall mean a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

**“Security Identification Area” or “SIDA”** shall mean any area identified by the Manager as requiring continuous display of an Airport Operator Identification Card, or an escort by a person authorized to provide escort in such areas.

**“Vulnerable Cargo”** shall mean those items, irrespective of intrinsic value, whose mishandling or misuse may endanger public safety. Sensitive cargo includes, but is not limited to, the following items:

1. Explosives
2. Firearms and other weapons
3. Narcotics and dangerous drugs
4. Medical supplies and biological items
5. Nuclear and radioactive materials
6. Corrosive materials

**“Stage 3 Airplane”** shall mean an airplane that complies with the noise levels prescribed in Sec. C36.5 (a)(3) of Appendix C of FAR Part 36.

**“Stationary Equipment”** shall mean a mechanical device that is primarily designed to operate at a fixed location where it may be permanently or temporarily installed. This equipment may be equipped with an internal or external combustion engine(s) or any other type of power system. Examples include emergency or standby generators, and emergency or standby fire pumps, etc.

**“Tank Vehicle” or “Tanker”** shall mean any vehicle used to transport and/or dispense any liquid product or material that is not classified as a hazardous material as defined by 49CFR172. A Tank Vehicle includes any vehicle with an integral tank, any tank full trailer, or any tractor and semi-trailer combination.

**“Turboprop Aircraft”** shall mean and include any and all aircraft that accomplish motion by means of a jet engine having a turbine driven propeller whose thrust may or may not be supplemented by that of hot exhaust gasses issuing in a jet from the engine itself.

**“Valuable Cargo”** shall mean a single cargo shipment valued at \$25,000 or more containing commodities that are especially vulnerable to theft or loss. These commodities include but are not limited to, the following items:

- Art works
- Bills of exchange
- Bonds
- Computer Equipment
- Currency
- Electronic Devices
- Furs (finished)
- Gems, cut or uncut
- Gold bullion, coined, uncoined
- Jewelry (other than costume jewelry)
- Money
- Pearls
- Platinum
- Precious Metals
- Securities, negotiable
- Silver bullion, coined or uncoined
- Stamps, postage or revenue
- Stock certificates
- Watches and watch movements (excluding watch parts)

**“Vehicle”** shall mean a motorized or non-motorized contrivance designed or used to transport any person or property on land, excluding aircraft and any equipment that run on stationary rails, guideways, or tracks. Examples include automobiles, trucks, buses, motorcycles, cargo loaders, cargo dollies, baggage carts, trailers, fueling vehicles, hazmat vehicles, etc.

**EXHIBIT M**

**Certain Environmental Testing and Clean-up Obligations**

**[REPORT FORTHCOMING]**

## **SCHEDULE F**

### **LOCAL BUSINESS ENTERPRISES COMMITMENT**

As a matter of policy the Port Authority hereby requires the Lessee and the Lessee shall require any Contractor utilized by the Lessee to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Schedule F.

(1) The Lessee and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises (LBEs) in all construction work on the Premises, including without limitation the Construction Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office (ASDO), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Federal Circle, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system (BASIS). The Port Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following:

(i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible

(ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBE's registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) The Port Authority is committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Lease including, without limitation, the obligation to put into

effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Schedule E hereof.

\_\_\_\_ For the Port Authority  
Initialed:

\_\_\_\_ For the Lessee

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Licensee have executed these presents.

ATTEST:

THE PORT AUTHORITY OF NEW YORK  
AND NEW JERSEY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Title \_\_\_\_\_ President

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Title \_\_\_\_\_ President

(Corporate Seal)

(Port Authority Acknowledgment)

STATE OF NEW YORK )

)ss.:

COUNTY OF NEW YORK )

On the day of in the year 2014 before me, the undersigned, a Notary Public in and for said state, personally appeared 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 acknowledged that he executed the same in his capacity as for the Port Authority of New York and New Jersey, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Seal or Stamp)

\_\_\_\_\_  
(Signature of Notary Public)

(Lessee Acknowledgment)

STATE OF )

)ss.:

COUNTY OF )

On the day of in the year 20 14 before me, the undersigned, a Notary Public in and for said state, personally appeared 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 acknowledged that he executed the same in his capacity as for the Port Authority of New York and New Jersey, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Seal or Stamp)

\_\_\_\_\_  
(Signature of Notary Public)

(Licensee Acknowledgment)

STATE OF )

)ss.:

COUNTY OF )

On the day of in the year 20 14 before me, the undersigned, a Notary Public in and for said state, personally appeared 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 acknowledged that he executed the same in his capacity as for the Port Authority of New York and New Jersey, and that by his signature on the instrument, the individual, or the corporation upon behalf of which the individual acted, executed the instrument.

(Seal or Stamp)

\_\_\_\_\_  
(Signature of Notary Public)

Port Authority Acknowledgment

STATE OF NEW YORK )

) ss.

COUNTY OF NEW YORK )

On this day of , 2014 , before me, the subscriber, a notary public of New York, personally appeared

the

of The Port Authority of New York and New Jersey, who I am satisfied is the person who has signed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Commissioners.

\_\_\_\_\_  
(notarial seal and stamp)

Lessee Acknowledgment

STATE OF )

) ss.

COUNTY OF )

On this day of , 2014 , before me, a notary public of , personally appeared

the President of \_\_\_\_\_, who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its Board of Directors.

(notarial seal and stamp) \_\_\_\_\_