

Pittsburgh International Airport
Rules and Regulations

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INTRODUCTION

Health and Safety Statement:

ACAA is requiring all of our partners, vendors, contractors, and other product and service providers follow recommended and ordered practices issued by the following jurisdictions: Centers for Disease Control and Prevention (CDC), Pennsylvania Department of Health (PADOH), Allegheny County Department of Health (ACHD), and the Occupational Safety and Health Administration (OSHA) related to the COVID-19/Coronavirus pandemic, particularly when on-site at either of our airport facilities.

Intent and Purpose:

These Rules and Regulations, and any amendments hereafter, are intended to promote and facilitate the safe, proper, and efficient functioning and government of Pittsburgh International Airport.

Scope:

These Rules and Regulations, as enacted by the Board of the Allegheny County Airport Authority, apply to any Person entering Airport property at either Pittsburgh International Airport, or any part thereof, and said entrance to and use of property is subject to compliance with these Rules and Regulations. This document and all parts are designed to work in concert with Federal Aviation Administration (FAA) Regulations, and existing laws, codes, ordinances, and regulations as applicable. In any case of conflict between these Rules and Regulations and such laws, codes, ordinances, or regulations, the more stringent or restrictive regulation for the promotion of public welfare and safety shall prevail.

Revisions and Severability:

Each article of these Rules and Regulations may function separately of the others, so that if any part herein is held invalid or unenforceable, the others will remain in full force and effect. As such, any article or provision may be changed, revised, amended, or updated separately and independently of the others, per action of the Board of the Allegheny County Airport Authority.

Implementation:

The CEO of the Allegheny County Airport Authority shall have the power to take such action as necessary to administer these Rules and Regulations. The Allegheny County Police Department and, when applicable to fire or hazardous material related matters, the Allegheny County Airport Authority Fire Department, shall have the authority to enforce any and all of these Rules and Regulations within their jurisdiction.

Rules and Regulations applicable to Pittsburgh International Airport



ARTICLE I: DEFINITIONS

ACAA - Allegheny County Airport Authority.

Accident - a collision between one aircraft or vehicle and another aircraft, vehicle, person, or object that results in property damage, personal injury, or death.

AGC – the airport code for Allegheny County Airport.

Air Carrier Support Services - any company or group of people that are contracted by the Airport or Airline(s) to provide a ground service to an aircraft while it is parked at a terminal gate and/or to provide passenger assistance service to an air carrier.

Air Operations Area (AOA) - the air operations area includes paved or unpaved areas used or intended to be used for the unobstructed movement of aircraft, in addition to its associated runways, taxiways, or aprons. Commonly refers to anything within the secured and fenced-in area of the airport.

Aircraft - any contrivance used for or designated for navigation of, flight in, or ascent into, the air, except for a parachute or other contrivance designed and used primarily as safety equipment.

Airfield Use Agreement - the agreement that all Scheduled Air Cargo Carriers have signed with the ACAA that provides for the operating procedures and fee calculations at the Airport, kept on file by the ACAA.

Airline - as used in Article IX shall mean any airline using the Airport which is not a signatory to the "Airline Operating Agreement and Terminal Building Lease" or the "Airfield Use Agreement".

Airline Operating Agreement and Terminal Building Lease - the agreement that all Signatory Airlines have signed with the ACAA that provides for operating procedures and fee calculations at the Airport, kept on file by the ACAA.

Airport - Pittsburgh International Airport, owned and operated by the Allegheny County Airport Authority, including all improvements and equipment existing or to be developed.

Airside Terminal Center Core - the center area in the Airside Terminal, Concourse Level, where each of the four concourses join. It is the area designated by ACAA that contains food/beverage and retail concessions designated by Leasing Plan Unit Numbers AC-1 through AC-35A.

Allegheny County Airport Authority Board - the political subdivision formed under the Municipal Authorities Act of 1945, as amended by Act 22 of 2001 to operate the Airport and includes such public officials and public bodies as may, by operation of law, succeed to any of the rights, powers, or duties which, as of the date of enactment of this Regulation, lawfully reside in the Board of the Allegheny County Airport Authority.

Applicant - an individual, group, organization, or members and representatives thereof, seeking a permit under this regulation.

Apron - a defined area on an airport or heliport intended to accommodate aircraft for the purposes of parking, loading, and unloading passengers or cargo, refueling, or maintenance.

Airport Traffic Control Tower (ATCT) - operated by an appropriate authority to promote the safe, orderly, and expeditious flow of air traffic.

A.V.I. - the Automated Vehicle Identification system used at the Airport to monitor ground transportation vehicles.

Best Management Practices (BMP's) - methods or techniques found to be the most effective and practical means in achieving an objective while making the optimum use of the organization's resources.

Booth - any stall, stand, counter, table, or other temporary structure approved by the CEO.

Business or Commercial Activity - all forms of communication whose primary purpose is the advertising or sale of a product or service for profit.

CEO - the Chief Executive Officer of the Allegheny County Airport Authority or Designee.

Control Tower - the Air Traffic Control facility located at the Airport and operated by the Federal Aviation Administration.

Cross bleed engine start - the procedure that requires the increased thrust from one engine to create pneumatic pressure for the start of another engine.

Curb Area - any part of the Airport Curbs designated by the CEO for the staging of ground transportation vehicles.

Designated Area - those areas specified by the CEO where solicitation activities are permitted.

Disorderly conduct - to intentionally cause public inconvenience, annoyance, alarm, or recklessly create a risk thereof.

Enclosed Area - all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passageways) which extend from the floor to the ceiling.

Engine Run-Up - any activity other than taxi, take-off, or landing which involves an engine power setting above idle.

Firearm - any weapon which will, or is designed to, or may readily be converted to expel a projectile by the action of an explosive.

Foreign Object Debris (FOD) - debris that can cause damage to aircraft engines, tires, or fuselage from rocks, trash, or the actual debris found on runways, taxiways, and aprons.

Full-Service Food/Beverage Concession - a dining restaurant that contains counter service, seating, and a kitchen or prep area where the food is prepared on-site.

Gambling - to stake money or any other thing of value upon an uncertain event.

Ground Handlers - individuals who provide servicing of an aircraft while it is on the ground and parked at a terminal gate.

Ground Transportation Service - the regular transportation by a permitted commercial carrier of Person or baggage at or from the Airport or between the Airport and a point or points situated off Airport premises.

Ground Transportation Vehicle - any automobile, van, cab, station wagon, bus, limousine, courtesy vehicle, or other Motor Vehicle regularly operated for the commercial transportation of persons or baggage at or from the Airport or between the Airport and a point situated off Airport premises.

Holding Lot - a discrete portion of an area, assigned by the CEO to a particular Operator for the parking of a Ground Transportation Vehicle owned or operated by that Permittee.

Itinerant Aircraft - any aircraft using the Airport on an irregular basis or without regular scheduling, and not based at Pittsburgh International Airport.

Itinerant Airline - any airline using the Airport on an irregular basis and not pursuant to a schedule published in the Official Airline Guide, and not occupying space in the Main Terminal Complex on a regular basis.

Joint Use Space - any space in the present Terminal Complex in which an airline has joint utilization rights with other users.

Landside Operations - all roads or property adjacent to the landside terminal buildings that are open to the public for use.

License Fee - the current established rate charged to any Person who has been given permission by the Airport Director or CEO to perform business or commercial activities at the Airport.

Loitering - to congregate, linger, or delay, to be slow in moving or to wander idly.

Maximum Gross Landing Weight - the maximum weight, expressed in thousand-pound (1,000 lb.) units, at which an aircraft is authorized to land at the Airport.

Meet with ACAA - will require the Tenant to meet with Allegheny County Airport Authority personnel from the office overseeing the violation committed.

Motor Vehicle - a self-propelled device, in, upon, or by which a person may be transported, carried, or otherwise moved from point to point, except aircraft or a device which is propelled solely by human power.

Movement Area - the runways, taxiways, and other areas of an airport that aircraft use for taxiing, takeoff, and landing, exclusive of loading aprons and aircraft parking areas.

News and Gifts - a news, gifts, and specialty retail concessionaires.

Non-movement Area - the area, other than that described as the movement area, used for the loading, unloading, parking of aircraft. This may include the apron areas and on-airport fuel farms.

Non-Signatory Airline(s) - any airline using the Airport which is not a signatory to the "Airline Operating Agreement and Terminal Building Lease."

Notice of Violation (NOV) - a citation issued by Allegheny County Airport Authority (ACAA) personnel for any violations of the rules, regulations and laws governing the Airport, or violation of a lease, permit, or agreement with ACAA. Corrective and or disciplinary action may be taken against the violator or employer; and the NOV will be placed on file.

Occupancy - any occupancy, possession or use of the facilities at the Airport and unless otherwise set forth pursuant to a lease of definitive duration shall be limited to a “Tenancy at Will”.

Operator - any person who has been issued a permit by the CEO to operate a Ground Transportation Vehicle pursuant to this Regulation.

Person - any individual, firm, partnership, corporation, company, association, or body politic, and includes any trustee, receiver, committee, assignee, guest, invitee or other representative or employee thereof.

Picket - to walk or stand while carrying a sign at the Airport in a manner to publicly express a labor grievance or political protest.

Pickup and Discharge Area - any part of the Airport designated by the CEO for the pickup or discharge of passengers or baggage into or from Ground Transportation Vehicle. Nothing in this Regulation shall be construed to preclude the CEO from designating certain areas for pickup and others for discharge, or from designating certain areas for passengers and others for baggage.

PIT - the airport code for Pittsburgh International Airport.

Preferential Use Space - a space in the present Terminal in which an Airline has priority in use over other airlines or users.

President - the Executive Director of the Authority, President or Acting Executive Director or CEO of ACAA, as appointed and titled by the Board of Directors of Authority and shall include such person or persons as may from time to time be authorized by the President or CEO to act on his/her behalf with respect to any or all matters pertaining to this Agreement.

Pushback - the process of pushing an aircraft back from the gate in preparation for taxi to the runway.

Resident Airline - an airline using the Airport on a regularly scheduled basis and occupying space in the present Terminal Complex.

Revocation - the permanent rescindment of ID badge and access privileges.

Runway Incursion–any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and take-off of aircraft.

Scheduled Air Cargo Carrier - any air cargo carrier who provides regular scheduled service to the Airport and has executed the Airfield Use Agreement.

SIDA - Security Identification Display Area – That portion of the Airport designated by ACAA as requiring an employee to display an approved Airport ID Badge.

Signatory Airline - each airline who has executed the "Airline Operating Agreement and Terminal Building Lease" with the ACAA.

Smoking - inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, or other such device containing tobacco or other smoke or vapor producing products.

Solicitation - to directly or indirectly actively or passively, ask, request, seek or try to obtain contributions, handouts, or signatures.

Sterile Area - that portion of the Airport beyond the Passenger Screening Checkpoint designated for passenger's access to boarding aircraft and to which the access is generally controlled by TSA through the screening of persons and property.

Surface Incident - Unauthorized or unapproved movement within the designated movement area (excluding runway incursions) or an occurrence in that same area associated with the operation of an aircraft that affects or could affect the safety of flight.

Suspension - the fixed term rescindment of badge and access privileges.

Tenant - any person having an executed lease with the ACAA for an aircraft hangar, building or an area on Airport property.

Tobacco Smoke Producing Instrument - any device or configuration designed to facilitate the inhalation of tobacco or other plant material smoke, including factory or hand-rolled cigarettes or cigars, hookahs, and pipes.

Training - returning to the badging office to complete and pass a course for the violation committed.

Transportation Network Companies (TNC) - any persons offering ride-booking services whereby the company offering the service picks up a passenger(s) upon request or utilizes electronic or other means of communication to connect Persons using their personal vehicles with passengers.

Transient Carrier - unscheduled Air Carrier operating at the airport without a current signed Operating Permit or Signatory Agreement.

Unmanned Aircraft System - the unmanned aircraft and all of the associated support equipment, control station, data links, telemetry, communications, and navigation equipment, etc., necessary to operate the unmanned aircraft.

Vehicle or Pedestrian Deviation (V/PD) - any entry or movement on the airport movement area or safety area by a vehicle operator or pedestrian that has not been authorized by air traffic control (includes surface incidents involving aircraft operated by non-pilots, such as anyone).

Vehicle Service Road - a designated roadway for vehicles in a non-movement area.

Weapon - anything readily capable of lethal use and possessed under circumstances not manifestly appropriate for the lawful uses which it may have.

ARTICLE II: GENERAL CONDUCT

Section 1. Disorderly Conduct

In order to ensure the safe and proper functioning of the Airport, no Person shall, while on Airport property:

1. be or become drunk or visibly intoxicated;
2. commit any act that is generally deemed as an obscene or indecent act;
3. engage in any fighting, threatening, violent or tumultuous behavior;
4. make unreasonable noise;
5. use obscene language or make any obscene gestures; or
6. create a hazardous or physically offensive condition
7. enter upon or use any area of the Airport, including but not limited to Presley's Place Sensory Room, Mother's Nursing Lounges, or any other customer amenity or service, without prior authorization as applicable.

Section 2. Gambling

No Person shall engage in or conduct any form of gambling or operate any gambling devices anywhere on the premises of the Airport, other than the Pennsylvania Lottery, or any other forms authorized by law or the Authority with the exception of employee games of chance whereby no individual bet is to exceed fifty (50) dollars. (e.g. Football pools, March Madness, etc.)

Section 3. Preservation of Property

A. No Person shall destroy, deface, or disturb in any way, any building, sign, equipment, or other property on the Airport premises.

B. No Person shall alter, add to, or erect any building or sign, or make any excavations on Airport property without prior written authorization from the CEO.

C. No Person shall block any hallway, corridor, or passageway so as to impede its normal and proper use.

D. No Person shall travel upon the Airport premises other than on the roads, sidewalks, or other right-of-way designated areas for such purpose unless designated for an approved purpose by the CEO.

E. Airport tenants, users, vendors, contractors, subcontractors, and all other commercial operators on Airport property shall provide the ACAA with a Certificate of Insurance demonstrating that the required insurance limits are in place. Certificates of Insurance shall be sent to the legal department of the ACAA. Without exception, all insurance policies and Certificates of Insurance shall list the ACAA as an Additional Insured.

F. The ACAA shall recover expenses incurred from any Person causing injury or property damage of any kind. Said Person shall be billed for charges to repair any Airport damage including the costs of labor.

Section 4. Interfering or Tampering with Aircraft

A. No Person shall interfere or tamper with any aircraft, or put in motion the engine of such aircraft, or use or remove any aircraft, aircraft parts, instruments, or tools without the written authorization of the owner or the CEO.

B. No person shall operate any UAS (Unmanned Aircraft Systems) or "model aircraft" on Airport property without written authorization from the CEO and the FAA.

Section 5. Commercial Photography

No Person shall take still, motion, or sound pictures for commercial purposes on or about the Airport property, without the written authorization of the CEO. Guidelines for commercial photography and filming are available on the website www.flypittsburgh.com and permits are issued through the Office of Terminal Operations. Accredited news, newsreel, news helicopters, or television cameramen shall secure clearance for their activities from the office of the CEO to ensure compliance with applicable federal, state, or local regulations.

Section 6. Use of Roads, Walks and Passenger Conveyances

A. No Person shall occupy the roads, walks, walkways, or driveways in such a manner as to hinder or obstruct their proper use.

B. The use of electric carts shall only be used for legitimate business purposes and are only intended to be used by ACAA employees or Airline Special Assistance Employees for transporting elderly and/or physically challenged persons within the Terminal Building. Electric cart parking and battery charging areas must be located within the Vehicle owner's leased space unless otherwise authorized by Airport Operations.

C. No person shall ride, walk, sit, or stand on a baggage conveyor system (or any part thereof). Escalators are intended for the safe transport of passengers and baggage. Skycap baggage dollies, freight, strollers, wheelchairs, oversize baggage, furniture, and animals shall not be taken on escalators. Elevators are provided for transporting these and similar items. Children shall not be left unattended or allowed to play on escalators, elevators, or baggage devices.

Section 7. Animals

A. No Person shall enter any part of the Airport or terminal building with any domestic animal except where the animal is properly restrained by leash or properly confined for

air travel, or where the animal is an assistance dog used by handicapped Persons or the Allegheny County Police Department.

B. It shall be the responsibility of any Person entering the Airport with an animal to clean up and/or pay for the cleanup of any defecation or other damage caused by the animal. Designated Pet Relief areas can be found in both the Landside Operations Area and concourse D of the airside terminal building.

C. Animals are prohibited from traveling on escalators or moving walkways.

D. No Person shall permit any wild animal under his/her control or custody to enter the Airport except where such animals are to be or have been transported by air and are properly confined for air travel.

Section 8. Loitering

Due to the physical limitations of the Terminal Complex, high volumes of passenger traffic and concern for the general safety, security and welfare of the traveling public, no Person in or about the Airport who is unable to give a satisfactory explanation of his or her presence, shall be allowed to loiter in or about any area or facility of the Airport. Satisfactory explanations for loitering, as determined in the reasonable discretion of the Airport Authority and/or law enforcement personnel, shall be supported by verifiable evidence that the Person in question: (a) is working at the Airport; (b) is engaging in permitted commerce at the Airport; (c) is conducting an activity for which a permit has been issued under these Rules and Regulations; (d) is departing from the Airport as a ticketed airline passenger; (e) is arriving at the Airport as a ticketed airline passenger; or, (f) is waiting for or escorting an individual engaged in the activities enumerated in this subsection.

Section 9. Dwelling

Due to the physical limitations of the Terminal Complex, high volumes of passenger traffic and concern for the general safety, security and welfare of the traveling public, no Person shall sleep in or remain in the Airport for the purpose of lodging, unless the following occurs: (a) the person has arrived at, is in transit through, or will be departing from the Airport as an airline passenger within twenty-four (24) hours, as evidenced by a valid travel itinerary, ticket, or boarding pass matching the person's valid identification; or (b) the person is awaiting the arrival of an airline passenger due to arrive within two (2) hours or the arrival of an airline passenger on a flight that has been unexpectedly delayed or cancelled and the passenger is expected to arrive within four (4) hours, as evidenced by flight information verifiable with the Airport Authority. Behavior warranting a brief investigative detention to determine whether an individual is violating this Section shall include, but not be limited to, both sleeping in the Terminal Complex and/or remaining in the Terminal Complex for more than one (1) hour between the hours of 11:00 p.m. and 4:00 a.m. Notwithstanding this prohibition on lodging, the CEO may declare an emergency and allow temporary lodging in case of severe weather or

other conditions which are beyond the control of the Airport Authority and causing disruption to Airport activity.

Section 10. Smoking

A. The Allegheny County Airport Authority Board, on April 11, 2013 passed a Resolution to ban smoking in and around buildings at the Pittsburgh International Airport and Allegheny County Airport.

B. Smoking is prohibited: Except as otherwise provided by these Rules & Regulations, no Person shall engage in the act of smoking or possess a lit Tobacco Smoke-Producing Instrument to include Electronic and Vaporless cigarettes in the following locations/areas:

   1. Inside all buildings or in any Enclosed Area at PIT, including, without limitation, any elevator, restroom, lobby, departure lounge, people mover, reception area, storage and/or breakroom, passageway, stairwell, the apron level of A, B, C and D concourses, in the drive lanes, the core and the baggage matrix complex, and other common-use areas.

   2. Outdoors within fifty (50) feet of any entrance to any Enclosed Area in which Smoking is prohibited under this Resolution.

C. Designated Smoking Area: Appropriate officials of the Authority may, but are not required to, designate one or more Enclosed Areas at PIT as “Designated Smoking Areas” where Persons may engage in the act of Smoking without being subject to the prohibitions and penalties under these Rules & Regulations. Designated Smoking Areas have been identified on the North and South ends of the Landside Terminal Building at PIT.

D. In any workplace where there are smokers and nonsmokers, it is the responsibility of employers, Tenants, and Sub-Tenants to develop, implement, enforce, and post a policy and direct employees to the Designated Smoking Areas.

E. Penalty: All Persons violating this Section may be subject to penalties as set forth in Appendix A. The monies generated by this provision shall be used for charitable purposes at the Authority’s sole discretion.

ARTICLE III: DOING BUSINESS AT THE AIRPORT

Section 1. Purpose

The terms and conditions set forth in this Article are necessary for the accomplishment of the following purposes:

A. To set a standard set of guidelines to be followed by Tenants and Sub-Tenants regarding ACAA property.

B. To ensure all parties have proper information regarding ACAA's Tenant Request Process, expected cleanliness of properties leased and of airport property (general) as well as Network Procedures and Infrastructure

Section 2. Requirements for Commercial Activities

All Persons occupying space or conducting any business, commercial enterprise, or other form of revenue-producing activity at the Airport, must first enter into a written agreement with the Authority, or show proof of an agreement with a sub-tenant, which may require the payment of fees and/or security deposit, and providing the requisite certificates of insurance and/or insurance policy.

Section 3. Branding

Pittsburgh International Airport's brand is one of its most valuable assets. The clear, concise, and consistent communication of this brand to the various constituents the Airport serves and who serve it—employees, customers, airlines, partners, and the greater Pittsburgh region in general—is all important and, as such, it must be all-encompassing. Pittsburgh International Airport shall be the sole brand portrayed and promoted both inside and outside the organization in any and all communications related to the Airport by the organization's partners, vendors, and suppliers.

Section 4. Passenger Services

A. Concession's Hours of Operation

1. Ensure "first class food, beverage, and retail facilities and services" are provided to all passengers as agreed to under each Concession's License Agreement with ACAA.

   For operational hours, please refer to your Concession License Agreement.

In the event of unusual circumstances (delayed flights, weather, etc.), the Authority reserves the right to direct select Licensed Areas to remain open beyond the required operating hours.

B. Ground Handlers and Air Carrier Support Services

1. All ground handlers and air carrier support service personnel must have and maintain a clean, professional uniform with the employee's first name and company's name depicted clearly.

2. All aircraft fueling personnel shall be trained in accordance with ACM Section 321, Handling and Storage of Hazardous Substances and Materials; ACM Exhibit 4, Standards for the Storage, Handling, and Dispensing of Fuel; AC 150/5230-4B, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports; NFPA 407, Standard for Aircraft Fuel Servicing.

C. Staffing Requirements

1. Sufficient Staffing must be supplied to provide the high level of customer service that is expected of all operators and tenants at PIT.

D. Equipment Requirements

1. Sufficient equipment to perform the services for which entity is licensed, i.e., baggage handlers must have tugs, baggage carts, and conveyers; aircraft cleaning companies must have approved lavatory trucks. Wheelchair assist companies must have approved wheelchairs.

2. All ground equipment must have insurance certificates and registration on file with ACAA.

E. International Procedures

1. A minimum of one (1) airline representative or ground handler from the International operating carrier must be present to assist arriving passengers in the baggage recheck area outside of the U.S. Customs checkpoint.

2. Any Air Carrier operating an inbound international flight arrival to PIT must notify ACAA Air Operations for planning of the international mode for arrivals and to properly display international baggage claim information.

Section 5. Airline Signatory or Non-Signatory Agreement Required

No air carrier shall conduct scheduled operations at the Airport without entering into a Signatory or Non-Signatory Agreement with the Authority and providing documentation of the

requisite insurance policy and/or Certificates of Insurance, and security deposits. A Non-Signatory Agreement must be held by any Air Carrier conducting scheduled operations and holding the necessary certificates from federal or state agencies having jurisdiction to provide air transportation of passengers, mail, or cargo at the Airport and who elects not to become a Signatory Airline.

Section 6. Transient Air Carrier

A. A Transient Air Carrier shall be subject to the ACAA's rules and regulations and must provide documentation of the requisite insurance policy and/or Certificates of Insurance.

B. The ACAA may establish and collect transient landing or use fees for such class or type of aircraft as it may determine to be reasonable. These fees are subject to change without prior notice or reason by the ACAA.

Section 7. Stanchions and Passenger Queuing in Front of Ticket Counter

Stanchions used to queue passengers in front of counters will be placed only as far out from the counter as allowed by ACAA. Tenants will control the queuing of passengers so as not to block escalators, elevators, exit routes, or traffic flows.

Section 8. Tenant Improvement Process

A. Prior to beginning any improvements or alterations of a leased structure or space by the tenant, the tenant must contact ACAA Business Development at 412-472-5706 and ACAA Engineering at 412-472-3842. The ACAA and tenant shall discuss the nature and scope of the desired alteration to determine if the alteration or improvement is minor in nature and therefore, could be processed, reviewed, and approved via an expedited process, i.e., an informal process such as reviewing sketches and providing email approval. However, the ACAA must provide written approval in some form, i.e., letter or email, before any alterations can begin. If the alteration is determined not to be minor in nature, then the Formal Tenant Request Submittal process. This process is available on flypittsburgh.com.

B. Following the initial review, tenant must submit a description of the improvements, drawings, work activities, specifications, cut sheets, and other applicable documents.

C. After work is completed, submit final as-built plans in the following formats to ACAA Engineering:

- AutoCAD
- PDF
- Hardcopy

D. Any improvements or alterations of the leased space becomes the property of ACAA at the end of the lease.

Section 9. Sign, Advertisements and Media

Airport Tenants, concessionaires, and licensees shall not post or display any notices or advertisements, signs, symbols, placards or other written media, or visual displays ("signs") in the Airport, including in the Terminal and AOA, except as may be provided under the terms of the Tenant's agreement, including obtaining the Authority's written consent. Political or collective bargaining signs, events, and meetings must have prior approval.

Section 10. Assignment and Subletting

Airport Tenants shall not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber their premises or any part thereof, or any rights of the Tenant or allow the use of their leased areas by any other person without the prior written consent of the CEO.

Section 11. Universal Cabling System

All Tenants must abide by the following standards regarding universal cabling:

1. Pittsburgh International Airport (PIT) and Allegheny County Airport (AGC) utilize a Universal Cabling System (UCS) that incorporates fiber optic, copper, and wireless communication media to support Airport operations and the communications requirements of a diverse business community. Management of the UCS also encompasses an extensive system of cable trays, conduits, manholes, underground ducts, telephone poles and Wireless Access Points (WAPS) providing redundant, diverse, and robust communications options to all Tenants.

2. The system uses a software database that electronically documents every communication circuit and network and provides MACD Work Orders and Trouble Tickets. The system is managed onsite by Verizon Network Integration.

A. Network Infrastructure

1. Public Access

a. The Airport is serviced by on site redundant 5ESS AT&T network switches provided by the local carrier.

b. (LEC) Verizon. Each 5ESS is support by redundant and diverse Verizon Central Offices. In addition, Verizon supports two demarcation points within the Midfield facility.

c. The Airport campuses are also served by five alternate services providers including, AT&T, Comcast, DQE, Fibertec, and Armstrong Telephone. These providers, many of which also incorporate dual Points of Entry (POEs,) allow PIT and AGC tenants with unparalleled communications availability.

d. The Airport hosts multiple wireless access providers serving the traveling public. These include Sprint, AT&T, and Verizon Wireless, who have on site facilities and antennas all of which employ the latest LTE4 wireless standard. Wireless access is ubiquitous throughout the Airport.

2. Communications Infrastructure

a. Fiber Optics: the system includes diverse and redundant multimode and single mode fiber optic cabling which is made available to the Airport community. This is a campus wide distribution at both facilities. All cabling is tested upon installation to ensure compliance w/ ANSI, EIA/TIA, and other applicable standards. All test documentation is kept on file.

b. Twisted pair copper: The Unshielded Twisted Pair (UTP) cabling is also a diverse, redundant, and robust system distributed through both campuses. This system supports telephony, both digital and analog, as well as multiple low voltage data, radio, and control technologies. All cabling is tested upon installation to ensure compliance w/ ANSI, EIA/TIA, and other applicable standards. All test documentation is kept on file.

c. Category 6 network cables: All horizontal cabling installed at ACAA facilities is Cat 6 copper routed to Airport communications closets. All cabling is tested upon installation to ensure compliance with ANSI, EIA/TIA, and other applicable CAT6 Ethernet 802 standards. All test documentation is kept on file.

All obsolete or out-of-date cabling is removed when a location or Tenant upgrades to new standards.

d. Wireless Access Points (WAP): The infrastructure supports and incorporates multiple WAP networks which is free to the traveling public. Tenant WAP applications must be reviewed and approved by ACAA prior to installation.

e. Wi-Fi and Beacon Technologies: All Wi-Fi technologies including, Beacons at PIT must be approved by ACAA prior to any installations. The installation of access points or beacons must not interfere with existing devises installed at the Airport. In the event of any interferences with existing access points or beacons,

it will be determined by ACAA on how to resolve these issues. Tenants must submit a Tenant Request for such technologies for review to ACAA.

3. Pathways

   a. The Midfield facility includes the Landside, Central Services, and Airside buildings. These buildings are connected and serviced by an extensive system of cable trays and conduits access to which is strictly controlled by ACAA. Any new cable installation must be reviewed and approved by ACAA.

   b. Manholes and underground ducts: The larger campus facilities incorporating hangars, maintenance and support buildings, FAA facilities, etc. are connected via an underground duct system which is documented and managed by ACAA. Access to this system is strictly controlled and documented.

   c. All cabling, whether in Midfield or the support buildings, must be installed in conduit or cable tray. “J hooks” or other support media are not allowed.

4. Communication Closets

   The UCS incorporates a hierarchical system of communications closets that facilitates the efficient distribution and installation of network cabling. The distribution of these closets ensures that 95% of Midfield is within the Cat6 Ethernet standard of 250’ workstation to network equipment. Access to the closets is made available to Airport Tenants to house network equipment such as switches, routers, firewalls, etc., although maintenance and management of said equipment is not provided by the Airport. Physical access to these rooms is strictly controlled by ACAA.

   a. Many of the larger Airport Tenants, specifically airlines, incorporate their own series of Main Distribution Frames (MDFs) and Intermediate Distribution Frames (IDFs) in order to comply with their own corporate communications template. The UCS supports and augments these installations via redundant and diverse cabling and strict adherence to industry standards.

B. System Management

1. The UCS is managed on site by Verizon Network Integration. Hours of operation are Monday through Friday 7:00 a.m.to 7:00 p.m. Services provided by Verizon include day to day are MACDs (moves, adds, changes, and disconnects), trouble resolution, construction coordination, and system documentation.

2. Cable Management Software: The Airport utilizes a software database that documents every communication circuit at PIT and AGC. The database is managed by Verizon. The data is physically verified on a bi-annual basis and system information is maintained at 99.9% accuracy.

C. ACAA Network Access

1. ACAA also provides Tenants with the ability for internet access separate from ACAA's network. This is provided to Tenants at a cost of which is set forth in appendix A.

Section 12. Use of Appliances and Machines

A. Any connection to the utility infrastructure (e.g., electrical, gas, water), including all appliances and machines (e.g., refrigerators, space heaters, air conditioners) used by Tenants in either daily operation or construction, must have ACAA approval prior to plugging into/connecting. Approval can be obtained by contacting Facilities Maintenance at 412-472-3550 and ACAA Fire Rescue at 412-472-5604.

B. Tenants will pay the minimum applicable current monthly rate for utility charges as applicable.

C. Nothing shall be placed such as to block access in front of any electrical or mechanical rooms and panels.

Section 13. Operation of Equipment in the Terminal

A. Any person operating equipment within the Passenger Terminal building will abide by all posted speed regulations in these areas and in any event, not exceed five (5) miles [8 km] per hour.

B. Permanent parking of internal combustion engine-driven vehicles is prohibited in any of the terminal buildings.

C. All riding of bicycles, skateboards or roller skates/blades, scooters, or any self-propelled vehicle or device is prohibited in all areas of the Baggage Makeup Area and Passenger Terminals.

D. Exceptions will be made for wheelchairs or other medically- necessary devices for the injured or infirm. ACAA and Tenant-owned bicycles may be allowed for company business in the Tenants' respective leased areas.

Section 14. Cleanliness

A. ACAA requires high cleanliness standards for all tenants. This includes pest control, facility appearance, aviation safety, public safety, exterior appearance, landscaping, and trash removal.

B. Leased areas will be periodically inspected by an ACAA representative to determine acceptability, cleanliness, and general upkeep of the space(s). Discrepancies will be

noted, and the Tenant will be required to implement prompt corrective measures as determined by ACAA.

C. Active surfaces where food is stored, prepared, served, or eaten must be maintained in a clean and sanitary way with respect to Federal, State, and Local health codes and regulations.

D. No person shall place any solids in or pour any liquid other than water down floor drains, manholes, storm water drains or sewer connections unless permission is first obtained from ACAA by contacting Environmental Department at 412-472-3575.

E. Foreign Object Debris (FOD) containers shall only be used for disposal of FOD found on the Air Operations Area (AOA) shall not be used for disposal of food or other organic matter unless permission is obtained from ACAA environmental.

Section 15. Sensors

All persons occupying space or conducting any business, commercial enterprise, or other form of revenue-producing activity at the Airport agrees to the installation of sensors and monitoring devices within and around their allocated premises. These sensors are intended for enhancing security measures and collecting analytical data to improve operational efficiency and customer experience. The types of sensors and their placement will be determined in consultation with the tenant or licensee.

ARTICLE IV: COMMUNICATION

Section 1. Purpose

The terms and conditions set forth in this Article are necessary for the accomplishment of the following purposes:

A. To ensure that Persons seeking to exercise their constitutional freedom of expression can communicate with the users of the Airport;

B. To ensure police protection of the Persons exercising their constitutional freedoms;

C. To ensure that Persons and organizations properly authorized to engage in authorized activities have adequate exposure to the traveling public;

D. To restrict such activities to public areas of the Airport

E. To protect users of the Airport from repeated communications or encounters which might constitute harassment for intimidation;

F. To ensure the free and orderly flow of pedestrian traffic through the Airport; and

G. To ensure that these activities do not result in interference with the transportation or business functions of the Airport.

Section 2. ALLEGHENY COUNTY AIRPORT AUTHORITY LEAFLETTING AND OTHER SPEECH RELATED ACTIVITY PERMIT GUIDELINES

The ACAA has established guidelines for the issuance of permits for authorized non-solicitation leafletting, displaying of signs, signature gathering, conducting of surveys and other speech-related activities at the Airport. These guidelines have been established for the purposes of ensuring the smooth operation of the Airport and meeting the primary responsibility of facilitating air travel. Copies of the Guidelines are published on the Authority website at www.flypittsburgh.com or available upon request. Anyone wishing to engage in the activity covered by the Guidelines shall comply in all respects with the guidelines.

Section 3. Radio Frequency

A. The Airport must approve the installation of all radio frequency systems and spectrums. All Tenants, Leases, Permittees or Concessionaires at the Airport using any types of radio frequency systems and equipment shall comply with the following:

1. Must be in compliance with Federal, State, Local, and ACAA regulations and hold a valid license from Federal Communications Commission (FCC) for the right to use the RF spectrum.

2. Must contact the Airport Facilities Maintenance Department for system approval.

3. Radio frequencies, systems, or spectrums that interfere with airport Operations are not authorized. The Airport may grant exclusive government spectrum exceptions in emergency situations so long as the need is communicated to Airport Operations.

ARTICLE V: APRON OPERATIONS

Section 1. Purpose

The purpose of this article is to establish rules regulating vehicle and aircraft movement/position on the apron/ramp.

Section 2. Aircraft Movement on the Main Terminal Ramp

A. Aircraft movement on the Main Terminal Ramp is uncontrolled.

B. Pushbacks: Aircraft pushbacks are at the operator's discretion. All aircraft pushbacks are to be straight back unless otherwise approved by Airport Operations. The aircraft nose gear should be positioned past the ramp trench drains prior to disconnecting from the pushback unit and at a distance that will provide safe wingtip clearance when the aircraft begins to taxi. The pushback crew shall include at least one wing walker during the time the aircraft is being pushed back into position.

When an aircraft begins a pushback, it shall be done in a timely manner and executed so as not to interfere with a pushback already underway from an adjacent gate and/or an aircraft transitioning the area in the vicinity of the pushback.

If any deviation from a normal pushback is needed (e.g., the aircraft tail needs to be positioned relative to the wind), Airport Operations must be advised, and the pushback approved prior to it occurring.

Aircraft push crews **do not** have the authority to:

1) Delay the pushback once underway.
2) Begin a pushback if it will conflict with a pushback that is already underway at an adjacent gate. This includes not only the physical location of the aircraft relative to each other, but the potential jet blast area created as well.
3) Provide the flight crew a direction of aircraft turn.
4) Push the aircraft in a manner of anticipated direction of taxi.

C. Aircraft movement:

Outbound: Subsequent to the aircraft pushback, the aircraft shall proceed, at their discretion, and without undo delay, to a transition point. This should be done so as to not create a conflict with an aircraft in the vicinity and already in motion. Once at the transition point, further clearance from Ground Control must be obtained for continued taxi. The outbound transition points are as follows:

Outbound: TWY C2, C3, V1, V2, V5, V6, D2, D3

Inbound: When an aircraft is told to proceed to an assigned gate it should do so in a timely manner from the transition point assigned by Ground Control. As the aircraft approaches the assigned gate, it should hold at the vehicle roadway in a position not blocking inbound or outbound aircraft, and wait for further instruction/signal from their ground crew. The normal inbound transition points are as follows:

Inbound: TWY C1, C4, V3, V4, D1, W

D. Pilots do not have the authority to communicate to one another on the Ground Control frequency for purposes of movement on the ramp.

E. Power backs and power outs are not permitted without prior authorization by ACAA Airport Operations.

Section 3. Cross Bleed Engine Start, Engine Run-Up, Engine Runs on the Main Terminal Ramp

A. Cross bleed engine starts will not be permitted at gate positions due to numerous safety considerations. They are approved per Airport Operations and only upon completed pushback procedures (area to the rear and front of the aircraft is clear and aircraft has been pushed and disconnected beyond vehicle roadway). After pushback is complete, follow appropriate cross bleed procedures per airline or aircraft.

B. Engine Run-Ups are not permitted at the gate or apron areas. ACAA has pre-designated areas for run ups to occur. Engine run ups need to be coordinated with the Pittsburgh Air Traffic Control Tower between the hours of 0600-2300 local by contacting them on ground control frequency of 121.9. Between the hours of 2300-0600 local, prior approval needs to be granted by Airport Operations. This can be done by calling Operations at 412-472-5630. Any deviation needs to be approved by ACAA Airport Operations.

C. Engine start and runs while parked at the gate are permissible so long as:

- The throttles remain at flight idle only.
- The run is for short duration only (under 10 minutes).
- The necessary safety precautions are in place prior to the engine(s) being started (e.g., personnel and equipment are clear, safety personnel in position to alert vehicles traveling the vehicle roadway).

Not to be confused with Engine Run-Ups, the intent of allowing an engine to be started and run while at the gate is to provide flexibility and convenience related to short duration aircraft system checks that do not require the engine to be run above flight idle. ***Under no circumstance shall the throttles be brought above idle while the aircraft is positioned at the gate.***

Section 4. Aircraft Parking

Except as otherwise provided herein, for each aircraft utilizing the parking area at ACAA controlled gates, or such other area on the movement or non-movement areas of the airport as may on occasion be designated by the CEO as an aircraft parking area, including the Main Terminal Ramp during such hours that it is designated by the CEO as an aircraft parking area, there shall be paid to the ACAA an aircraft parking fee. The aircraft parking fee charged to Signatory and Non-Signatory users of a designated parking area shall be based on the class of aircraft. The rates and charges for each class of aircraft shall be calculated annually based on the pro forma calculations using the methodology described by example in the Airline Operating Agreement and Terminal Building Lease.

ARTICLE VI: MOTOR VEHICLES

Section 1. Purpose

The purpose of this article is to establish rules regulating vehicle traffic control on Airport roads and property in order to make such areas safe for those Persons operating Motor Vehicles at Pittsburgh International Airport. No Person shall operate any Motor Vehicle on the Airport other than in accordance with The PENNDOT Vehicle Code (Title 75), PA Code Title 67, and these rules and regulations, except when given special written authorization and instruction by the CEO or his/her designated representative.

Section 2. Landside Operations Area

A. No Person shall disregard or fail to comply with the directions of the police, parking area employees, or operations agents on behalf of the ACAA. No Person shall disregard or fail to comply with any directions of a police officer indicated by gesture, signal, or otherwise, or disregard or fail to comply with any directions on traffic signs and traffic signal control lights. Directions on such traffic signs may be disregarded only on the order of a police officer.

B. Pedestrians shall at all times have the right-of-way over vehicular traffic in designated crosswalks.

C. No Person operating a Motor Vehicle on the Airport shall fail to give proper indicator signals.

D. No Person under the influence of liquor or narcotic drugs shall operate a Motor Vehicle on the Airport.

E. No Person shall operate any Motor Vehicle on the Airport overloaded or carry more passengers than that for which the vehicle was designed. No Person shall ride in the open bed of trucks, the running board, standing up in the body of moving vehicles or ride on the outside of the body of the vehicle or with arms or legs protruding from the body of the Motor Vehicles.

F. Speed limits shall not exceed 25 miles per hour on Airport roadways, unless otherwise posted.

G. No taxicabs, buses, limousines, shuttle vehicles, or other vehicles/carriers for hire, shall load or unload passengers on the Airport at any place other than that designated by the CEO; nor shall any such conveyance be operated to pick up passengers at or on the Airport without a contract with the ACAA or without the expressed approval of the CEO.

Section 3. Air Operations Area (AOA)

A. All operators of Motor Vehicles in the Air Operations Area must adhere to the following:

1. Vehicle operators must possess a valid State Driver's License at all times while operating a vehicle on Airport property. Vehicle operators must immediately advise their employer and the Airport's badging office if their Driver's License becomes revoked, suspended, or expired. If a driver has a limited license (prohibited driving at night or interlock breathalyzer system) they are not permitted to drive on the AOA until the limit is lifted.

2. All vehicle operators shall complete an airfield driver training curriculum prior to operating a vehicle within the Air Operations Area (AOA). It is the Tenant sponsor's responsibility to ensure that all sponsored vehicle operators are knowledgeable about all aspects of vehicle operations within their range of movement on the AOA.

3. Vehicle operators must have a valid, properly coded ACAA Security Badge visibly displayed at all times, and/or be under the constant escort of a properly badged Person while in the AOA.

4. Vehicle operators shall not allow any passengers in a vehicle other than authorized personnel. Passengers shall only be permitted to ride in approved seats upon designation by the CEO. All passenger or vehicle escorts must comply with procedures established in the FAA approved Airport Security Program.

5. Headsets or headphones for personal devices (i.e., CD/DVD/tape player, iPod, MP3, TV, Radio, etc.) shall not be utilized while operating a vehicle on the airfield.

B. Only Motor Vehicles in the following nine (9) classes shall be authorized to operate on the AOA:

1. Airport Ambulances.
2. Airport fire and rescue vehicles.
3. ACAA operations vehicles.
4. Allegheny County Police vehicles.
5. Airfield maintenance vehicles.
6. Aircraft support vehicles.
7. FAA field vehicles.
8. Contractors' vehicles
9. Any other vehicle authorized by the CEO.

No other Motor Vehicles shall operate on the AOA.

C. The ACAA reserves the right to withdraw permission for any individual to operate a Motor Vehicle on the AOA if such action is deemed necessary to maintain safety and order.

D. **Aircraft always have the right-of-way.**

- No Motor Vehicle operator shall be permitted to drive between aircraft and passenger lanes, or the building, except those vehicles servicing the aircraft or responding emergency vehicles.
- Vehicle operators needing to traverse an AOA ramp area shall utilize the right side of the designated vehicle service roadways at all times, obey all posted signage, and shall follow the instructions of the push-back crews, stopping when signaled to do so. This includes during aircraft engine starts and engine runs at the gate.
- All Vehicles crossing or entering traffic lanes shall yield to those vehicles already established in the lane before proceeding.

E. The use of vehicles in the Air Operations Area shall be kept to the absolute minimum needed to conduct official business requiring bona fide airside access.

F. No Person shall operate a Motor Vehicle in the AOA in excess of fifteen (15) miles per hour, except for emergency vehicles or where otherwise posted. No Person shall operate a Motor Vehicle around a parked aircraft in excess of five (5) miles per hour.

G. No vehicle shall be permitted to drive between an aircraft and building except those vehicles serving the aircraft or responding emergency vehicles.

H. Vehicles are prohibited from driving under jetway passenger bridges or under any part of an aircraft (e.g., fuselage, empennage, wing, tail).

I. Contractor equipment shall not be parked in any area other than a properly designated area.

J. Operation of a fuel tanker or hydrant trucks through the airside terminal drive-thru locations is prohibited. Additional parking of fuel vehicles in apron level sections under the airside terminal is prohibited unless part of their leased area.

K. It is prohibited to leave a vehicle unattended and running.

L. Ground support equipment, when not in use, shall be secured using a functioning braking mechanism capable of preventing the equipment from inadvertently drifting out of position.

M. All tugs or other airline and Tenant towing vehicles shall be limited to no more than four (4) carts or container carriers.

N. No Person shall do any of the following without a guide person:

1. back-up a truck or other Vehicle in close proximity to other equipment vehicles, aircraft, fencing, wall, or structures; or
2. back-up a fuel tank truck; or
3. back-up a Motor Vehicle whenever the operator's vision is impaired.

O. Any Motor Vehicle operator, whose Vehicle becomes disabled or becomes out of service on the AOA must:

1. turn on the Vehicle's warning lights; and
2. immediately notify Airport Operations.

P. All vehicles, while operating within the AOA, shall yield to aircraft taxiing and aircraft under tow including aircraft push backs.

Q. No person shall operate a motor vehicle in close proximity to an aircraft that is taxiing or under tow including aircraft being pushed back. The meaning of close proximity includes, but is not limited to, the aircraft unable to maneuver due to the vehicle's location relative to the aircraft in terms of distance and/or the potential of the vehicle to be impacted by the maneuvering aircraft's jet blast or prop wash.

R. In potential conflict situations between approaching/overtaking aircraft support vehicles, the right-of-way shall be determined by the following priority list:

1. Aircraft
2. Emergency vehicles;
3. Fuel trucks;
4. Passenger buses;
5. Baggage/Cargo Trains
6. All other aircraft service equipment.

S. No Person operating a Motor Vehicle shall circumvent the above-mentioned procedure. When in doubt, vehicle operator should always yield the right-of-way.

T. No Person shall operate a Motor Vehicle on a runway or taxiway without the expressed prior written approval of the ACAA. Such access shall only be based on official need, and not be automatically granted based on access granted to the non-movement areas. This would include, but not be limited to, Airport/tenant contractors and aircraft support vehicles.

U. During periods of reduced visibility, vehicle access to the movement area may be reduced as determined by ACAA Airport Operations personnel.

V. No ground vehicles shall proceed onto the movement area unless it has clearance from the FAA Air Traffic Control tower, received either directly or through escort, on the ground control frequency. *(In the event of a radio failure, vehicle operator should hold position and call Airport Operations by cell phone at 412-472-5630, or flash headlights toward tower.)*

W. Smoking is prohibited at any time either in or out of vehicles or anywhere on the AOA.

X. Fueling vehicles must always be properly bonded during fueling operations (as outlined in NFPA 407).

Y. All vehicles except responding emergency equipment shall remain well clear of fuel spills or fuel spill clean-up activity. All violations shall be reported to the responsible Tenant or responsible contractor and ACAA Operations. The Tenants and contractors shall have primary responsibility to assure that their employees and visitors adhere to the rules and regulations prescribed herein. The ACAA reserves the right to withdraw permission of any individual to operate a Vehicle on the AOA if such action is deemed necessary to maintain safety and order.

Z. All vehicles / equipment utilized for snow removal on the AOA that are equipped with a pusher box or plow shall be fitted with a blade constructed of either polyurethane or hard rubber. Under no circumstance shall snow removal equipment be used within the AOA that is fitted with a steel blade.

AA. The use of vehicle tire chains within the AOA is permissible only if the surface is contaminated with snow and/or ice. The use of vehicle tire chains must be approved by Airport Operations.

Section 4. Regulations Applicable to Both AOA and Landside Areas

A. The CEO is authorized to close or restrict the use of any/all Airport roadways to vehicular traffic in the interest of public safety.

B. No Person shall, without lawful authority, attempt to or in fact, alter, twist, obstruct, deface, injure, knock down, remove, or interfere with the effective operation of any official traffic-control device, or any inscription, shield, or insignia thereon or any other part thereof.

C. Airport ambulances, fire and rescue vehicles, Allegheny County Police units, and Allegheny County Airport Authority vehicles are designated emergency vehicles, with right-of-way priority over all other ground vehicles. No Motor Vehicle operator shall block any storage garage entrance/exit or restrict the movement or operation of these vehicles.

D. No Person shall clean or make repairs to Motor Vehicles anywhere on the Airport other than in designated areas, except those minor repairs necessary to move such Motor Vehicles from the Airport.

E. The CEO, his/her designee, or the Allegheny County Police shall have the authority to tow or otherwise move Motor Vehicles parked or stopped on the Airport in violation of signs posted by the Allegheny County Airport Authority whenever it is determined that such Motor Vehicles so parked constitute a nuisance, hazard, or obstruction. The CEO shall have the authority to charge the operator for such vehicle for towing or moving service and storage and to enforce such charge by a lien upon the vehicle, for that class of vehicle.

F. The Airline/Tenant employee's parking lot and Airline/Tenant leased areas designated for parking are the only areas legally available for employee or company vehicle/equipment parking.

G. Parking of Motor Vehicles on the Apron Level within the Main Airside Terminal Building, which is not leased, is prohibited.

H. No Person shall operate a Motor Vehicle unless such Person possesses a valid state driving license issued by the state in which such Person is employed or resides, for that class of vehicle.

I. No Person shall operate a Motor Vehicle in a reckless manner or in excess of the speed limits prescribed by the Airport Authority.

J. Special one-time parking requirements must be coordinated in advance with the Authority (for public areas) or the ACAA Airport Operations (for the AOA).

K. Written reports of all vehicular or Ground Support Equipment incidents, including those that result in damage to Airport property, must be submitted to the Airport Operations Office within 24 hours. Any accident should be reported by contacting 911.

L. No Person shall deface, injure, tamper with, open, or willfully break, destroy, or impair the usefulness of any parking lot equipment or facility of the Airport.

M. No Person under the influence of alcohol or narcotic drugs shall operate a Motor Vehicle at the Airport.

N. In Pennsylvania, it is mandatory that seat belts be used by all occupants of a vehicle if available, at all times, without exception. Drivers should be responsible for ensuring that all occupants fasten their seat belts prior to operating the vehicle. Driving rules and regulations will be furnished at the Allegheny County Airport Authority's Department of

Airport Safety and Security badging office. Copies should be issued by each Airport Tenant or contractor to their authorized drivers. Because of the special operating environment and concerns associated with operating a vehicle on the Airport, each Tenant and vehicle operator must thoroughly read and understand these rules and regulations.

O. No person shall operate any Motor Vehicle on the Airport other than in accordance with these rules and regulations, except when given special authorization and instruction by the CEO of the Allegheny County Airport Authority, or a designated representative.

P. The provisions of the Pennsylvania Vehicle Code, Act of June 17, 1976, P.L. 162, as amended, Title 75 P.S., 101 et seq., are hereby declared to be in effect in and on the Airport and on all streets, drives, and roadways within Airport Authority as if set forth herein. This Article is designed to work together with the "Vehicle Code", Should a provision of these Regulations conflict with the "Vehicle Code", the "Vehicle Code" shall apply.

Section 5. Airport Vehicle Standards

Any Person who operates an Airport conveyance vehicle, except aircraft, used to transport persons, cargo, and/or equipment shall adhere to the following standards:

A. No person shall operate a truck, tractor, tug, or other self-propelled equipment without adequate headlights and taillight functioning when used during the hours of darkness or poor visibility.

B. All vehicles operating in the FAA Tower-controlled movement area must have flashing or revolving beacons of sufficient brightness to be seen by the Control Tower at all times.

C. All vehicles and equipment exceeding seven (7) feet in width must be equipped and have in use a flashing beacon and flashing front, tail, and clearance lights, to be operative at all times on airport roads.

D. All carts and other equipment not equipped with lighting systems must have reflectors and reflectorized tape on the front, rear, and sides.

E. Vehicles transporting flammable or combustible liquids, (exclusive of flammable or combustible liquids in a vehicle's internal fuel tank or a small portable container) must contain at least one (1) currently inspected fire extinguisher of at least twenty (20) pounds appropriate to the class of material being transported.

F. The Allegheny County Police, or upon notification from the Allegheny County Airport Authority, shall have the authority to remove from service any vehicle not in compliance with the above standards.

G. The following Motor Vehicles that operate at the Airport must meet the following requirements:

1. No Person shall operate an ambulance, unless such vehicle is clearly identified, marked, and equipped with red flashing beacons.

2. No Person shall operate a fire and rescue vehicle, unless such vehicle is chrome yellow in color, numbered as required, and equipped with flashing red beacons.

3. No Person shall operate an Allegheny County Airport Authority Operations vehicle unless such vehicle is marked and identified as belonging to the Allegheny County Airport Authority and equipped with flashing yellow beacons as required.

4. No Person shall operate an Allegheny County Police vehicle, unless such vehicle bears the proper markings as adopted by Allegheny County for police vehicles, (i.e., color, indicator lights, etc.). The above shall not apply to unmarked surveillance vehicles.

5. No person shall operate an airfield maintenance vehicle, unless such vehicle is marked and identified as an Allegheny County Airport Authority vehicle, numbered, and equipped with a flashing yellow beacon unless otherwise authorized by the CEO.

6. No Person shall operate an aircraft support vehicle, unless such vehicle is marked with identifying symbols and/or the name of the company owning the vehicles and be equipped with a flashing yellow beacon.

7. No Person shall operate an FAA field vehicle, unless such vehicle is clearly marked to be identified as an official U.S. government vehicle and equipped with flashing yellow beacons.

8. No Person shall leave a contractor vehicle in the AOA, unless such vehicle displays a valid operating permit and a three-foot square flag of checkered pattern of international orange and white colors on each side. Flags shall be attached as to be visible from the control tower or unless under an approved ACAA escort situation.

9. No Person shall operate an unmarked vehicle authorized for access onto the AOA unless this vehicle possesses a vehicle pass issued by the Allegheny County Airport Authority. These passes must be displayed on the dash of the vehicle and are not transferable.

10. Not excluding the above requirements, no person shall operate any vehicle on the AOA unless the vehicle is appropriately marked and equipped in accordance with FAA Advisory Circular, 150/5210-5, Painting Marking, and Lighting of Vehicles

Used on an Airport. Appropriately marked includes placarding, designating the vehicle owner/operator, affixed to each side of the vehicle, conspicuously placed, that is no less than approximately 29 square inches in size (29 square inches is the equivalent to a 6 inch diameter circle). The vehicle must also be equipped with an operable flashing yellow beacon. The flashing yellow beacon must be used while operating on the AOA during the hours of darkness and/or during periods of low visibility.

Section 6. Parking Areas

A. No Person shall abandon a vehicle upon Airport property without the expressed consent of the Allegheny County Airport Authority.

B. Any vehicle left in one of the pay parking lots in excess of forty-five (45) days without making prior arrangements with the Authority's parking manager will be considered abandoned. Vehicle will be towed from said area to the Authority's salvage lot for processing through Penn Dot's Abandoned Vehicle Unit.

C. All Contractors conducting business either for the Authority or one of its Tenants are required to apply for and obtain a parking pass in the Authority's Contractor Lot. A schedule of parking fees can be found in Appendix A.

D. Contractors **are not** permitted to park their vehicles along any of the Airport curbs, along the Central Services Building or within any other designated parking area without the expressed consent of the Authority's Terminal Operations Office. Vehicles parked in any of these areas without prior consent of the above referenced will be ticketed and towed by the County Police at the owner's expense.

E. No Person shall operate a Motor Vehicle in excess of fifteen (15) miles per hour in any of the parking lots.

F. No Person shall operate a Motor Vehicle within a parking garage in excess of five (5) miles per hour.

G. No Persons shall park a Motor Vehicle on the Airport other than in the areas specifically established for parking. No Person shall park any Motor Vehicle on the Airport in a space marked off for the parking of vehicles, in such a manner as to occupy part of another marked space. No Persons shall park any Motor Vehicle for a period in excess of the time limit prescribed for the particular parking area, nor shall any person park any Motor Vehicle in any restricted or reserved areas. In this section, "Persons" are defined as owners, operators, or lessees of any Motor Vehicle.

H. No Person shall deface, injure, tamper with, open, or willfully break, destroy, or impair the usefulness of any parking lot equipment or facility on Airport property.

I. The Airline/Tenant employees' parking lot and Airline/Tenant leased areas designated for parking are the only areas legally available for employee or company vehicle/equipment parking.

J. Parking of Motor Vehicles on the Apron Level within the Main Airside Terminal Building is prohibited unless expressly authorized by the CEO.

ARTICLE VII: FIRE AND SAFETY

Section 1. Purpose

The purpose of this Article is to set forth the rules and regulations regarding fire and safety to ensure that all Persons using the Airport shall exercise the utmost care to guard against fire and injury to Persons or property.

Section 2. Adoption of Fire Prevention and Safety Codes

Uniform Construction Code (UCC) as may hereinafter be amended, as adopted as the Pennsylvania statewide building code, is hereby adopted as the Fire Prevention Code of the Allegheny County Airport Authority, for the control of building, structures, and premises as herein provided; and each and all of the regulations, provisions, conditions, and terms of said Uniform Construction Code, as well as the most recently amended version of the International Fire Code published by the International Code Council, the NFPA Fire Prevention Code, and the Pennsylvania Life Safety Code, are hereby referred to, adopted, and made a part thereof as if fully set out in this resolution and shall supersede this document in any case of conflict.

Section 3. Authority at Fires and Other Emergencies

The Fire Chief of the ACAA Fire Department, or duly authorized representatives, as may be in charge at the scene of a fire or other emergency involving the protection of life and property, is empowered to direct such operation as may be necessary to extinguish or control any suspected or reported situations or of taking any other actions necessary in the reasonable performance of their duty. Said official may prohibit any Person, vehicle, or object from approaching the scene and may remove or cause to be removed from the scene any Person, vehicle or object which may impede or interfere with the operations of the fire department. Said official may remove or cause to be removed any Person, vehicle, or object from hazardous areas. All Persons ordered to leave a hazardous area shall do so immediately and shall not re-enter the area until authorized to do so by said duly authorized official.

Section 4. Fire Control Measures

A. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of any fire department emergency vehicle in any way, or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any fire department operations.

B. A Person shall not willfully fail or refuse to comply with any lawful order or direction of the Fire Chief or his/her designated representative in command, or to interfere with the compliance attempts of another individual.

C. A vehicle shall not be driven or propelled over any unprotected fire hose of the fire department when laid down on any street, alleyway, private drive, or any other vehicle roadway without the consent of the Fire Chief or his/her designated representative in command of said operation.

D. Authorized emergency vehicles shall be restricted to those which are defined and authorized under the laws of the State of Pennsylvania.

E. Upon the approach of any authorized emergency vehicle, giving audible and visual signal, the operator of every other vehicle shall immediately drive the same to a position as near possible and parallel to the right-hand edge or curb of the street or roadway, clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle or vehicles shall have passed, unless otherwise directed by the Fire Chief or his/her designated representative or a police officer.

F. It shall be unlawful for the operator of any vehicle, or other than one on official business, to follow closer than three hundred (300) feet from any fire apparatus traveling in response to a fire or other emergency.

G. A Person shall not, without proper authorization from the Fire Chief or his/her designated representative in charge of said fire department emergency equipment, cling to, attach himself to, climb upon or into, board or swing upon any fire department emergency vehicle, whether the same is in motion or a rest, or sound the siren, horn, bell, or other sound producing device thereon, or to manipulate or tamper with, or attempt to manipulate or tamper with levers, valves, switches, starting devices, brakes, pumps, or any equipment or protective clothing on, or a part of, any fire department emergency vehicle.

H. It shall be unlawful for any Person to damage or deface, or attempt or conspire to damage or deface, any fire department emergency vehicle at any time or to injure, or attempt or conspire to injure, or attempt to conspire to injure, fire department Personnel while performing departmental duties.

I. The driver of any emergency vehicle shall not sound the siren thereon or have front red lights on or disobey any existing traffic regulation, except when said vehicle is responding to, but not returning from, a fire or other emergency. Tactical strategies such as, but not limited to, “move-ups”, do not constitute an emergency call. The driver of an emergency vehicle may:

    1. Park or stand irrespective of the provisions of existing traffic regulations.
    2. Proceed past a red or stop signal or other sign but only after slowing down as may be necessary for safe operation.
    3. Exceed the prima facie speed limit so long as the action does not endanger life or property.

4. Disregard regulations governing direction of movement or turning in specified direction.
5. The exemptions herein granted to an emergency vehicle shall apply only when the driver of any such vehicle while in motion sounds audible signal by bell, siren or exhaust whistle as may be reasonably necessary, and when the vehicle is equipped with at least one lighted lamp displaying a red light visible under normal atmospheric conditions from a distance of five hundred (500) feet to the front of such vehicle.

The above listed exceptions in no way remove the driver's responsibility to maintain control of the vehicle at all times and to drive in a safe and prudent manner. Additionally, the above exceptions do not absolve the driver of liability.

J. It shall be unlawful to obscure from view, damage, deface, obstruct, or restrict the access to any fire hydrant or any fire department connection for the pressurization of fire suppression systems, including fire hydrants and fire department connections located on public or private streets and access lanes or on private property. If, upon the expiration of the time mentioned in a notice of violation, obstructions or encroachments are not removed, the Fire Chief or his/her designated representative shall proceed to remove the same. Costs incurred in the performance of necessary work shall be assessed accordingly.

K. A Person shall not use or operate any fire hydrant intended for use of the fire department for fire suppression purposes unless such person first secures authorization for such use from the Fire Chief or his/her designated representative or ACAA plumbing personnel. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the water company having jurisdiction.

L. A Person shall not obstruct, remove, tamper with, or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under the provisions of the Fire Prevention Code except for the purpose of extinguishing a fire, training, or testing purposes, recharging, or making necessary repairs or when permitted by the fire prevention code official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or re-installed as soon as the purpose for which it was removed has been accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the Fire Chief.

M. A Person shall not sell, trade, loan, or give away any form, type or kind of fire extinguisher which is not approved by the Fire Chief, or which is not in proper working order, or the contents of which do not meet the requirements of the Fire Chief. The requirements of this section shall not apply to the sale, trade, or exchange or obsolete or damaged equipment for junk when said units are permanently disfigured or marked with a permanent sign identifying the unit as junk.

Section 5. General Lithium Ion Battery Charging

All lithium-ion battery charging must be handled with an abundance of care due to the potential for the battery to enter Thermal Runaway and catch fire. These fires can be very dangerous and take a significant firefighting effort compared to other combustible materials.

Dial 911 immediately if you observe a lithium-ion battery that is excessively hot to the touch, smoking, swollen, distorted, or on fire.

- Lithium-ion batteries should be checked regularly for damage. A battery is unusable if there are any significant signs of damage. Unusable lithium-ion batteries must immediately be removed from use and disposed of properly.
- Any workspace or facility that processes and/or charges a large volume of lithium-ion batteries must be equipped with a lithium-ion battery emergency response kit. Airport Fire Rescue personnel shall make the final determination on the need for a response kit.
- Charging locations for batteries such as power tools and workplace operations shall be free and clear of any other combustible materials.
- Wherever possible, large volume charging should be done in a dedicated enclosure to minimize the spread of smoke and fire should a failure occur during charging.
- Wherever possible, all charging should be conducted on its own dedicated circuit to aid in the de-engerization of the area in the event of an emergency.
- Batteries are designed for specific charging and operating equipment. All manufacturer recommendations must be followed to limit the potential for battery/charger/tool incompatability.

ARTICLE VIII: ACAA TENANT AND CONTRACTOR FIRE POLICY AND HAZARDOUS MATERIAL

Section 1. Purpose

The purpose of this document is to provide procedures and guidelines for General Safety and Emergency Situations for all Allegheny County Airport Authority Employees as well as Tenants and Contractors.

Section 2. Application

A. This plan applies to all Employees doing regular business at the Airport. No Employee is exempt from the guidelines set forth in this document.

1. It shall be the duty of the Airport's Fire Chief to enforce all applicable sections of these Rules and Regulations pertaining to fire protection, fire prevention, and fire spread control.
2. The Airport's Fire Chief or his/her duly authorized representative(s) shall periodically inspect all buildings, structures, and premises to ensure compliance with all applicable sections of these Rules and Regulations pertaining to fire protection, fire prevention and fire spread control.

Section 3. Responsibilities

A. In the event of an emergency, Employees shall call **911**.

1. Employee shall provide the following information: location, name, nature of the call, (If medical, details on patient's condition), and contact information.
2. If there is no threat to safety, caller should stay at incident location to meet with emergency responders.

B. All Employees are responsible for knowing the evacuation plan and routes for areas in which they work. Employees must be familiar with alternate exits in the event that the primary route is blocked. If an alarm is heard in the area, all employees must adhere to evacuation policies. Employees should assist guests/customers who may be unfamiliar with the facility if they can do so without delay of self-evacuation. No employee is exempt from evacuation.

C. Supervisors are responsible for the accountability of subordinate employees and reporting said information to **Emergency Responders**.

D. It is the responsibility of all Employees to be familiar with Fire Extinguisher and Automatic External Defibrillator (AED) locations.

E. Emergency Exits, Hallways, Fire Extinguishers, and AEDs shall remain clear of any obstruction.

Section 4. Fire Prevention

A. Smoking is not permitted on ACAA property outside of designated smoking areas.

B. All ACAA employees are encouraged to have annual fire extinguisher training conducted by ACAA Fire Rescue.

C. No person on Airport property shall conduct open-flame, welding, or spark-generating operations without contacting **ACAA Fire Rescue at 412-472-5604.** This is to include but not limited to:

i. Any type of welding or cutting using high-temperature equipment
ii. Tar kettle (roofing)
iii. Lead pot (plumbing)
iv. Solder torches
v. Candles
vi. Fireworks
vii. Grilling

- All Employees shall be familiar and comply with the **Hot Work** and **Confined Space** policies.
- These policies and procedures can be found by contacting **ACAA Fire Rescue at 412-472-5604.**

D. Fire extinguisher equipment at the Airport shall not be tampered with at any time, nor used for any purpose other than firefighting or fire prevention. All such equipment shall be regularly inspected to ensure that it conforms to the National Fire Protection Association's Regulations and the ACAA Fire Prevention Policies. Tags showing the date of the last such inspection shall be left attached to each inspected unit.

E. Fully charged and currently inspected fire extinguishers, of the type recommended by the National Fire Protection Association for specific materials, are required at all locations on the Airport where flammable materials are present or handled.

F. Airport fire protection systems, alarms, and equipment shall not be tampered with at any time.

G. When using cooking equipment or heating appliances, employees shall comply with manufacturers' safety recommendations. No cooking equipment or heating appliances shall be operated on ACAA property without prior approval from the ACAA Fire Rescue. Approval can be obtained by contacting ACAA Fire Rescue at 412-472-5604.

H. Only one power strip shall be plugged into a receptacle at any time. Power strips shall be protected with a GFCI. A power strip shall never be plugged into another power strip.

I. No vehicles shall be left idling inside any building, tunnel, or baggage matrix area or within 15 feet of any building air intake.

J. Nothing shall be placed so as to block access to any electrical/mechanical rooms and panels.

Section 5. Hazardous Materials

A. Class A Explosives and all other explosives not acceptable for transportation under applicable Federal Regulations are not permitted in, on, upon, or around the Airport.

B. Flammable and Hazardous Materials shall be stored in compliance with corresponding Safety Data Sheets (SDS) from the Manufacturer of the chemical. No person shall stock or store material and/or equipment in a manner that could create a hazard. In the case of spilling fuel, oil, grease, or other environmentally hazardous material, it is the responsibility of the owner or operator of the equipment, causing the incident to remove and clean up the material immediately. The Allegheny County Airport Authority Operations Department shall be notified of all spills regardless of size. If the product spilled impacts a waterway, drain, soils, or exceeds one (1) gallon the incident must be reported by calling 9-1-1.

C. All applicable laws and regulations governing explosives which are acceptable for transportation must be strictly observed. Materials subject to federal, state and/or local regulations governing Hazardous Materials must be handled in strict compliance with these rules and regulations, and any other rules or regulations that the CEO might impose. Any waiver of a rule or regulation, or any part thereof, by the FAA, or by any other competent authority, shall not constitute, or be construed to constitute, a waiver of that rule or regulation by the CEO, or an implied permission by the CEO.

D. Permission for the movement of radioactive materials may only be given when such materials are packaged, marked, labeled, and limited as required by appropriate federal, state, and local laws and regulations; and where such movement does not create any hazard to life or property at the Airport. The ACAA Fire Department shall be able to provide information relative to the hazards of any material, subject to this Section, to the CEO.

E. No fuel, oil, grease, flammable liquids, or contaminants of any kind, including detergents used to wash aircraft, or any other vehicles or surfaces, shall be allowed to flow into or be placed in any storm drain, sewer system, or open water areas, in or on the Airport, without approval by the Environmental Department or the CEO.

F. The Authority retains the right to limit, or exclude any types, quantity, or use of hazardous materials at the Airport.

G. No Tenant, shipper, individual, or other entity shall use flammable, combustible or toxic vaporizing liquids to clean aircraft, automotive parts, or floors of buildings on the Airport. Any cleaning of aircraft, automotive parts, or floors of buildings on the Airport will be done in a manner approved by the Fire Chief.

Section 6. Fire

A. When an Employee observes a fire, the employee shall evacuate the area and call **911**.

1. Employee will provide the following information: name, nature of call, and name of contact for further information.

B. Employee should attempt to close door (if one exists) to the fire room to prevent or slow the spreading of fire if possible.

C. All Employees shall attempt to activate the nearest Fire Alarm Pull Station.

D. If an Employee is trained to use a fire extinguisher, they may attempt to extinguish the fire to prevent the fire from spreading, without endangering themselves. Use of fire extinguishers is voluntary.

E. All Employees shall yield to emergency vehicles responding to emergency scenes.

F. All Employees shall stay clear of emergency scenes.

Section 7. Medical Emergencies

A. When an Employee observes a medical emergency, the Employee should notify **911**.

B. Employees should not attempt medical procedures without proper training/certification.

C. All Employees shall yield to emergency vehicles responding to emergency scenes.

D. All Employees shall stay clear of emergency scenes.

Section 8. Fueling Operations

All aircraft refueling operations should follow guidelines as set forth by ATA-103.

Section 9. Severe Weather

A. All ACAA Employees shall follow the ACAA Lightning Condition guidelines. All others doing business at PIT should follow their own organization's safety policies/guidelines. All fueling on Airport property must cease during lightning-red conditions.

B. During inclement weather, employees should use caution and seek shelter if need arises.

ARTICLE IX: SANITATION AND ENVIRONMENTAL

Section 1 Purpose

The purpose of this Article is to set forth the rules and regulations regarding environmental compliance requirements for all users of Pittsburgh International Airport.

Section 2 Sanitation

A. All Persons, while on Airport property, shall conduct their activities in such a manner so as not to cause any littering or any other form of environmental pollution.

B. To further carry out the above, no Person shall:

1. dispose of any garbage, papers, refuse, or other forms of trash, except in the receptacles provided for, that purpose;
2. use a restroom, toilet, or lavatory facility at the Airport other than in a clean and sanitary manner.
3. eat food or drink beverages in any area other than in the areas designated for such activities.
4. place any type of liquid in the storm drains or the sanitary sewer system at the Airport which will damage them or will result in the creation of an environmentally hazardous condition.
5. unreasonably or unnecessarily cause any smoke, dust, fumes, gases, or any other matter to be emitted into the atmosphere.

C. Any material unlawfully spilled, deposited, or placed on Airport property may be removed or cleaned up by the ACAA, and the responsible party may be charged for expenses incurred by the ACAA, or fines paid as a result thereof.

Section 3 Environmental

The Allegheny County Airport Authority has adopted, as a minimum, the applicable requirements of 40 Code of Federal Regulations (40 CFR), Pennsylvania Code Title 25 Environmental Resources (PA Title 25), the Allegheny County Health Department's Rules and Regulations. All provisions of these laws are hereby made a part herein as if fully set out in these Rules and Regulations and shall supersede this document in any case of conflict.

Specific compliance procedures are detailed below:

A. National Pollutant Discharge Elimination System Permit Compliance:

1. The Tenants, Sub-Tenants, Contractors, Licensees, Vendors, and Lessees of Pittsburgh International Airport are required to comply with all applicable provisions of the National Pollutant Discharge Elimination System (NPDES) Permits held by the ACAA. These include Industrial Activity Permit No. PAO203875 and applicable PAG-02 Permits for Construction Activities.

2. Under this permit, the ACAA has specific reporting requirements. In order for the Authority to meet these, Lessees must submit to the Environmental Department a report identifying the types and volumes or quantities of aircraft deicing and anti-icing chemicals on a weekly basis, and airfield chemicals monthly by the 7th of the following month. Additionally, a copy of all Safety Data Sheets for this products shall be submitted by October 15th of each year.

3. Each Lessee is required to implement Best Management Practices (BMPs) as defined, to ensure that their activities do not have an impact on storm water.

B. Oil Pollution Prevention Requirements (40 CFR 112)

1. The Lessees of Pittsburgh International Airport who store oils, including petroleum, fuel oil, synthetic oils, and mineral oil, in containers greater than a 55-gallon drum must comply with the requirements of 40 CFR 112.

2. Lessees with an aggregate aboveground storage capacity that exceeds 1,320 gallons or an underground storage capacity exceeding 42,000 gallons must ensure that a current Spill Response Plan (SRP) or Spill Prevention, Control, and Countermeasures (SPCC) Plan has been developed and implemented. A copy of the current Plan, as well as any updates to the Plan, must be provided to the ACAA's Environmental Department.

3. The owners of regulated aboveground and/or underground storage tanks must submit current copies of their Storage Tank Registrations to the ACAA's Environmental Department annually.

4. The Lessees are responsible for reporting all spills. Lessees must immediately call 9-1-1 to report any spill that has reached waterways, drains, soils, or is larger than one (1) gallon. A spill that is less than one gallon and has not reached waterways, drains, or soils, will notify the ACAA, through Airport Operations at (412) 472-5630 and provide the ACAA with written correspondence, including details of the incident; the response actions taken; the corrective actions implemented; and notifications made, within 10 days of the incident.

C. Hazardous and Residual Wastes Compliance

1. All Lessees of Pittsburgh International Airport are required to comply with the applicable regulations governing both hazardous and residual wastes. Depending upon the quantities and types of waste generated, Lessee may be required to submit reports, if applicable, to specific Agencies. Copies of these reports must be provided to the ACAA's Environmental Department.

2. Regulated generators of hazardous and residual wastes must comply with the appropriate labeling, storage, and disposal requirements identified in the regulations.

D. Based upon the activities that are performed, Lessees may be required to obtain an Air Quality Operating Permit from the Allegheny County Health Department. If such a permit is held, a copy of the most recent permit must be provided to the ACAA's Environmental Department. It is the Lessee's responsibility to comply with all provisions of their permit.

E. In order to communicate environmental related information effectively and efficiently, each Lessee shall designate an Environmental Contact. The name, title and telephone number of each contact shall be provided to the ACAA's Environmental Department. Information must be kept current.

F. Upon notification of termination of lease by either Lessee or the ACAA, the ACAA has the right to request that Lessee conduct samplings of suspected contaminated areas. Lessee will provide the ACAA with analytical reports of said samplings and in the event that remediation required, it shall be the sole responsibility of the Lessee to complete the remediation at the leased premises. All costs associated with the sampling and any remediation are the responsibility of the Lessee.

Section 4 Service Materials Spills

In the case of spilling fuel, oil, grease, chemicals, or other environmentally hazardous material, it is the responsibility of the owner or operator of the equipment, causing the incident to remove and clean up the material immediately. If the product spilled impacts a waterway, drain, soil, or exceeds one (1) gallon the incident must be reported by calling 9-1-1. ACAA Environmental must also be notified immediately if waterways, drains, or soils are impacted. The Allegheny County Airport Authority Operations Department shall be notified of all spills that do not impact a waterway, drain, or soils and are less than one gallon. Should the responsible party fail to completely and sufficiently cleanup said spill, placement, or deposit, and ensure environmental safety of the area, the ACAA is authorized to perform any necessary clean-up and/or environmental remediation and charge responsible person(s) for costs. In addition, any fines or damages imposed on the ACAA as a result of the incident, or its cleanup may be charged to responsible person(s).

Effective January 1, 2026, ACAA Environmental will be implementing a Spill Prevention Learning and Action Training (“SPLAT”) program to provide additional spill prevention training. The foundation of this SPLAT program will require in person-spill training for entities with continued pollution incidents. Environmental will be tracking cumulative spill frequencies by responsible party. In-person attendance will be required at a 30-minute spill training when:

- After three (3) cumulative pollution incidents; or
- After a single severe pollution incident that required notification to PADEP. This may include pollution to stormwater, soils, or sanitary drains.

A notice of required training will be sent, requiring at least one person from the incident to attend SPLAT training. A copy of this notice is included as Appendix I. This training is designed to provide education to prevent future pollution incidents, review applicable clean-up measures, and include discussion of recent incident specifics. Recurring monthly training sessions will be set-up for ease of scheduling at an accessible conference area. Afterwards, a completion of training notice will be provided to applicable supervisors or management. Lack of attendance would also be reported.

Section 5 Aircraft, Ground Vehicle, and Equipment Washing

Tenants and Sub-Tenants of Pittsburgh International Airport must undertake measures that prevent or minimize the contamination of storm water runoff from all areas used for aircraft, ground vehicle, and equipment washing, cleaning, and maintenance. Management practices such as performing all cleaning operations indoors, and/or collecting the storm water runoff from the area and providing treatment or recycling should be considered. In the event that the aircraft, vehicle, or equipment cannot be washed indoors the Tenant must use only water as a cleaning agent. “Environmentally- friendly detergents” or readily biodegradable detergents may only be used upon approval of the ACAA’s Environmental Department In order to receive this approval, a copy of the proposed product’s Safety Data Sheet (SDS) and information on mix ratio of cleaning agent to water must be provided. The outdoor cleaning operation cannot commence until approval has been granted. Additionally, anyone washing, cleaning, or performing maintenance outdoors using unapproved materials will be banned from doing this type of work at the facility.

ARTICLE X: SECURITY

Section 1 Purpose

It is the purpose of this Article to establish proper Rules and Regulations to safeguard the integrity and safety of all secure areas on Airport property, and the security of all users of the Airport.

Section 2 Employee ID Badge Application Procedures

A. Tenants/Employees/Contractors wishing to obtain an Airport Identification Badge must complete the appropriate Identification Badge Application form.

B. All Employees applying for an ID badge granting unescorted access to any Airport sterile, secured, and Security Identification Display Area (SIDA) must undergo a criminal history records check and a Security Threat Assessment (STA) via the submission of fingerprints and biographical information.

1. The Federal Government/L.E.O. Application verifies that the criminal history records check has been completed as a condition of employment. The Federal/L.E.O. indication on the fingerprint application must be signed by a designated individual on file with the Airport Security Office. The completed application should be submitted in advance of reporting to the ID Badge Office to allow adequate processing time.

2. All Airline and Tenant sponsored Employees must be cleared via the fingerprinting and STA process prior to receiving their badge. After completing the application, an authorized sponsor representative must sign-off on the cover sheet. The application then must be submitted for an STA. Once cleared:

a) The ID Badge Office will report to the Authorized Signatory (“Security Liaison”) when the STA is complete, and the applicant can pick up badge. The applicant will report to the ID Badge Office during normal business hours (as listed below*).*

b) Two forms of current, acceptable identification* are required.* (Acceptable forms are listed on page 3 of fingerprint application).

c) Prior to issuing an Airport Security ID badge, the Employee must successfully complete a training program provided by the Allegheny County Airport Authority. Most trainings are computer based, in ID Badge Office (Landside Terminal, Baggage Claim level), followed by a test. Applicants applying for a movement badge will also need to pass a practical driving test administered by ACAA Airport Operations.

d) Following the training video, Employees are to report to the badging area with two forms of acceptable identification capable of confirming identity. Those persons making application for a badge with driving privileges must show a current, valid driver's license and should have completed an Airport Driver Training Curriculum prior to the issue. *(The Tenant sponsor is responsible for providing and documenting an appropriate level of training. However, ACAA will provide the movement area driver testing through Airport Operations.*

e) The Airport Access/ID Badge Office is open Monday - Friday 0800-1600, except on federal holidays.

The last video for SIDA is shown 1.5 hours prior to closing. All movement and non-movement training videos must be taken remotely before reporting to the ACAA Access/ID Office.

All fingerprints must be scheduled through the Authorized Signatory.

Questions can be emailed to AskMyPITID@flypittsburgh.com or by calling 412-472-5616.

C. Tenants shall maintain written records of Employees who are participants of the Airport's badging system. Should an Employee's work status change, which no longer requires access to an Airport sterile/secured area, the tenant management shall notify the ID Badge immediately of an employee's change of status and return all ID badges or keys assigned to the employee within 24 hours of the change of status. If the Tenant is unable to return the badges or keys assigned to the individual, they will immediately contact the ID Badge Office or Airport Operations during off-hours to report and disable the badge. The Authorized Signatory will utilize the TSA form "Retrieval of Identification" and document three attempts to retrieve badges and/or keys. After making the attempts, the form should be dropped at the ID Badge Office for processing.

D. The Allegheny County Airport Authority reserves the right to refuse the issuance of an Identification Badge to any employee.

Section 3 Employee ID Badge Use

A. Airport Identification Badges shall be worn on the outermost garment, above the waist, on the outermost garment, in conspicuous view at all times while within the SIDA.

B. Each Person issued a badge is also provided a five digit Personal Identification Number

(PIN); this number should be memorized. Do not tape or mark this number on the badge. Personal Identification Numbers cannot be given over the phone. Employees should report to the ID Badge Office if they forget their PIN.

C. Employees are responsible to note the expiration date on the bottom of the badge assigned for their use and must arrange to receive an updated badge or return the badge to the ID Badge Office prior to its expiration. An update form, signed by your designated Authorized Signatory, is required in order for your badge to be updated. (Refer to the last page of this handout). When obtaining an updated badge, the old badge must be returned to the ID Badge Office. Badges displaying an expired date shall be considered invalid. The Airport Authority shall establish a fee for the late return or renewal of a badge beyond its expiration date. Attempted modification or obstruction of a badge expiration date is strictly prohibited.

D. The Employee or Tenant is **NOT** authorized to re-issue a badge to a different employee or maintain the security pass for further issues. The identification badge remains the property of the Allegheny County Airport Authority at all times and must be surrendered upon termination or the request of Airport Management.

E. The Employee shall immediately report any lost, stolen, or destroyed badge to the ID Badge Office. The Allegheny County Airport Authority has established fees and are set forth in Appendix A for the replacement of any security pass resulting from loss, theft, or due to user abuse. A re-issue/renewal/replacement form (RRR), signed by designated Authorized Signatory and two forms of acceptable ID, is also required in order to obtain a new badge. Should an Employee locate a lost badge after obtaining a replacement badge, the Employee shall return the originally issued badge to the Airport ID Badge Office.

F. Employees can report to the ID Badge Office up to 30 days prior to the badge expiration date. If the Employee has driving privileges, they may access the current learning management system through the ID Badge Office remotely to complete the driver training in the calendar month prior to the expiration before reporting to the ID Badge Office. This training must be completed within the calendar month prior to expiration. If the training is not completed, the Employee's badge will be made invalid until training is complete. When reporting to the ID Badge Office, Employee must have a re-issue/renewal/replacement form (RRR), signed by a designated Authorized Signatory, in order to renew the badge.

   Successful completion of all badge-appropriate training and exam at the time of each badge renewal is required. Renewal of badges more than 30 days past the expiration date will require a new badge application process.

   Should an Employer wish to re-issue a badge to an Employee who they have previously sponsored for a badge, or change the Employee's security level, a re-issue/replacement/renewal (RRR) form indicating the re-issue to a different badge, must be submitted to the ID Badge Office.

G. Subsequent to receiving a PIT ID Badge, should an individual become convicted of a disqualifying crime, the person shall notify and return to the Allegheny County Airport Authority any ID badges, keys, or other access media assigned to their use by the Airport. This notification and return of media shall take place within 24 hours of the conviction. Please see the ID Badge Office or page 4 of the ID Badge Application for a complete list of reportable convictions.

H. Badged individuals may be subjected to inspection for potential possession of prohibited items when entering the secured, restricted, or sterile areas of the Airport.

I. If traveling on a commercial aircraft, employees must first be screened through the Passenger Screening Checkpoint using boarding pass and acceptable government issued ID. Employees may not use the PIT ID badge as a method of identification. Once screened, such individuals will remain in the Sterile Area until they have boarded their flight.

J. Badged Employees are required to conduct a proper challenge of individuals noted within the SIDA.

K. Airport ID badges are only intended for use by Employees actively engaged in their official job duties.

L. Badge holders are required to adhere to all security requirements promulgated by the ACAA, FAA, or TSA at all times.

Section 4 Visiting Persons Escort Badge

Visiting persons whose business requires their temporary access to restricted areas may not be required to have an official Airport identification badge, provided they are escorted at all times by an authorized employee displaying a properly coded badge. The person providing the escort assumes total responsibility for the individual under escort and must remain within the immediate vicinity and control of the person being escorted. The person under escort must display a Personnel Escort Pass while under escort in any restricted areas. Personnel Escort Passes are available from the ID Badge Office. Personnel being escorted cannot be escorted through TSA checkpoint. To access the sterile area, personnel must apply for a Sterile Area Pass through the ID Badge Office.

Section 5 Employee ID Badge Violations and Enforcement

Violations of PIT ID badge procedures will result in one or more of the following actions taken by the Allegheny County Airport Authority:

1. Written complaint to the employer with request for company action.
2. Suspension or Revocation of the Airport Identification Badge and expulsion from all restricted areas.
3. The requirement to complete additional security awareness training.

Additionally, civil penalties may be assessed by the TSA.

Any questions or comments regarding the above procedures should be directed to the ID Badge Office at 412-472-5616.

Section 6 Restricted Areas

No Person shall enter any restricted area except as may be permitted by these Regulations. Restricted areas include the Air Operations Area, the Federal Aviation Administration offices and tower, the utility and service areas, areas leased to Tenants, and other areas specifically designated by appropriate signs.

Entry into a restricted area shall only be made in accordance with prevailing security procedures established by the CEO and/or FAA/TSA.

ARTICLE XI: FUELING

Aircraft Fueling Procedures

A. Personnel

1. Fueling personnel shall be of a sufficient number to safely operate the fueling system and perform periodic checks/inspections essential to the systems proper functioning. Only qualified personnel shall operate fueling equipment or fuel aircraft. Fuel unloading and fuel loading shall be carried out only with qualified personnel present.
2. At least one Supervisor must have completed, within 90 days, initial training (and receive recurrent training every 24 months) in an aviation fuel training course at an approved FAA/industry-sponsored fueling course.
3. Only Authorized Personnel trained by a properly trained supervisor, as above, or in conjunction with an approved outside agency (Airport Fire Department), shall fuel or defuel aircraft. All Employees at each fueling agent who fuel aircraft, accept fuel shipments, or handle fuel shall receive at least initial on-the-job training in fire safety and recurrent training every 24 months from the authorized, trained supervisor.
4. Training and recurrent training for those who fuel commercial aircraft must meet the training requirements of FAA Part 139.
5. Fueling personnel shall be appropriately clothed. They should not be wearing garments made of silk, polyester, nylon with wool, or other static generating fabrics; shoes containing no metal taps, hobnails, or other material which could generate sparks on pavement.
6. When in, on, or within 100 feet of any tank, dock, storage area, fuel truck or aircraft, fueling personnel shall not carry on their person any igniting device, including safety matches, strike-anywhere matches, cigarette lighter or any other item, which could become ignition sources if operated, bumped, hit, or dropped.
7. Fueling personnel shall be adequately supervised and periodically checked to assure training and knowledge levels are maintained. Supervisors shall assure all equipment and required components are kept fully operational, required periodic safety checks and inspections are made when due, and required records are kept.

B. Prevention and Control of Spills

1. Fuel servicing vehicles/dispensers shall be maintained in safe operating condition. Leaking or malfunctioning equipment, which presents a hazard, shall be removed from service. If the product spilled impacts a waterway, drain, soil, or exceeds one (1) gallon the incident must be reported by calling 9-1-1.
2. Self-closing nozzles or deadman controls shall not be blocked open or bypassed.
3. Fuel nozzles shall not be dragged along the ground.

4. Kinks or short loops in fueling hose shall be avoided.
5. When a spill is observed, fuel servicing shall be stopped immediately by release of the deadman control or by operation of the emergency fuel shutoff. The supervisor shall be notified at once, and the operation shall not be continued until he/she has determined that it is safe to do so.
6. The fuel vendor shall notify the Allegheny County Airport Authority Operations Department of all spills that have not impacted waterways, drains, or soils or are less than one (1) gallon.

   Only general guidance can be given, but decisions to evacuate the area; start up, shut down, or move equipment, which may result in a source of ignition, shall be restricted to Airport Management or the Senior Fire Officer at the scene (after consulting with Airport Management).

   Aircraft on which fuel has been spilled should be thoroughly inspected to assure no fuel or fuel vapors have accumulated in the flap wells or internal wing sections not designed for fuel storage.

   Normal operations in the area of the fuel spill will not resume until the Senior Level of Airport Management, present on the scene, has granted permission.
7. A fireguard shall be posted if the spill is not spread over 10 square feet and is not of a continuing nature. The fireguard shall be provided with at least ramp fire extinguishers and shall stand by until the spill is removed. The use of absorbent cleaning agents (such as diatomaceous earth) or emulsion compounds to remove the spill is preferred to the use of rags. Contaminated absorbents or rags should be placed in metal covered containers until they can be disposed of properly.
8. Every fuel spill shall be investigated by the fueling agent to determine the cause and whether emergency procedures are required. For each spill, a copy of the ACAA Spill Response Notification form (or similar form approved by the Airport Authority) shall be completed and returned to the Allegheny County Airport Authority Environmental Department (see Appendix H).

C. Static Electricity

1. When a fuel truck or hydrant equipment is used to service an aircraft, the following static bonding procedures shall be followed and performed in the order below:
   a. Connect a bonding cable from the fueling vehicle/dispenser to the approved bonding point.
      i. Bonding cables shall be constructed of a conductive, durable, and flexible material.

      ii. Bonding connections shall be electrically and mechanically firm. Jacks, plugs, clamps, and connecting points shall be clean, unpainted metal to provide a positive electrical connection.

b. Bond the fuel nozzle to the aircraft. For over wing servicing and if required by the particular aircraft's manual, connect a bonding cable from the fuel nozzle to the aircraft, or as the aircraft manual recommends. For under wing servicing, this bond shall be achieved by metal-to-metal contact between the aircraft fitting and the nozzle.

c. Disconnection shall be in reverse order on completion of fuel servicing.

2. When a pit or cabinet is used for fuel servicing, static grounding shall be provided in the construction. Bonding straps in the pit shall be checked prior to fueling.

D. Operation of Aircraft Engines and Ground Service Equipment

1. Fuel servicing shall not be done on an aircraft while any of its engines are operating.

   EXCEPTION: In any emergency resulting from the failure of an outboard auxiliary power 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 opposite side from the fueling point may be operated during fueling to provide power, provided that the operation follows procedures published by the operator to assure safety in the operation.

2. Ground service vehicles performing aircraft servicing functions shall not be positioned within a 10-foot radius of aircraft fuel system vent openings.

3. During over wing aircraft fuel servicing or where aircraft fuel system vents are located on the upper wing surface, automotive vehicles shall not be positioned under the trailing edge of the wing.

E. Open Flames on Aircraft Service Ramps

1. Open flames and lighted open flame devices are prohibited within 100 feet of any aircraft fuel servicing operation or fueling equipment.

2. Personnel shall not carry lighters or matches on their person while engaged in fuel servicing operations.

F. Miscellaneous Fuel Servicing Procedures

1. Aircraft fueling shall be done outdoors unless otherwise approved by the Airport Authority. To gain approval to fuel indoors, a tenant must show to the satisfaction of the Airport Authority that fuel and fire suppressions systems have been installed and operating procedures have been established which will ensure fueling safety.

   If passengers remain on board an aircraft during fuel servicing, at least one qualified person trained in emergency evacuation procedures shall be in the aircraft at or near a door at which there is a docked jetway or passenger loading stairs. A clear area for emergency evacuation of the aircraft shall be maintained at no less than at one

additional exit. Aircraft operators shall establish specific procedures covering emergency evacuation under such conditions for each type of aircraft they operate. All **"NO SMOKING"** signs shall be displayed in the cabin, and the rule enforced.

2. Hand brakes shall be set on fuel servicing vehicles before operators leave the vehicle cab. The tongue of towable hydrant dispensers must be secured in the upright position, thus activating the brake system of the cart.

   NOTE: If the brake system on a towable hydrant dispenser is not in proper working order, the dispenser must be taken out of service.

4. The wheels of the fueling vehicles must be chocked before any fueling operation is started (minimum one pair of wheel chocks, with one chock on each side of the same tire). Fuel Tankers/Tenders should be chocked with rubber chocks only. If a towable hydrant dispenser is attached to another vehicle, then the wheels of that vehicle must be chocked when the dispenser is in use for any fueling operation. If the towable hydrant dispenser has any form of self-propulsion, then the wheels of the towable hydrant dispenser must be chocked in the above manner.

5. When not in use, all fueling platforms (for high-wing aircraft) must be kept in against the building, placed so as to not interfere with any aircraft that may use the gate. The brake system of the platform must be activated so that it remains in a stationary position.

6. Fuel servicing operations shall be suspended while the Vaisala Lightning Detection Warning System (LDWS) indicates that the lightning warning level is in the red. The LDWS activates the Ramp Lightning Warning Lights (RLWL). By means of the Everbridge Notification System, Airport Operations will notify the tenant fueling agents who are not alerted by either a direct display of the LDWS or the RLWL beacons. The tenant fueling agents will then be responsible for notifying their individual fueling personnel.

   In the absence of the LDWS, or in addition to, fueling operations shall be suspended when there is air-to-ground lightning discharges within a one-mile radius of the Airport or cloud-to-cloud lightning discharges directly over the Airport. This can be activated by any of the responsible parties (Airport Operations and/or the fueling company representative), who will then be responsible to notify the other party. The fueling company representative will notify all of their fuelers. Airport Operations will manually activate the red beacons of the Ramp Lightning Warning Lights and notify all other fueling companies, who will then notify their own fuelers.

7. During use for fuel servicing, fuel pits shall be marked by a fluorescent flag, cone, or other method deemed acceptable by the Airport Authority.

8. The Airport Authority shall be advised of all malfunctions of any emergency fuel shut-off system.

9. Fueling vehicles/dispensers shall never park closer than 10 feet from each other, 50 feet from any building or aircraft not being fueled/defueled; and during loading and fueling operations 100 feet from smokers or other visible sources of ignition.
10. Before all unloading, loading, fueling, and defueling operations are begun, all motors, engines, radios, and other electrical and/or mechanical equipment not required for that specific operation are to be turned off and kept off (except for required auxiliary power units).
11. Before commencing the loading of any fueling vehicle or fueling of any aircraft, the operator of the fueling equipment shall ensure that all fuel farm, fueler, pit, and cabinet equipment is in good operating condition.
12. When a mobile fueling vehicle is being loaded and/or aircraft fueling is being conducted, the operator of the fueling vehicles/dispensers shall ensure that the deadman control is operable and used to control fuel flow.
13. All fueling vehicles/dispensers shall be kept neat and free of trash or debris, which could cause or contribute to fuel contamination or fire.
14. No fueling shall be conducted during any aircraft maintenance, which might provide a source of ignition for fuel vapors.
15. The operator of the fueling vehicle/dispenser shall be positioned at a point where there is a clear view of the equipment control panel and aircraft fueling points.
16. When not in the process of fueling an aircraft, all fueling vehicles/dispensers must be disconnected from the fueling system, and all of the equipment placed back in its proper storage position and firmly secured.
17. In order to prevent a FOD problem, all accessories to fueling vehicles/dispensers (for example, flags, step ladders) that are not permanently attached shall have a secure storage location on that apparatus and kept secured in that location when not in use.

Fueling Equipment and Storage Areas

A. Fueling Equipment General Requirements

1. The fuel operator shall maintain the fuel system, including all mobile/fixed refueling stations and all associated support devices and equipment, in accordance with the manufacturer's guidelines, technical bulletins, manuals, notices, and Allegheny County Airport Authority regulations.
2. The Airport Authority reserves the right to shut down or deny any fueling operation that presents a hazard to personnel, property, or equipment at any time.

B. Fuel Farm/Storage Areas

1. All fuel farms off the AOA must be fenced and signed to reduce the chance of unauthorized entry and/or tampering. All fuel farms on the AOA must be signed to reduce the chance of unauthorized entry and/or tampering.

2. The fuel farm must be conspicuously and clearly posted with **"FLAMMABLE/NO-SMOKING"** signs.
3. The fuel farm must be kept neat and free of materials, equipment, functions, and activities which could cause or contribute to fuel contamination or serve as a source of ignition.
3. Fuel tanks must be conspicuously and clearly marked with letters at least three inches high identifying the type/grade of fuel.
4. Piping shall be conspicuously and clearly marked with letters at least three inches high and color-coded at each inlet, outlet, and valve to clearly identify fuel type and grade.
5. All fueling systems and fueling equipment shall be conspicuously and clearly marked, named, color-coded, and banded in accordance with the current edition of FAA Advisory Circular 150/5230-4 and API bulletin #1542.
    a. Aviation gasoline is made up of any of the four grades of aviation gasoline and is generally referred to as "AVGAS," followed by the grade marking (e.g., 80, 100, 100LL). AVGAS is color-coded with white letters on a red background. Banding must be a single 4" (minimum) band around the pipe or hose — red for AVGAS80, blue for AVGAS100LL, and green for AVGAS100. If the pipeline is painted the appropriate color, then no banding is required.
    b. Automobile gasoline, which is approved for use in aircraft engines, is generally referred to as "MOGAS" followed by the specific description as to its to grade and/or type. MOGAS has no specific color code and should be marked in a contrasting color to the surface. No specific banding is required.
    c. Jet fuel has three classifications, generally described as JET A, JET A-1, and JET B. Jet fuel is marked with white letters on a black background. Banding should be as follows:
        i. JET A: A single 4" (minimum) black band
        ii. JET A-1: Two 4" (minimum) black bands
        iii. JET B: Three 4" (minimum) yellow bands
6. If the fuel tanks are filled via fixed piping, they must be equipped with a non-splashing bottom inlet.
7. The fuel tanks must be closed and equipped with a rainproof and bug-proof vent at least 12 feet above grade.
8. The fuel farm must be equipped with accessible fire extinguishers that meet or exceed NFPA Standard 407and at least a 20BC rating.
9. Piping shall be completely separate by type and grade of fuel.
10. Piping must be either underground or protected from damage by surface vehicles.
11. Hoses, nozzles, and outflow connectors shall be:

a. Only those specifically designed and tested for the delivery of aviation fuels.

b. Equipped with the appropriate unique fuel coupling devices for each product in storage.

c. Equipped with a “deadman” control capable of overriding all other controls and with one physical movement, **STOPPING all fuel flow.**

12. Electrical equipment, switches, and wiring shall be:

a. Reasonably protected from heat, abrasion, or other impact, which could cause failure of insulation, open spark, or other ignition sources.

b. Of a type or design approved for use in Class 1, Group D, Division 1 hazardous locations (explosion proof, e.g., free of exposed conductors, contacts, switches, connectors, motors, etc. which could generate open spark or other exposed ignition source during normal operations). See *National Fire Protection Association (NFPA) Standard 70, National Electric Code.*

13. Bonding equipment shall ensure that piping, filters, tanks, and electrical components are electrically bonded and interconnected to an adequate electrical ground.

14. Unloading docks and stations shall be:

a. Clearly marked and color-coded as to fuel type.

b. Equipped with accessible fire extinguishers meeting standards of NFPA Standard 407 (a minimum of two, each having at least a 20BC rating).

c. Equipped with bonding wire and appropriate connector clamp for bonding tankers.

15. Loading docks and stations shall be:

a. Clearly marked and colored as to fuel type.

b. Equipped with accessible fire extinguishers meeting the standards of NFPA Standard 407 (a minimum of two, each having at least a 20BC rating).

c. All top-loaded systems must be equipped with a metallic drop tube (having anti-splash fuel deflector) long enough to reach the bottom of the deepest fueler tank.

d. Equipped with a "deadman" control capable of overriding all other controls and stopping, with one physical movement, all fuel flow.

e. Equipped with a boldly marked emergency cutoff capable of overriding all other controls and stopping, with one physical movement, all fuel flow. It shall be placarded **"EMERGENCY FUEL SHUTOFF"** in letters at least 2 inches high, and the method of operations shall be indicated by an arrow and the word "PUSH" or "PULL," as appropriate. Lettering shall be of a color sharply contrasting with its background for visibility. It shall be located at least 7 feet

above grade and positioned so as to be visible from a distance of at least 25 feet.

f. Equipped with a bonding wire and appropriate connector clamp for bonding fueler equipment.

16. Construction work or alteration of an Airport fuel system shall not be started until the design, plans, and specifications have been approved by the ACAA. Any area of new construction and alteration shall be inspected by the ACAA before it is put into operation.

C. Mobile Fueling Vehicles/Dispenser, Fueling Pits, and Fueling Cabinets

1. Only fueling vehicles/dispensers which are constructed and maintained to safety standards normally acceptable to the industry may be used in fuel servicing operations.
2. Any vehicle/dispenser which is leaking fuel or is in an otherwise hazardous condition shall be removed from service, defueled, and parked in a safe area until repaired.
3. **At all times,** all fuel servicing vehicles/dispensers must meet the standards and be operated as established in the ACAA Vehicle Rules and Regulations.
4. Smoking equipment, such as cigarette lighters and ashtrays, shall not be provided. If a vehicle has such equipment when initially procured, such equipment shall be removed or rendered inoperable.
5. Each aircraft fuel servicing vehicle/dispenser shall be conspicuously and legibly marked to indicate that it is **"FLAMMABLE"** and the nature of cargo/type or grade of fuel in the system (JET A, AVGAS, etc.). The marking shall be on all sides and in the cab, in letters at least 3 inches high on a background of sharply contrasting color.
6 . Each aircraft fuel servicing vehicle/dispenser shall be conspicuously and legibly marked to show danger, flammability, and standard hazardous material placard with ID numbers (1203 for AVGAS; 1223 for Jet B and JP-4; 1863 for Jet A). The markings shall be on all sides.
7. A **"NO SMOKING"** sign shall be prominently posted in the cab of every aircraft fuel-servicing vehicle.
8. All aircraft fueling hoses shall be fabricated from materials that are resistant to damage from exposure. In addition, the hose cover shall be designed to be resistant to damage by abrasion, by bending or kinking, and by crushing or flattening.
9. Each length of new aircraft fueling hose, recoupled hose, or hose being returned to service; shall be hydrostatically tested at a minimum of 150 percent of the working pressure of the hose.

10. All aircraft fueling hoses shall be specifically designed, tested, and marketed for the delivery of aviation fuel.
11. The valve which monitors the flow of fuel from an aircraft fuel servicing vehicle/dispenser to the aircraft shall have a “deadman” control. The use of any means that bypasses or defeats the deadman control is prohibited.
12. All fixed fueling locations (for example, pit or fueling cabinet) shall be equipped with:
    a. At least one boldly marked emergency fuel cutoff capable of overriding all other controls and stopping, with one physical movement, all fuel flow. This shall be clearly visible and accessible from all normal fueling stations. It shall be placarded **"EMERGENCY FUEL SHUTOFF"** in letters at least 2 inches high, and the method of operations shall be indicated by an arrow and the word "PUSH" or "PULL," as appropriate. Lettering shall be of a color sharply contrasting with its background for visibility.
    b. Fire extinguishers as required by NFPA Standard 407 (a minimum of two, each having at least a 20BC rating), accessible from the ground during fueling operations. The area adjacent to and immediately behind the extinguishers shall be painted with a contrasting color.
13. All mobile fueling systems shall be equipped with:
    a. At least one boldly marked emergency fuel cutoff capable of overriding all other controls and stopping, with one physical movement, all fuel flow. This shall be clearly visible and accessible from all normal fueling stations.
    b. Fire extinguishers as required by NFPA Standard 407. Each aircraft fuel servicing tank vehicle shall have a minimum of two having at least a 20BC rating, mounted with one on each side of the vehicle. Each aircraft servicing hydrant vehicle shall have a minimum of one having at least a 20BC rating. Each shall be accessible from the ground during fueling operations. The area adjacent to and immediately behind the extinguishers shall be painted with a contrasting color. The extinguishers shall be kept clear of ice, snow, etc. Extinguishers located in enclosed compartments shall be kept readily accessible and their locations shall be clearly marked in letters at least 2 inches high.
    c. The brake/safety interlock system, on vehicles so equipped, must be checked daily for proper operation. If the interlock system is overridden on a hydrant cart, it shall be repaired as soon as possible.
14. Each fuel servicing system shall contain no feature which would allow fuel or concentrated fumes to contact (during normal operations, overfilling, or other spill) the exhaust system, hot gasses, or any other ignition source.

15. Any type of fuel servicing system which is equipped with an internal combustion engine shall be equipped with an air filter/spark arrestor and a leak-free exhaust system terminating in a standard baffled (original equipment type) muffler.
16. Fuel tanks shall be:
    a. Closed and equipped with gasketed dome covers which—
        i. Contain a 3-PSI emergency vapor relief valve.
        ii. Are adequate to prevent fuel spillage during vehicle movement and the influx of water at any time.
    b. Equipped with a sump drain with an outlet located to facilitate convenient capture of overflow.
    c. Equipped with a tank bottom outflow cutoff valve which can block flow and spill in the event of piping rupture or other valve failure.
    d. Piping shall be reasonably protected from impact/stress which could rupture and cause fuel spillage.
17. Electrical equipment and wiring shall be:
    a. Reasonably protected from heat, abrasion, or other impact, which could cause failure of insulation, open spark, or other ignition sources.
    b. Of a type or design approved for use in Class 1, Group D, Division 1 hazardous locations (explosion proof, e.g., free of exposed conductors, contacts, switches, connectors, motors, etc. which could generate open sparks or other ignition sources during normal operation). See *NFPA Standard 70, National Electric Code.*
17. Provide electrical continuity between all metallic or conductive components.
18. When loading tankers, the engine of the tank vehicle shall be shut off before starting to load the tanker.
19. Transferring fuel by pumping from one tank vehicle to another tank vehicle within 200 feet of an aircraft is prohibited.
20. In order to provide easier identification during inclement weather, the fueling company/operator may paint the area around the fuel pits red. The area should be limited to the square around the pit itself (approximately 10 feet by 10 feet).

21. All gates at which a towable hydrant dispenser is to be used (and stored at when not in use) shall have an approved limits box stenciled on the ramp. The location for this box must be approved by the operator/manager of the gate and located so that equipment left in this box will not interfere with any aircraft which may use this gate. No aircraft shall be allowed to taxi into a gate where a towable hydrant dispenser is located outside of the approved box.

ARTICLE XII: LITHIUM-ION ELECTRIC VEHICLE CHARGING

A. General for all Electric Vehicle Charging
   1. All charging station installation must be reviewed by ACAA Engineering and ACAA Fire Rescue through the Space Modification program or through design review for new construction.
   2. All charging equipment must be rated and installed in accordance with the electrical code accepted by the Authority Having Jurisdiction (AHJ).
   3. All charging locations must be located at least 50 feet from any liquid fuel dispensing or storage facility.

B. Surface Lots
   1. Any proposed charging location in a surface lot must be located within 800 feet of firefighting hose-lay of a positive water source, as determined by ACAA Fire Rescue.
   2. All charging equipment must be equipped with a KNOX BOX Rapid Access: 4500 Shutdown Station https://www.knoxbox.com/News/Rapid-Access-4500-Shutdown-Station

      a. Shutdown Station must be located at least 100 feet away from the closest charging unit.
      b. Shutdown Station must be installed in a manner that will isolate all charging in the area by disconnecting all power to the charging stations.
      c. All Shutdown Stations must be signed appropriately with “VEHICLE CHARGING DISCONNECT”. The signage must be white lettering on a red background mounted within 2 feet of the disconnect. Lettering must be a minimum height of 2 inches per letter.
      d. Signage must be mounted 42-48 inches above the ground.
   3. ACAA Security must assist in coordination of procurement of the shutoff to maintain overall security of the Knox Box program.

C. Parking Structures
   1. Any proposed charging location in a fixed parking structure must be located within 200 feet of an exterior wall of the structure.
   2. All charging equipment must be equipped with a KNOX BOX Rapid Access: 4500 Shutdown Station https://www.knoxbox.com/News/Rapid-Access-4500-Shutdown-Station

      a. Shutdown Station must be located on the exterior of the ground level of the structure.
         i. The location of the Shutdown Station must be approved by ACAA Fire Rescue prior to installation.
      b. Shutoff must be installed to isolate all charging in the area.

c. If multiple Shutdown Stations are used, the Shutdown Stations must be integrated such that any one Station will isolate all power to all charging units.
d. All Shutdown Stations must be signed appropriately with “VEHICLE CHARGING DISCONNECT”. The signage must be white lettering on a red background mounted within 2 feet of the disconnect. Lettering must be a minimum height of 2 inches per letter.
e. Signage must be mounted 42-48 inches above the ground.

3. ACAA Security must assist in coordination of procurement of the shutoff to maintain overall security of the Knox Box program.

D. Aircraft Parking Areas (Ground Service and Aircraft)
1. All designated Aircraft Parking Area charging must follow the above surface lot guidance.
2. All charging units must be located more than 50 feet from any other aircraft parking or loading areas.
3. All charging equipment must be equipped with a KNOX BOX Rapid Access: 4500 Shutdown Station
https://www.knoxbox.com/News/Rapid-Access-4500-Shutdown-Station

a. Shutdown Stations must be located at least 100 feet away from the closest charging unit.
b. Shutdown stations must be installed to isolate all charging in the area.
c. All Shutdown Stations must be signed appropriately with “VEHICLE CHARGING DISCONNECT”. The signage must be white lettering on a red background mounted within 2 feet of the disconnect. Lettering must be a minimum height of 2 inches per letter.
d. Signage must be mounted 42-48 inches above the ground.

4. ACAA Security must assist in coordination of procurement of the shutoff to maintain overall security of the Knox Box program.

E. Fleet and Maintenance Facilities
1. All fleet and maintenance installations must follow applicable surface lot or parking structure guidance.
2. Any proposed fleet parking areas must be evaluated by ACAA Fire Rescue and ACAA Engineering for impacts to existing infrastructure.
3. All electric vehicle maintenance areas must be equipped with appropriate Lithium-Ion Battery response equipment for the work being performed, as determined by ACAA Fire Rescue.
4. All electric vehicles receiving maintenance must be at least 25 feet from any other vehicle to limit the chance for fire spread in the event of an emergency.

5. All charging equipment must be equipped with a KNOX BOX Rapid Access: 4500 Shutdown Station
   https://www.knoxbox.com/News/Rapid-Access-4500-Shutdown-Station

   a. Shutdown Station installation must follow the above details dependent on surface lot or structural application.

ARTICLE XIII: WILDLIFE MANAGEMENT

Pursuant to Title 14 Code of Federal Regulations (CFR) Part 139.337, the Allegheny County Airport Authority (“the Airport”) has developed a Wildlife Hazard Management Plan (WHMP) in cooperation with the U.S. Department of Agriculture Wildlife Services Program. The Airport will take immediate measures to identify and mitigate wildlife hazards whenever they are detected or whenever Airport management has been advised that hazardous conditions exist. After contacting emergency services, any person involved in or aware of any accident or incident involving wildlife must notify Airport Operations immediately. In accordance with the Airport’s Wildlife Hazard Management Program (WHMP Section 3.6.3), no person shall feed, provide habitat, or otherwise introduce or encourage the introduction of factors on the Airport that attract or may attract wildlife, including birds. Hunting on airport property is prohibited.

ARTICLE XIV: DEFINITIONS, NOTICE OF VIOLATIONS, ENFORCEMENT / PENALTIES

Section 1. Definitions

A **Notice of Violation (NOV)** is prepared and submitted by ACAA personnel including Airport Operations personnel or duly authorized representatives of the Authority at or around the time of any incident which is believed to constitute a violation of these Rules and Regulations. The electronic form shall set forth, at a minimum, the name of the violator, tenant, or contractor, date and time of the violation, location of the violation, and the nature of the alleged violation. Corrective and or disciplinary action may be taken against the violator or employer; and the NOV will be sent to the violator's employer and kept on file.

Training will involve returning to the badging office to complete and pass a course for the violation committed.

Suspension is the fixed term removal of badge and proximity card privileges.

Revocation is the permanent removal of badge and proximity card privileges.

Meet with ACAA will require the Tenant to meet with Allegheny County Airport Authority personnel from the office overseeing the violation committed, to review and determine a course of corrective action, or penalty.

A **Fine** is a specified amount of money that must be paid to the Allegheny County Airport Authority.

Repetitive Offenses are those committed within a rolling twelve-month period.

Towing, Booting, or Lock Out May occur as a result of a violation committed. In the event that this were to happen then fees will have to be paid to cover the cost of the towing and storage, the removal of the boot, or the changing of the lock.

Section 2. Notices of Violation

Allegheny County Airport Authority (ACAA) will conduct inspections and enforce violations of these Rules and Regulations. All tenants, contractors, and badge holders will be subject to a Notice of Violation (NOV) when reasonable grounds exist to believe that the Rules and Regulations or a permit has been violated, either by commission or omission.

NOVs will be monitored and issued by ACAA personnel in Airport Operations and other ACAA Departments as authorized by the CEO or their designee.

All NOV's will be entered into a computer database by ACAA staff. After a NOV is issued, the database will be checked to determine any other accumulated violations against the offender. Depending upon the results of the computer search and degree of violation, the ACAA may take corrective actions to enforce these Rules and Regulations.

ACAA deems all employees to be acting on behalf of their employer and that the employer will be liable for the actions of its employees, including, but not limited to, any fines associated with its employees.

All employees are responsible for reporting serious offenses immediately to their direct report and/or ACPD.

Section 3. Enforcement/Penalties

NOVs may serve as a written warning and/or carry a penalty such as training, suspension of badge, revocation of badge, summon for a meeting with ACAA personal, a fine, or towing, booting or a lock out.

A. Violations of any of the Rules and Regulations herein relating to motor vehicle traffic shall be tried and punished in the same manner as if it had been committed on the public roadways. Responsibility for enforcement of these violations will be ACPD and/or ACAA.

B. Ground Transportation violations are governed under the Notice of Violation Policy contained in the Ground Transportation Rules and Regulations policy.

C. Violations of unauthorized or unintended use of any ACAA Space or property may result in the tenant or contractor being billed for such use of ACAA Space and property which is not in the lessee's contract.

D. Potential violations that may occur in the Air Operations Area (AOA) are referenced in the Ground Vehicle Operations Training Manual.

E. Individuals cited for violations related to environmental practices and procedures may be fined in accordance with local, state, and federal laws.

F. Individuals cited for Safety or Security related Violations may result in mandatory training, suspension, or revocation of badges, and or fines by ACAA, local, state, or federal agencies.

G. In the event of Towing, Booting, or Lock Out the Tenant will be held responsible for all fees associated with the Towing (includes the towing, impoundment, and other fees), Booting (the placement of the boot, removal of the boot, and other fees), and Lock Out (the changing of the locks, any other device used to lock out

the respective area, and other fees). ACAA or any party contracted to perform the Towing, Booting, or Lock Out is not responsible for any damage caused to the Tenants operations or property.

H. The CEO, or their designated representative, is authorized to enforce these Rules and Regulations as required to ensure the convenience and safety of the traveling public and others using the airport. In addition to these Rules and Regulations, the CEO is empowered to issue other guidelines to ensure the safety and well-being of Airport users or as otherwise determined to be in the best interest of the ACAA. The CEO may prohibit use of the Airport or any part thereof by any Person in violation of these Rules and Regulations. The CEO may use any legal remedy or recourse to aid the enforcement of the provisions contained in these Rules and Regulations.

I. Appeals or resolution processes other than those regulated by applicable law will be heard by the Vice President, Airport Operations, who may appoint designees to act as an ACAA representative in a meeting to discuss the NOV appeal and its penalties. Requested NOV appeal meeting with ACAA must be submitted within 5 business days of receiving the NOV. Upon receipt of the appeal, ACAA shall schedule a meeting with the violator and their supervisor within 15 calendar days. The meeting must be attended by the violator and their immediate Supervisor or Employer. The informal meeting shall be conducted to determine whether there is sufficient evidence to support the NOV. Burden of proof shall be upon the party or parties appealing the NOV.

J. The meeting provides the individual and his or her supervisor an opportunity to explain the circumstances that led to the NOV. The process also provides an opportunity to educate to the individual violator or employer on the ACAA Rules and Regulations.

K. The Notice of Violation Point Classification table can be found in Appendix G., Notice of Violation (NOV) Point Classification.

These Rules and Regulations are designed to protect the public health, safety, interest, and general welfare at the ACAA, and to restrict or prevent any activity or action which would interfere with the safe, orderly, and efficient use of the Airport by its Passengers, Operators, Tenants, and Users.

APPENDIX A: SCHEDULE OF FEES

The following contains the Schedule of Fees.

SCHEDULE OF FEES

SMOKING

All Persons violating the Smoking Section may be subject to a monetary fine.

SECURITY ID BADGES

The current non-refundable fee for the replacement of any security pass resulting from loss, theft, or due to user abuse is $50. Should an employee locate a lost badge after obtaining a replacement badge, the employee shall return the originally issued badge to the Airport Badging Office.

Renewal of badges beyond the expiration date will be subject to a late charge of $25.

Fingerprinting processing fee is $55.

NETWORK ACCESS

ACAA provides tenants with the ability for internet access separate from ACAA's network. This is provided to tenants at a cost of $50.00 per month and $150.00 installation fee. Tenants are responsible for contracting out any wiring needs for this connectivity. For tenants to receive network access they must contact the ACAA Engineering Department (Paul Saxon at 412-370-7654) for a Request for ACAA Internet Service form to be routed and approved by ACAA. Fiber and conduit leases are also available through ACAA. The cost of the fiber is $0.25 per foot per year and the cost of the conduit is $1.50 per foot per year. A Tenant may request a lease of either of the above by contacting the Business Development Department at ACAA.

PARKING AREAS

All Contractors conducting business either for the Authority or one of its Tenants is required to apply for and obtain a parking pass in the Authority's Contractor Lot. A deposit of $15.00 is required to obtain a pass for this lot and is refundable upon its return to the Authority's parking manager.

APPENDIX B: FILMING AND PHOTOGRAPHY POLICY AND PROCEDURES

The following contains the Filming and Photography Policy and Procedures.

ACAA FILMING AND PHOTOGRAPHY POLICY AND PROCEDURES

1. POLICY

A. The Allegheny County Airport Authority ("ACAA") has established the following policy and procedures for the use of ACAA's airport facilities as a location or background for filming and photography.
B. Filming and photography ("Production Activities") include, but are not limited to, the following:
    - Motion pictures
    - Feature films
    - Television series and shows
    - Documentaries
    - Music video
    - Promotional videos or photography
    - Advertising (television, print, digital)
    - Commercials
    - Films, photography, and videos for sale
    - Stock photography and filming
C. Production Activities are subject to the terms and conditions set forth herein and any applicable federal and state laws, ordinances, rules and regulations.

2. PROCEDURES

A. All requests for filming and photography at the Pittsburgh International Airport ("PIT") are to be submitted to Manager, Terminal and Landside Operations, Dawn Bailey at dbailey@flypittsburgh.com with the attached Application for Filming and Photography ("Application").
B. All requests for filming and photography at the Allegheny County Airport ("AGC") are to be submitted to Vice President, Traci Clark at tclark@flypittsburgh.com with the attached Application.
C. All requests for filming and photography must be accompanied with an Application and must be received no fewer than fourteen (14) business days prior to the commencement of Production Activities at the Airport.
D. All production companies ("Production Companies") other than Exempt Production Companies are required to execute a Location Agreement with the ACAA in the form attached hereto ("Location Agreement") and submit required insurance certificates as set forth below prior to the set-up or commencement of any Production Activities. A security deposit of $10,000 is also required prior to the set-up or commencement of any Production Activities. Exempt Production Companies are Production Companies who have applied for and obtained from the ACAA a partial or full exemption from the fees payable hereunder determined in the sole discretion of the ACAA.

E. Fees: The location fee for all films or photography not otherwise exempt pursuant to Section D above is $500 per hour including the hours utilized for the setting up and tearing down of any Production Activities. There is a minimum of two hours charged for any and all Production Activity.
   i. Accredited journalists working on assignment for their respective employers and students may apply for exemption from the location fee.
   ii. The Production Company is responsible for any and all fines incurred for any breach of security by anyone associated with the Production Company and/or any Production Activities.
   iii. The Production Company is responsible for all employee, fire, and police costs associated with the Production Activities.
   iv. The Production Company is responsible for all cleaning and trash removal costs incurred by the ACAA.
   v. Any costs incurred by ACAA staff to assist the Production Company will be billed to the Production Company after the Production Activities and tear down are complete.

F. Insurance: Production Company shall, at its sole cost and expense, maintain in effect the following insurance coverages at all times during the term of the Location Agreement or any period of time that any preproduction, filming or Production Activities are taking place. Prior to the execution of the Location Agreement, Production Company shall deliver to the Chief Executive Officer certificates setting forth the required insurance with the Allegheny County Airport Authority named as an additional insured. Each policy shall be endorsed provide for thirty (30) days' written notice of termination, cancellation, or material change directed to the Chief Executive Officer (or his/her designee). The following sets forth the required insurance amounts and provisions:

   i. Workers' compensation coverage as required by law.
   ii. Comprehensive/commercial general liability insurance with a combined single limit of liability of ONE MILLION DOLLARS ($1,000,000.00) for bodily injury and property damage.
   iii. Excess/Umbrella liability insurance in the amount of FIVE MILLION DOLLARS ($5,000,000.00).
   iv. Comprehensive automobile liability insurance covering all owned, non-owned and hired motor vehicles with a combined limit of not less than FIVE MILLION DOLLARS ($5,000,000.00) for bodily injury and property damage.
   v. Waiver of subrogation as set forth in the Location Agreement.
   vi. Such other insurance in amounts and containing provisions as the Chief Executive Officer may reasonably, from time to time in his/her discretion, require.
   vii. The Chief Executive Officer (or his/her designee), in his/her discretion, may reasonably modify or waive any of the foregoing requirements, and may approve such deductibles as he/she deems appropriate.

G. The Production Company must submit a script, storyboard, or layout to the ACAA for review and approval at least fourteen (14) business days prior to the commencement of any Production Activities.

H. A mandatory meeting between ACAA and the Production Company is required at least one (1) week prior to any Production Activities.

I. The Production Company must provide ACAA with a detailed schedule at least seven (7) business days prior to any Production Activities. The schedule must include, but is not limited to, details regarding set-up, filming locations, and the scope of each scene including the time frame and the number of individuals and/or extras that will be used in each respective scene.

3. TERMS AND CONDITIONS

A. The Production Company shall keep and maintain the Airport premises used for the Production Activities ("Location Site") in good order. Any alteration of Airport property must be approved by the Chief Executive Officer (or his/her designee) prior to any said alteration. Any areas used by the Production Company shall be returned to their original condition. Any necessary repairs shall be made immediately upon the completion of any Production Activities. The Production Company shall pay all costs of repair or replacement of any Airport property damaged by production operations.

B. The filming or photography of any Airport tenant, including airline or concession areas which identify the corporate name, logos, equipment, premises or personnel of any tenant shall not be permitted without the express written consent of that tenant.

C. ACAA reserves the right to cancel the Location Agreement at any time based on operational or security need. Certain Airport events, such as Airport emergencies, will take immediate priority, and may prompt the ACAA to cease production immediately if public safety and other operational concerns warrant. In the event it halts production, the ACAA shall not be responsible for any damages or losses that may be incurred by the Production Company.

D. Either party may, and without cause, cancel and terminate this permit, upon written notice thereof to the other party setting forth the effective date of such cancellation and termination. If the Production Company cancels the approved Production Activities less than 48 hours prior to the commencement date of the Production Activities, the ACAA will retain 50% of the security deposit.

E. When filming or photography at the Airport's outdoor locations, the Production Company assumes all risks relating to weather. These terms will not be extended nor will the location of the authorized premises be changed due to inclement weather except at the sole discretion of the Chief Executive Office (or his/her designee). Any such extensions may result in additional fees.

F. ACAA reserves the right to deny the use of any footage or photographs that the ACAA deems to be harmful or defamatory to the ACAA, its airports, facilities, employees and/or its customers.

G. No filming or photography may interfere with the integrity or safety of the ongoing operations of the Airport's commerce related activities, or unduly inconvenience the public using ACAA facilities.

H. All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the sole discretion of the Chief Executive Officer (or his/her designee). The time, place and manner of usage/handling shall be reasonably determined by the Chief Executive Officer (or his/her designee).

I. No animals other than professionally trained animals specifically needed for use in the Production Activity shall be allowed on Airport property without prior approval of the Chief Executive Officer (or his/her designee). Approved animals shall be under the supervision, handling and care of a professional trainer/handler at all times.
J. All rules and regulations including, but not limited to, Fire Safety shall be adhered to by the Production Company. ACAA will consult with Fire Department representative regarding the particular filming or photography locations.
K. Smoking (inclusive of electronic cigarettes/vapes) is prohibited in the Airports.
L. All cable shall be flown unless otherwise specified. The approval or non-approval of all electrical power related requests shall be determined by the Chief Executive Officer (or his/her designee). The Production Company may not plug any equipment into the Airport's electrical outlets without prior permission from the Chief Executive Officer (or his/her designee).
M. No person shall drive or walk on the Air Operations Area[1] unless under positive escort or explicit permission is granted by the Chief Executive Officer (or his/her designee).
N. No privately owned vehicles shall be allowed on the Air Operations Area.
O. In the Terminal Area[2], production vehicle curbside loading or unloading shall be limited to 'key' vehicles only. 'Key' vehicles will be determined by the Chief Executive Officer (or his/her designee). These vehicles must be attended at all times, and may remain at the curb only while loading or unloading. The act of loading or unloading must be completed within a reasonable amount of time which will be determined by the Chief Executive Officer (or his/her designee). Production vehicles are not permitted to park at the curb unless permission is granted by the Chief Executive Officer (or his/her designee).
P. The ACAA reserves the right to photograph or videotape Production Activity when any Production Activity is taking place at facilities under its control. The ACAA shall not film, photograph or videotape while the Production Company is filming scenes without the permission of the Production Company.
Q. The filming, photographing, or videotaping of the security screening areas or in the security screening areas is prohibited unless approval is granted by the Transportation Security Administration with concurrence from the ACAA.
R. The use of Airport equipment, electricity, water, and property (including but not limited to escalators, baggage, carousels) is prohibited without prior permission from the Authority.
S. The Production Company's directional signage placed along route to and from production location must be removed upon completion of any Production Activities.
T. The Production Company, including all employees, casts, crews, and all individuals associated with the Production Activities are required to be familiar with and obey the rules contained herein and must comply with the Airport security requirements in effect at the time of Production Activities.
U. Cooperation shall be given to all governmental entities.
V. Production Company agrees to credit the ACAA in the film or photography as follows: "PRODUCTION ASSISTANCE PROVIDED BY THE ALLEGHENY COUNTY AIRPORT AUTHORITY AT THE PITTSBURGH INTERNATIONAL AIRPORT [or THE ALLEGHENY COUNTY AIRPORT]."

4. SECURITY PROCEDURES AND AIRSIDE REQUIREMENTS

A. Requests for Sterile Area Pass (SAP) to the Airside Terminal must be made two (2) business days prior to any Production Activities. The fee for vetting is $25.00 per person, payable in advance. Full names and birthdates must be submitted in an Excel spreadsheet format as follows:

Last Name First Name Middle DOB

B. No requested names for SAP approval will be accepted outside of the two (2) business day deadline.
C. Vehicles requiring access to Airside will do so through the West Gate. All vehicles will be searched by the police and escorted Airside by ACAA personnel. Drivers who need to go into the Terminal need to pick up a SAP pass before going to the West Gate.
D. All vehicles must be staged within a fenced-in area while parked on the Airside Ramp. Production Company will pay all costs associated with the installation and removal of the fence.
E. Airport Security will require police officers to be posted inside the fence and at unarmed doors. The Production Company will bear all costs for the police.
F. For larger groups, ACAA can make arrangements with the TSA to open the Alternate Security Checkpoint provided that the Production Company has given at least five (5) days' notice.
G. All weapons, ammunition, explosives, and threatening props must be approved and checked by Airport management and appropriate police and/or fire officials before they will be allowed on Airport property.

5. RECOMMENDED AIRPORT SHOOTING LOCATIONS

A. PIT Locations
    i. Landside Terminal
        1. Vacant Baggage Claim area on North end
        2. Ticketing Level at North end of terminal
    ii. Airside Terminal
        1. Closed portion of Concourse B
B. AGC Locations
    i. Any vacant hangar or ramp area; Additional rental space areas

All locations require prior approval of ACAA.

6. CATERING OPTIONS

A. PIT AND AGC LOCATIONS
    i. Landside Terminal
        1. Private Catering in base camp or at shoot location if possible.

ii. Airside Terminal
    1. Fraport (concessions and retail) gift certificates
    2. Box Lunches from Sky Chefs or a Fraport Restaurant
    3. Private catering in a restaurant after hours only
    4. If filming in the closed portion of Concourse B, may use private Catering

Note: Allegheny County Fire Code prohibits open flame cooking in the Airside Terminal and on the Airside Ramp.

7. PARKING AND BASE CAMP

A. PIT Airport
    i. For periods of up to, and including 14 consecutive days

    Parking and base camp locations will be assigned depending on availability in the Extended Term Lot and will be paid for by the Production Company. Daily charges will apply for cars. Large tractor trailer trucks will be charged double the daily rate.
    ii. Time periods longer than 14 days will be negotiated.

B. AGC Airport
    i. Main parking lot

APPLICATION FOR FILMING AND PHOTOGRAPHY

Date of Application:

Production Company:

Mailing Address:

Contact Person:

Work Phone
Cell Phone
Fax
Email

Filming or Photography at (Circle): Pittsburgh International Airport Allegheny County Airport

Type of Filming or Photography (Circle):

Still photography Documentary Television or Motion Picture Commercial/Advertisement

Other (specify) _____

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1. **Production Name:**
2. **General Theme of the Project**:
3. **Describe in detail the proposed activities to be filmed/photographed:**
4. **Requested dates/times (including set-up and clean-up) and proposed locations on airport property:**
5. **Number of participants including crew, cast, and extras:**
6. **List all equipment and vehicles to be used during shoot and vehicle parking requirements:**
7. **List any special requirements including electricity and security:**
8. **Describe the arrangements that been made with any air carrier or tenant for use of its premises, equipment, brand name or personnel:**
9. **Name, phone number, and email address for the representative in each tenant company with whom the arrangements or agreements have been made:**

LOCATION AGREEMENT

MADE AND ENTERED into this _____ day of _____, 2020 by and between the Allegheny County Airport Authority, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "Authority"

A

N

D

_____ at _____,
hereinafter referred to as "Production Company";

WITNESSETH:

WHEREAS, Production Company desires to use the premises known as the [Pittsburgh International Airport] or [Allegheny County Airport], hereinafter referred to as "Site", for the purpose of filming _____, hereinafter referred to as "the Picture"; and

WHEREAS, the Authority is willing to make the Site available for those purposes;

NOW, THEREFORE, Authority and Production Company, in consideration of the mutual terms and conditions contained herein, hereto agree to be legally bound as follows:

1. All permits shall be issued by the Chief Executive Officer or his/her designee, (hereinafter collectively referred to as "Chief Executive Officer") subject however, to the right of the Chief Executive Officer, to reasonably specify in consultation with Production Company which facilities/locations may be used, the hours during which the facilities/locations may be used, and to impose such conditions in each instance as are necessary to ensure that the operations approved as specified herein shall not interfere with the integrity of the ongoing operations of aviation commerce, related activities or the safety of such operations, nor unduly inconvenience the public using the terminal facilities. Notwithstanding the foregoing, Production Company's use of the [Pittsburgh International Airport (hereinafter referred to as "PIT")], shall take place at the dates and times to be agreed upon by the parties pursuant to good faith negotiations. The Authority acknowledges and agrees that it will undertake to make good faith efforts, consistent with its business necessities and security considerations, to provide Production Company with access to the locations at PIT requested by Production Company, provided these locations of the Authority property are available for the requested dates and times. To the extent it is unable to do so at any particular time, the Authority shall endeavor to notify Production Company on a timely basis if it is unable to provide Production Company with such access with sufficient notice to Production Company to enable it to make other arrangements for a particular shoot or episode. The Authority acknowledges and understands that Production Company has relied on this assurance of access in order to film their particular production project (hereinafter referred to as "Picture"). The Authority shall not withdraw or withhold such access or withhold any permit other than on emergency or security based grounds, or the Authority's sole discretion for an uncured material breach of this Agreement. This Agreement does not grant Production Company the right to photograph or use any logos and/or verbiage owned by any third parties located at the Site in connection with this production.

2. Permits must be obtained by airport tenants (Airlines, Fixed Base Operators, Concessionaires, etc.) for all film/photographic/video production work being conducted on property leased at the Airport under the control and jurisdiction of the Authority. Copies must be provided to the Authority prior to commencement of filming.

3. Production Company agrees that production activities shall not disrupt ongoing airport/airline operations. Should production activities cause the disruption of airport or airline operations, the Authority has the right to suspend or terminate Production Company's access to Site, provided that the Authority first provides Production Company notice of and a reasonable opportunity to cure any such disruptive activity. Notice and opportunity to cure will not be required, however, where the Authority determines there is a risk of immediate harm, jeopardy to safety of passengers or interference with airport operations.

4. Production Company will be responsible for all production persons in attendance on Production Company's authorization at the Airport filming location. The term 'Production Persons' shall be defined as including, but not limited to the following: executive Production Company, Production Company, director, assistant director, all crew members, cast, agents, contractors, subcontractors, clients and invitees of the Production Company.

5. Production Persons must strictly confine themselves to the designated areas of the Site set forth in Paragraph 6 which areas have been approved for production related activities.

6. Designated areas of the Site include _____.

7. Authority acknowledges that Production Company has provided script pages to the Authority and the Authority approves the script pages for Production Company's filming activities. The Authority agrees that it does not have the right to any creative control over the content of the Picture or any advertising or promotion for the Picture.

8. The Authority hereby grants permission to bring and utilize thereon; personal property, materials and equipment, including but not limited to props and temporary sets, and the unlimited right to exhibit in perpetuity any and all scenes photographed or recorded at and of the Site throughout the world and in all media now known or unknown, in connection with the Picture and any exhibition, advertising and exploitation thereof and the right to refer to the Site or any part thereof by an fictitious name, and the right to attribute any fictitious events occurring on the Site. The Authority hereby acknowledges that Production Company shall be the sole and exclusive owner of all rights of whatever nature, including all copyright in all films, photographs and recordings made of or on said Site.

9. The Authority warrants, that it is fully authorized to enter into this Agreement and has the right to grant Production Company the use of said premises and each and all of the rights herein granted.

10. Production Company has submitted to the Authority a schedule to film at the Site. Preparation of the Site is scheduled to commence on _____ and all filming and breakdown shall conclude on _____.

11. Production Company agrees to remit payment to the Authority for cost recovery fees at $1,000.00 per diem; including set up and tear down days.

12. If required, Production Company agrees to remit payment to the Authority for the cost of County Police Officers, designated for Airport security during filming throughout the Site at a cost of $_____ per hour per Officer.

13. Production Company agrees to remit payment to the Authority for the cost of Authority Electricians designated to this project at a cost of $____ per hour per Electrician.

14. Production Company agrees to remit a security deposit in the amount of $500 to Grant Oliver Corporation for the use of a portion of the Extended Parking Lot by cast, crew, extras and base camp vehicles for the duration of the project at the Site. Production Company will be billed for parking at the rate of $8/day for vehicles, $16/day for trucks and trailers between 20 ft. to 40 ft., and trucks and trailers over 40 Ft. $26/day.

15. Production Company agrees to remit payment in the amount of $_____ in the form of a cashier's check made payable to the Allegheny County Airport Authority, pursuant to the above referenced, will be remitted along with a signed copy of this Agreement prior to _____. This amount is an estimate inclusive of the cost recovery fee. Production Company will be billed for actual costs within 15 days after shooting completes and agrees to remit actual costs incurred by the Production Company in the form of a cashier's check no later than 30 days after shooting is complete. In the event of termination prior to completion of the Picture, the Authority will refund any unused portion of the estimated payment referred to above.

16. The Production Company shall, at its sole cost and expense maintain in effect the following insurance coverages at all times during the term of the Agreement, and prior to the execution of this Agreement, shall deliver to the Authority certificates setting forth required insurance. ***The Authority and its Board of Directors and the County of Allegheny shall be named as additional insured to each policy excluding workers compensation and professional liability coverage***. Additional Insured coverage on the Production Company's General Liability policy will apply to both Premises/Operations and Products/Completed Operations. Additionally, Production Company's General Liability policy will be endorsed to be primary with respects to The Authority's liability coverage and Production Company acknowledges that The Authority's liability coverage will be non-contributory with the Production Company's General Liability policy in the event of a loss. Production Company will disclose any policies wherein they are self-insured.

A. Workers' compensation coverage as required by law and employer's liability coverage ($1,000,000/$1,000,000/$1,000,000).

B. Commercial general liability insurance with a combined single limit of liability of ONE MILLION DOLLARS ($1,000,000) for bodily injury and property damage. ***The policy must be written on an Occurrence form***

C. Automobile Liability insurance covering all owned, non-owned and hired motor vehicles with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) for bodily injury and property damage.

D. The Production Company shall provide evidence of professional liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000).

17. Cancellations or changes in production starting times which are made within twenty four (24) hours of the scheduled production date will cause the Production Company to be charged for Airport personnel and County Police assigned for the day of production in question.

18. The determination as to the necessity of the use of personnel of the Authority and the County Police shall rest with the Chief Executive Officer, whose decision shall be made reasonably and shall be final and conclusive.

19. If activity is to be conducted in a security identification display area or sterile area of the Airport, Production Company must meet current Federal Aviation Administration, Transportation Security Administration and Airport security requirements.

20. Production Company agrees that all cast, crew, extras, etc. are to be vetted against the Federal No-Fly List for Airside Terminal Access. The cost for vetting is $5.00 per person and will be billed upon completion of the production. Any individual not cleared via this process will denied access to the site for filming.

21. Each Production Person shall provide photo identification and submit to personal search if asked to do so by the Chief Executive Officer acting within applicable federal, state, and/or municipal statutes, codes, ordinances, and/or guidelines.

22. All Production Persons are required to wear badges for identification purposes when not acting in a scene. These badges must be made by the Production Company and comply with specifications including but not limited to those of size, color, material, etc., to be determined by the Chief Executive Officer or his/her designee.

23. Production activity involving special effects, stunts, props, property use and facility involving cast or other Production Persons, shall be kept away from public view at the discretion of the Chief Executive Officer.

24. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Chief Executive Officer. Such permission shall not be unreasonably withheld. Handling, usage and storage shall be determined by the Chief Executive Officer.

25. All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the sole discretion of the Chief Executive Officer. The time, place and manner of usage/handling shall be reasonably determined by the Chief Executive Officer**.**

26. No animals, other than professionally trained animals specifically needed for use in the picture shall be allowed on Airport property without prior approval of the Chief Executive Officer. Approved animals shall be under the supervision, handling and care of a professional trainer/handler at all times.

27. All rules and regulations including, but not limited to, Fire Safety shall be adhered to by Production Company. Authority will consult with Fire Department representative regarding the particular filming locations.

28. Smoking (inclusive of electronic cigarettes/vapes) is prohibited in any Authority owned building and all restricted areas. Restricted areas include the Air Operations Area which will be accessed for this picture.

29. All cable shall be flown unless otherwise specified. The approval or non-approval of all electrical power related requests shall be determined by the Chief Executive Officer. Production Company may not plug any equipment into the Authority's electrical outlets without prior permission from the Chief Executive Officer.

30. No person shall drive or walk on the Air Operations Area unless under positive escort or explicit permission is granted by the Chief Executive Officer.

31. No privately owned vehicles shall be allowed on the Air Operations Area.

32. In the Terminal Area, production vehicle curbside loading or unloading shall be limited to 'key' vehicles only. 'Key' vehicles will be determined by the Chief Executive Officer. These vehicles must be attended at all times, and may remain at the curb only while loading or unloading. The act of loading or unloading must be completed within a reasonable amount of time, which will be determined by the Chief Executive Officer. Production vehicles are not permitted to park at the curb unless permission is granted by the Chief Executive Officer.

33. The Authority reserves the right to photograph or videotape production activity when the activity is taking place at facilities under its control. The Authority shall not film, photograph or videotape while the Production Company is filming scenes without the permission of the Production Company.

34. The filming, photographing, or videotaping of the security screening areas or in the security screening areas is prohibited unless approval is granted by the Transportation Security Administration with concurrence from the Authority.

35. The Authority acknowledges and agrees that (i) all rights of every kind in and to all photography and sound recordings made pursuant to the terms and conditions of this Agreement, which may include the lighted columns, designation signs, directional signs, and/or welcoming signs on or about Airport that are owned by the Authority shall be solely owned throughout the universe in perpetuity by Production Company and its licensees, successor and assigns ("Successors") for all purposes and uses in Production Company's sole discretion (subject to Paragraph 47 below), including, without limitation, the use in connection with the production, distribution, exploitation, marketing, sale, exhibition, advertising or promotion of the Picture and any and all derivative works, allied, ancillary and/or subsidiary rights thereof and other productions, in any and all media whatsoever, whether now known or as hereafter devised and/or developed; (ii) neither the Authority nor any tenant or other party now or hereafter having an interest in the Airport, nor any party claiming through or under any of the foregoing, shall have any interest or claim in any such rights and neither the Authority nor any tenant or other party now or hereafter having an interest in the Airport shall have any right of action, including without limitation any right to injunctive relief, against Production Company, the Picture (including but not limited to the production, distribution, exhibition, and promotion thereof) and/or any other party arising out of any use or non-use of the results created hereunder. Provided, however, that the forgoing does not constitute a waiver or relinquishment of the Authority's ownership in and to the trademarks or copyrights which may appear in the Picture.

36. Any alteration, relocation or removal of Airport property, i.e., painting, carpeting, set dressing, shall be done only with the permission of and under the supervision and direction of the Chief Executive Officer. Production Company shall leave the Site in as good condition as when received by it, reasonable wear and tear excepted, and shall remove all of its sets, structures, equipment, and material from the Site within the aforesaid time allocated for cleanup, repair and restoration.

37. Production Company and Authority agree to jointly inspect the Site prior to and following Production Company's use, noting in writing all existing damage, if any. Authority agrees to submit to Production Company, in writing, within seven (7) days of Production Company vacating the Site (and within seven (7) days of completion of any additional use by Production Company of the Site, if at all), a detailed list of all claimed property damage for which Production Company is responsible. Authority shall permit Production Company's representative to inspect such damage. In the event that any actual and verifiable damage to the Site is caused directly by Production Company's use of the Site, Production Company agrees to pay for all necessary repairs. Production Company may do a walk through inspection, accompanied by Authority staff, to confirm any damage claimed by the Authority.

38 The use of Airport equipment, electricity, water, and property (other than structures) including, but not limited to, escalators, baggage carousels, is prohibited without prior permission from the Authority.

39. All Production Persons are required to be familiar with and obey the rules contained herein. Additionally, said Production Persons shall comply with the Airport security requirements in effect at the time of production.

40. Cooperation shall be given to all governmental entities.

41. The Production Company agrees to credit the ACAA in the film or photography as follows: "PRODUCTION ASSISTANCE PROVIDED BY THE ALLEGHENY COUNTY AIRPORT AUTHORITY AT THE PITTSBURGH INTERNATIONAL AIRPORT [or THE ALLEGHENY COUNTY AIRPORT]."

42. Production Company shall keep and hold the County of Allegheny, the Authority, its Board of Directors, its officers, agents, and employees (the "Indemnitees") free and harmless from any and all third party liability, costs, damage or expense (including cost of suit and reasonable attorney's fees) ("Claims") claimed by anyone by reason of death or injury to any person, or for damage to any property, sustained in, on or about the Airport arising out of Production Company's activities therein or thereon; and shall further· hold the County of Allegheny, the Authority, its Board of Directors, its officers, agents or employees free and harmless from any claim or claims for death, injury, and/or damage to the person or property of the Production Company, its officers, agents or employees arising out of Production Company's activities on the Airport. Production Company shall not be held liable for any Claims resulting from Indemnitee's breach, negligence or willful misconduct.

43. This Agreement may be terminated by the Chief Executive Officer or his/her designee, for cause for failure to comply with the material conditions, procedures and policies set forth in this Agreement and the ACAA Filming and Photography Policy and Procedures, provided that the Chief Executive Officer provide Production Company notice of and a reasonable opportunity to cure any material breach. For the avoidance of doubt, none of Production Company's rights in and to its photography or sound recording shall be affected or impaired by an event of termination. In the case of any failure to comply

that does not pose a threat to the safety or security of the Airport, or of disrupting its activities, or of violating FAA or other federal, state or municipal statues and/or codes, the Chief Executive Officer may halt the production until the infraction of rules and regulations regarding conditions, procedures and policies stated in this Permit document is corrected. Either party may, and without cause, cancel and terminate this Agreement, upon written notice thereof to the other party setting forth the effective date of such cancellation and termination. If the Production Company cancels this Agreement and the approved production activities less than 48 hours prior to the commencement date of the production activities, the Authority will retain 50% of the security deposit.

44. The breach, revocation, voiding, and/or cancellation of this Agreement shall not affect Production Company's rights under this paragraph with respect to photographs, films, and/or recordings already made. The Authority acknowledges and agrees that scenes filmed at Airport for use in the Picture may or may not be identified within the Picture as taking place at the Pittsburgh International Airport. In the event of any breach of this Agreement by Production Company, the Authority may not enjoin, prevent or delay Production Company's production or exploitation of the Picture, or the exercise of the rights granted to Production Company hereunder, and without limiting the foregoing, the Authority waives the right to seek or obtain injunctive or other equitable relief.

45. If any provision of this Agreement is determined to be void by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other remaining provisions shall remain in full force and effect.

46. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements of this nature. Jurisdiction and venue shall lie in the appropriate U.S Federal or Common Pleas Court located in the County of Allegheny and both parties submit to such jurisdiction and venue. The prevailing party in any action to enforce its rights under this Agreement shall be entitled to costs of suit and reasonable outside attorneys' fees and costs.

47. Production Company agrees that to the best of Production Company's knowledge, there shall be no intentional discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in any contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Further, Production Company or any person claiming under or through Production Company shall not intentionally establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees.

48. Motion picture films, television productions, and video tapes made under agreement with Authority shall not be reused or released for reuse for other productions which would create a negative image for the Authority and/or Pittsburgh International Airport [or Allegheny County Airport]. For the avoidance of doubt Production Company may re-use the photography and sound recordings (or any part thereof) made by Production Company hereunder in any and all formats, media and/or manner now known or hereafter devised in connection with the exhibition, advertising, and exploitation of the Picture or any sequel or prequel to the Picture.

49. Production Company may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity which is owned by, or under common control of, Licensee. This agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement and the Authority's rights and obligations hereunder may not be assigned by the Authority. This agreement may only be altered by both parties signing an additional agreement amending its terms.

50. The Authority's sole remedy for Production Company's default shall be limited to the recovery of monetary damages only, and in no event shall any of the rights acquired or to be acquired by Production Company be affected or impaired. For the avoidance of doubt, in no event shall the Authority have the right to enjoin the development, production, distribution, or exploitation of the Picture.

IN WITNESS WHEREOF this Agreement is duly executed on the day and year first above written, by the parties hereto, intending themselves to be legally bound hereby.

WITNESS:

_____ _____

BY _____

TITLE _____

ATTEST: ALLEGHENY COUNTY
AIRPORT AUTHORITY

_____ _____
Christina A. Cassotis
Chief Executive Officer

APPROVED:

_____
Eric Sprys
Executive Vice President & Chief Financial Officer
Allegheny County Airport Authority

The persons signing this agreement by doing so represent respectively that they are fully authorized to sign this agreement on behalf of the Authority and Production Company, as set forth above.

This Agreement is entered into pursuant to Authorization duly given by the Chief Executive Officer on _____ at Administrative Action _____.

APPENDIX C: CARGO III COMPLEX RAMP PREFERENTIAL USE PLAN

The following contains the Cargo III Complex Ramp Preferential Use Plan.



ALLEGHENY COUNTY
AIRPORT AUTHORITY

PITTSBURGH INTERNATIONAL AIRPORT
CARGO III COMPLEX
RAMP PREFERENTIAL USE PLAN

APPENDIX C: CARGO III COMPLEX RAMP PREFERENTIAL USE PLAN

ARTICLE I - GENERAL

A. **Purpose.** The Allegheny County Airport Authority (the "Authority") makes available certain areas of the Cargo III Complex for aircraft and vehicle parking to tenants and subtenants of the Cargo III Building, as well as other airport users, subject to the Authority Rules and Regulations providing for its safe and efficient utilization. This Cargo III Complex Preferential Use Plan ("Plan") sets forth the Authority's policies and procedures with respect to the assignment and coordination of Cargo III Complex tenants and subtenants' preferential use rights in the Cargo III Complex, and the use thereof by the Authority or other entities on a non-preferential use basis, in order to maximize the capacity of and ensure the efficient use of the Authority's limited resources.

B. **Cancellation.** This Plan cancels and supersedes the Allegheny County Department of Aviation Preferential Use Plan for Certain Areas of the Cargo III Complex promulgated Dec. 1, 1988.

C. **Definitions.** As used in this Plan, the following terms shall have the meaning set forth below:

1. "Apron Area" shall mean the aircraft parking area of the Preferential Use Area.

2. "Airport" shall mean the Pittsburgh International Airport (PIT).

3. "Authority" shall mean the Allegheny County Airport Authority.

4. "Building Manager" shall mean the entity authorized by the Authority by express written agreement to manage the Cargo III Building

5. "Cargo III Building" shall mean the Cargo III Building located at the Airport, and does not include adjacent vehicle or aircraft apron area.

6. "Common Use Carrier" shall mean an air carrier or other entity other than a Preferential Use Carrier authorized by the Authority to use the Preferential Use Area in accordance with the policies and procedures set forth by this Plan.

7. "Plan" shall mean this Cargo III Complex Preferential Use Plan promulgated by the Authority and set forth as an Appendix to the Authority Rules and Regulations.

8. "Preferential Use Area" shall mean the motor vehicle parking and aircraft apron areas adjacent to the Cargo III Building, which were constructed by the Authority and/or its predecessors with financial assistance from the Federal Aviation Administration, as depicted in Attachment 1 to this Plan.

9. "Preferential Use Carrier" shall mean an air carrier or other entity granted preferential use rights in the Preferential Use Area by the Authority or delegated entity.

10. "Vehicle Parking Area" shall mean the vehicle parking lot facility portion of the Preferential Use Area.

ARTICLE II – AIRCRAFT PARKING

A. **Preferential Use Rights.** A Preferential Use Carrier shall have the right to schedule flight activity on the Apron Area in accordance with the provisions of this Plan, subject to the Authority's approval.

B. **Apron Utilization Plan.** Each Preferential Use Carrier shall submit an apron utilization plan no later than thirty (30) days prior to the first of each calendar month containing the following:

1. The proposed position of aircraft within the Apron Area;

2. The type of aircraft which the Preferential Use Carrier proposes to utilize;

3. The placement of any temporary or permanent building extensions or unloading devices utilized by the Preferential Use Carrier to unload the aircraft and to facilitate the movement of air cargo packages and/or material to and from Cargo Building III;

4. The schedule for which the Apron Area would be utilized for the aircraft and the facilities or devices as referenced above;

5. The type, makeup, and inventory of ground service equipment necessary to service the aircraft and the move of air cargo between Cargo Building III and the aircraft.

C. **Failure to Submit Apron Utilization Plan.** A Preferential Use Carrier that does not timely submit an apron utilization plan in accordance with Article II.B shall not enjoy preferential use rights in the Apron Area for the month that would have been covered by such plan.

D. **Coordination.** The Authority and the Preferential Use Carriers will meet, as needed, to review the consolidated schedule as informed by the submitted apron utilization plans to resolve any Schedule Conflicts. For the purpose of this Plan, a "Schedule Conflict" shall be defined as a

scheduled flight which overlaps another or where there is less than sixty (60) minutes between an arrival and departure. If the Preferential Use Carriers are unable to resolve the Schedule Conflict voluntarily, the Authority will determine the approved schedule based on the following escalation of priority:

1. The maximum apron occupancy period by a Preferential Use Carrier is five (5) hours.

2. A Preferential Use Carrier that does not propose a change in its schedule shall receive priority over a new entrant Preferential Use Carrier or one which has submitted a change in its apron utilization plan from the prior month.

3. The Preferential Use Carrier with the least number of aircraft using the Apron Area at the time of the Schedule Conflict shall receive priority over other Preferential Use Carriers.

4. The Preferential Use Carrier with the earlier original date of occupancy in the Cargo III Building will receive priority over another Preferential Use Carrier.

E. **Schedule Changes.** If a Preferential Use Carrier plans a schedule change impacting its apron utilization plan for other than the first of the month, the Preferential Use Carrier shall submit such change to the Authority prior to twenty (20) days before its effective date. The Authority shall approve such change if it does not result in a Schedule Conflict.

F. **Off-Schedule Operations.** Scheduled flights operating on time shall have priority use of parking space previously scheduled for their use. Off-Schedule operations may utilize any available parking position subject to the on-schedule operations of another Preferential Use Carrier. Should all parking positions be occupied at the time when the majority of operations are off-schedule arrival, the next available parking position shall be assigned by order of arrival, except that any one Preferential Use Carrier may choose any of its arrivals over another.

G. **Common Use of the Apron Area.** The Authority may use, or grant Common Use Carriers the right to use, the Apron Area, provided that any parking position utilized by the Authority or Common Use Carriers is vacated at least 40 minutes before the next scheduled use by a Preferential Use Carrier. The Authority may require a Preferential Use Carrier to vacate a parking position to an area identified by the Authority in order to accommodate a Common Use Carriers' operation only if the Preferential Use Carrier's aircraft has been parked, or is scheduled to be parked, in excess of five (5) hours.

H. **Managing Conflicts.** Every reasonable effort will be made by the Authority to permit an aircraft and associated ground service equipment once in place to remain. However, there may be circumstances that arise where a carrier (or ground handler) occupies a parking space outside of the rules outlined herein, or which require moving an aircraft off of a parking space to allow another operation, or relocating an aircraft from one space to another, all within the general spirit and intent of these procedures. Should this occur, the Authority will notify the affected carrier (or ground handler) as soon as it becomes aware of the action or need, and no less than thirty (30) minutes before the time such action is required. Should a carrier (or ground handler) fail to make a good faith effort to move the aircraft and/or ground service equipment within the time specified by the Authority, it will be subject to a fine of $100.00 for each successive 10-minute period or fraction thereof beyond the specified time until such time that the aircraft and/or ground service equipment is moved as directed by the Authority.

I. **Placement of Ground Service Equipment.** Preferential Use Carriers shall ensure that the parking and storage of ground service equipment identified in the apron utilization plan is confined to the areas designated therein. It is the responsibility of a Preferential Use Carrier or authorized ground handler to move their ground service equipment when not in use to accommodate an operation authorized by the Authority.

J. **Unauthorized Use**. No person (other than the Authority) may make use of the Apron Area except as a Preferential Use Carrier or Common Use Carrier as provided by this Plan. Persons making unauthorized use of the Apron Area will be assessed a fine of $1,000.00 for each occurrence, in addition to any fines assessed pursuant to Paragraph H of this Article.

Article III – Vehicle Parking

A. **Preferential Use Rights.** A Preferential Use Carrier shall have priority use of the Vehicle Parking Area in accordance with the provisions of this Plan, subject to the Authority's approval.

B. **Vehicle Parking Plan.** Within thirty (30) days of the execution of a lease or sublease with the Building Manager for space within the Cargo III Building, a Preferential Use Carrier or its designated ground handler shall submit a vehicle parking plan containing the following:

1. The proposed positioning of vehicles within the Vehicle Parking Area;

2. An inventory of the type of vehicles which the Preferential Use Carrier proposes to utilize within the Vehicle Parking Area; and

3. The time schedule for which the Vehicle Parking Area would be utilized.

C. **Updates to Vehicle Parking Plan.** A Preferential Use Carrier shall submit an update to its Vehicle Parking Plan every six (6) consecutive months after the submittal of the initial Vehicle Parking Plan. In lieu of an update, the Preferential Use Carrier may certify that there are no material changes to the information supplied with the last submitted Vehicle Parking Plan.

D. **Coordination.** The Authority and the Preferential Use Carriers will meet, as required, to review the proposed utilization schedules and resolve any conflict. The Authority shall have the final authority to equitably reconcile any conflict that the Preferential Use Carriers cannot voluntarily resolve.

E. **Use by Others.** The Authority reserves the right to use, or grant others the right to use, the Vehicle Parking Area without prior notice, provided that such use would not interfere with any Preferential Use Carriers' approved Vehicle Parking Plan.

Article IV – Miscellaneous

A. **Fines.** All fines assessed under this Plan shall be subject to the Notice of Violation and appeal procedures established by Article XIV of the Authority's Rules and Regulations.

B. **Exclusive Rights.** The Preferential Use Area has been constructed with the partial utilization of federal funds awarded through the Federal Aviation Administration. Pursuant to the covenants agreed to and executed by the Authority and/or its predecessors in the applicable grant agreements and other sources of federal law, no exclusive rights within the meaning of Section 308 of Federal Aviation Act shall be granted in the Preferential Use Area.

C. **Amendments.** The Authority may amend this Plan at any time and for any reason after consulting with all Preferential Use Carriers, and on not less than thirty (30) days written notice thereto.

D. **Rights in the Cargo III Building**. Nothing in this Plan is intended to effect the rights of the Building Manager with respect to its management of the Cargo III Building or those rights assigned by the Building Manager to tenants or subtenants of the Cargo III Building.

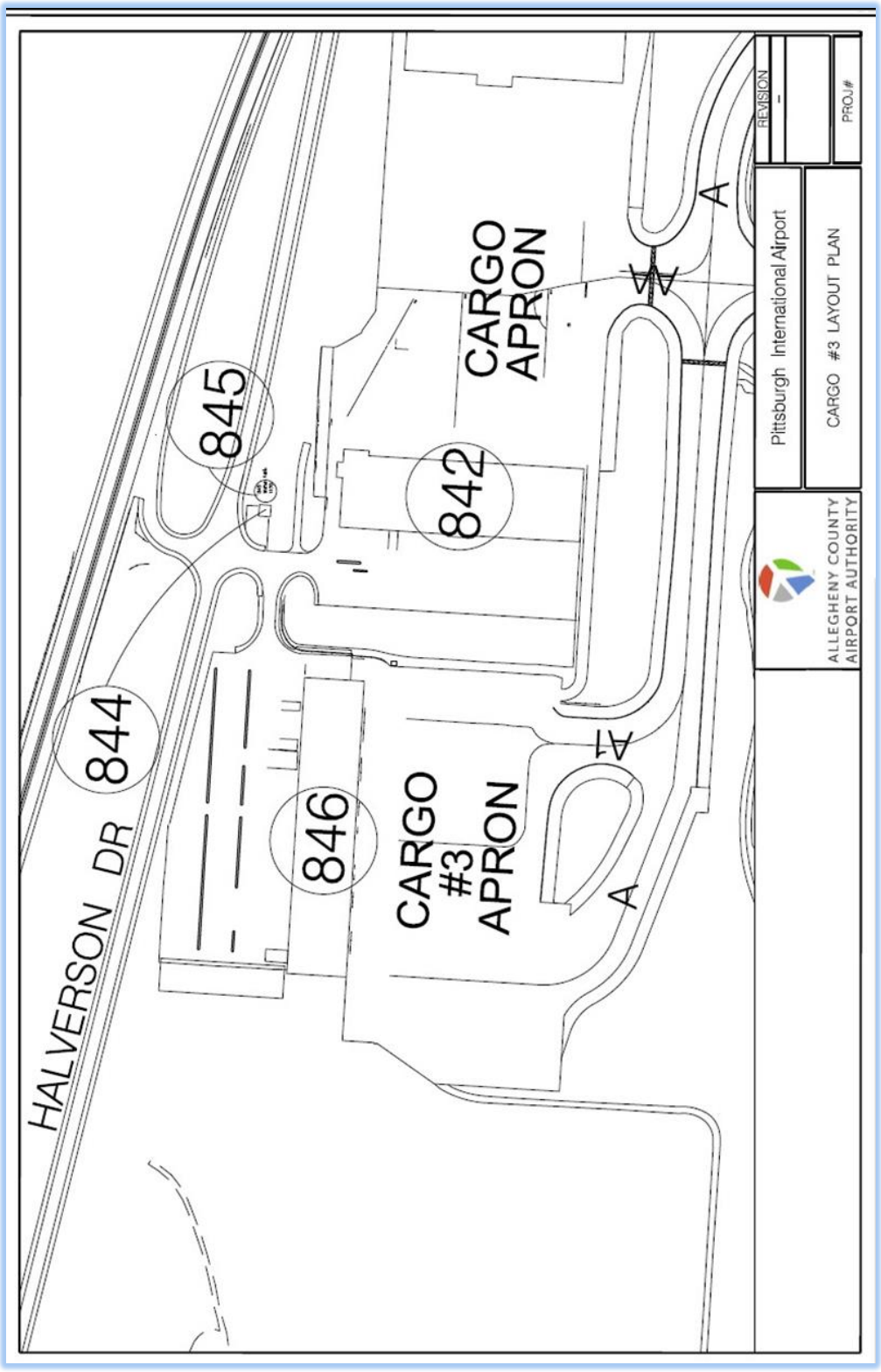
E. **Subordination.** The Plan shall at all times be subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport ("Grant Assurances"). In the event that the Plan, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to unilaterally amend, alter or otherwise modify the Plan in order to resolve such conflict or violation.

Adopted by the Allegheny County Airport Authority this_____day of_, 2020.

DocuSigned by:
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Christina A. Cassotis, Chief Executive Officer
Allegheny County Airport Authority

Attachment 1



APPENDIX D: SECURITY VIOLATION PROGRAM

The following contains the Security Violation Program.



ALLEGHENY COUNTY
AIRPORT AUTHORITY

PITTSBURGH INTERNATIONAL AIRPORT
SECURITY VIOLATION PROGRAM

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INTRODUCTION

The Security Violation Program is to ensure continuous security awareness and compliance with the Pittsburgh International Airport's Security Program (ASP). The Security Violation Program sets forth proper procedures for Restricted Areas, the Security Identification Display Area (SIDA), Secured Areas, Sterile Areas, and the Air Operations Area (AOA) of Pittsburgh International Airport (PIT).

SCOPE

The Security Violation Program applies to all badged employees at PIT, visitors being escorted at PIT, or any Sterile Area Pass (SAP) holder.
The Security Violation Program addresses non-compliance with the ASP at PIT. This includes any badged employee and/or company. The security violations mentioned here should not be viewed as an extensive or complete list of security violations. The Allegheny County Airport Authority (ACAA) reserves the right to modify this list at any time.
Any individual with a PIT ID badge or any company working at, in or around PIT agrees to abide by the rules and regulations of the ACAA, TSA, FAA, and state and local authorities.

DEFINITIONS

a. 49 CFR Chapter XII - Transportation Security Administration (TSA) rules governing civil aviation security. This includes Part 1500 through Part 1699. Subchapter A contains administrative and procedural rules; Subchapter B contains security rules for all modes of transportation; and Subchapter C contains rules for civil aviation security.

b. Airport Identification Badge - The form of identification issued to individuals by the ACAA. The PIT Identification Badge (PIT ID) consists of a plastic stock material containing information regarding the individual to whom the badge has been issued, along with a photo of the individual, clearly denoting authorized areas of access and date of expiration. The PIT ID badge is programmable to the operational needs of the badge holder.

c. Airport Security Coordinator (ASC) – ACAA’s primary and immediate contact for security-related activities and communications with the TSA.

d. Airport Security Program (ASP) - An airport operator's security program approved by the TSA under Part 1542.101. The ASP is regulatory and approved by TSA. The ASP must be strictly followed.

e. Challenge Procedure - Asking, in a non-threatening manner, the authority or purpose of an unescorted individual who is not wearing or displaying airport approved identification in the AOA or SIDA/Secured Areas of the airport by directly requesting such individual to display airport-approved identification. Challenging is expected from all PIT ID badge holders when in an AOA or Secured/SIDA area.

f. Escort - A properly badged individual, with unescorted access authority, who accompanies or monitors the activities of an individual who does not have unescorted access authority into or within the AOA and SIDA/Secured Areas.

g. Air Operations Area (AOA) - The portion of the airport, specified in the ASP, in which measures specified in CFR Parts 1540 and 1542 are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramp safety areas, along with general aviation areas for use by aircraft operators regulated under CFR Parts 1544 or 1546. This includes adjacent areas that are not separated by adequate security systems, measures, or procedures. This area does not include the Secured Areas of the airport.

h. Secured Area - A portion of an airport, specified in the ASP, in which certain security measures specified in Part 1542 are carried out. This area is where aircraft operators and foreign air carriers that have a security program under Parts 1544 or 1546 enplane and deplane passengers and sort and load baggage. This is separate from the AOA of the airport. This is viewed as the most important part of the airport.

i. Security Identification Display Area (SIDA) - A portion of the airport, specified in the ASP, in which security measures specified in Part 1542 are carried out. The areas identified in this program require each individual to continuously display on their outermost garment, above the waist, an airport-approved identification medium unless under an airport-approved escort. The SIDA includes the Secured Areas and any area in which a PIT ID is used to gain access through use of a card reader.

j. Sterile Area - A portion of the airport defined in the ASP that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA, or by an aircraft operator under Part 1544 or a foreign air carrier under Part 1546, through the screening of individuals. This includes the Airside Terminal including the shopping areas and boarding gate areas.

k. Unescorted Access - The authority granted to individuals by an airport operator, aircraft operator, foreign air carrier, or airport tenant authorized under Parts 1542, 1544 or 1546 to gain entry to, and be present without an escort in Secured Areas, SIDAs or other areas of the airport based on an operational need.

l. Valid Access Indication - A flashing or steady green light on the access control device denotes a valid access indication. This indication is utilized at all SIDA/Secured Areas, Sterile Areas, or AOA portals connected to the airport's Access Control System.

m. Piggybacking - Piggybacking occurs when an authorized individual(s), on foot or in a vehicle, enters through an entry providing access bypassing a TSA Screening Checkpoint to a Secure Area, SIDA or AOA after an authorized individual was granted access and before the portal is secured.

LEVELS OF VIOLATIONS

The PIT Security Violation Program has two types of security violations.

a. **Type 1** - Violations that are committed by negligence, complacency, or lack of airport familiarity. The penalty is an automatic minimum 5-day suspension of all PIT ID badge privileges. The length and the penalty is at the discretion of the ASC.

b. **Type 2** - Violations that are committed willingly to circumvent any parts of the ASP. Type 2 violations are subject to a minimum 30-day badge suspension. The length and penalty is at the discretion of the ASC.

All violations remain in the employee's record for a minimum of 36 months. After a security violation is recorded, and before any possible reissuance of the PIT ID badge, the employee must have a hearing with the airport tenant representative before returning to regularly scheduled duties. In some cases, a hearing will be held by the PIT ASC(s), FAA (if applicable), TSA Inspectors and airport tenant representative prior to the reissuance of the PIT ID badge.

PART 1 VIOLATION TYPE

PART 1 VIOLATION TYPE		ACTIONS TAKEN
1.1	Being on or in the SIDA, secured or AOA areas without displaying a current PIT ID badge.	**These violations constitute immediate PIT ID badge revocation and suspension for a minimum of five business days, starting the day of the violation. The length of suspension/revocation will be at the discretion of the Airport Security Coordinator or designee.**
1.2	Authorized Signatory's failure to immediately report a change of status for employees that separate from the company.	
1.3	Failure to obtain a PIT ID badge for each company for which they are employed.	
1.4	Authorized Signatory/Manager/Supervisor allowing an employee to use a PIT ID badge issued for another company.	**Based on the violation, the individual will be required to attend a computer-based or classroom security review as directed by ACAA Security Coordinator prior to the PIT ID badge being reinstated. If the individual does not complete the required retraining, the PIT ID badge will remain suspended.**
1.5	Allows access to the SIDA/Secured Areas/AOA to a badged individual that does not have appropriate access.	
1.6	Piggybacks, or allows a badged employee to piggyback through a signed "High Security Access" door or gate.	
1.7	Failure to maintain proper escorting rules including personnel and/or vehicle.	
1.8	Activates a door alarm and does not remain in the area for ACPD response.	**Administrative penalties and possible fines by ACAA, ACPD or TSA may be issued.**
1.9	Does not ensure a card access door is completely shut.	
1.10	Does not remain at a vehicle access gate without ensuring the gate is completely shut.	*****Personnel that have suspended PIT ID badges are not permitted to be escorted with an escort badge, use a gate/sterile area pass or myPITpass.**
1.11	Utilizes an escort badge, Sterile Area Pass (SAP) or myPITpass in lieu of using issued PIT ID badge.	
1.12	Uses his/her PIT ID badge for a non-operational purpose.	**1st time offense - Five business day suspension 2nd time offense - Thirty business day suspension 3rd time offense - One year revocation 4th time offense - Official review by Airport Security Coordinator or designee to determine reissuance of PIT ID badge**
1.13	Walks through an automatic vehicle or manned vehicle checkpoint.	
1.14	Refuses to comply with security guidelines and mandates.	
1.15	Discloses Security Sensitive Information (SSI) or is deceitful with training and/or testing.	
1.16	Failure to report lost PIT ID media including PIT ID badges, escort badges, vehicle passes and any ACAA issued keys.	**Security violations remain in the employee's file for 36 months from date of violation.**
1.17	Authorized Signatory's failure to follow PIT ID badge retrieval process within a timely manner.	
1.18	Failure to comply with audit requests from the ID Badge Office in allotted time.	
1.19	Failure to secure baggage belt at ticket counter, international re-check, or curb.	
1.20	Authorized Signatory or employee failing to report any changes in drivers license status for badges with GVO privileges.	
1.21	Parking less than 10 feet from security fence; less than 15 feet for high profile vehicles	
1.22	Failure to comply with vehicle ignition key policy; ignition keys left inside unattended vehicle.	
1.23	Failure to properly secure tools in the Sterile Area.	
1.24	Failure to properly secure Cargo/Hangar facility.	
1.25	Loses 3 or more PIT ID badges within 36 months.	
1.26	Does not secure a door or gate that utilizes a cyber lock immediately after accessing.	
1.27	Authorized Signatory allowing others to use his/her privileges within the My PIT ID portal.	

PART 2 VIOLATION TYPE

PART 2 VIOLATION TYPE		ACTIONS TAKEN
2.1	Refusing to comply or being confrontational with a person attempting to challenge.	**These violations constitute immediate PIT ID badge revocation and suspension beginning on the day of the violation. The length of suspension/revocation will be at the discretion of the Airport Security Coordinator or designee** **Based on the violation, the individual will be required to attend a hearing attended by ACAA Security Coordinator, along with representatives from the FAA, TSA and/or any airport tenant representative prior to determination of whether the PIT ID badge will be reinstated. If the individual does not attend the required hearing, the PIT ID badge will remain suspended.** *****Personnel that have suspended PIT ID badges are not permitted to be escorted with an escort badge, use a gate/sterile area pass or myPITpass.** **1st time offense - Minimum 30 day badge suspension** **2nd time offense - Minimum one year badge revocation** **3rd time - Permanent revocation of all PIT ID badges** **Security violations remain in the employee's file for 36 months from date of violation.**
2.2	Bypassing any portion or process of the security systems in place at PIT.	
2.3	Using a PIT ID badge to bypass TSA screening while traveling.	
2.4	Using PIT ID badge to allow a traveling individual unscreened access to the Sterile Area.	
2.5	Brings luggage or other personal articles into the Sterile Area without being screened for themselves or a passenger.	
2.6	Failing to remain in the Sterile Area after being screened as a passenger.	
2.7	When traveling, failing to identify as a passenger when passing through the TSA checkpoint by using only a PIT ID badge	
2.8	Loaning a PIT ID badge to someone for access into the SIDA, Sterile, AOA or Secured Areas.	
2.9	Actively using or found in possession of a PIT ID badge that was issued for another employee.	
2.10	Attempting to use or display an invalid/expired PIT ID badge.	
2.11	Possessing a firearm, dangerous weapon, explosives or any illegal items in the SIDA, Sterile , AOA or Secured area.	
2.12	Any action that jeopardizes public safety and/or security.	
2.13	Repeated actions or attempts to violate or circumvent airport security.	
2.14	Failure to notify the ACAA Airport ID Badge Office of any possible disqualifying criminal charges.	
2.15	Any arrest made of an airport employee on airport property for any reason.	
2.16	Falsification of documents, copying signature or any other dishonest act to gain access to the SIDA, Sterile, AOA, or Secured area.	
2.17	Duplication or alteration to, or of, a PIT ID badge.	
2.18	Provides false information or refuses to provide information to ACAA, TSA, or law enforcement conducting an investigation.	
2.19	Any violence or threat of violent act, willful destruction of property, harassment, stalking, or other conduct criminal in nature.	
2.20	Any offense the Airport Security Coordinator, or designee, determines egregious to warrant an immediate, permanent, or extended revocation or suspension.	

PROCEDURES

1. Access Procedures

a. Secured Area Access - Each airport identification badge holder, unless otherwise escorted by another badge holder, must present his/her Airport Identification Badge card to the access card reader and obtain a Valid Access Indication before entering a controlled access point. Piggybacking is prohibited. Each vehicle operator and all vehicle occupants that have been issued a PIT ID badge must obtain a Valid Access Indication prior to entering a secured area.

b. Sterile Area Access - No individual may enter a Sterile Area without submitting to the screening and inspection of his or her individual and accessible property in accordance with the procedures applied to control access to that area under Parts 1544 or 1546; or the individual accesses a system, method or procedure which has been approved by the TSA as meeting the requirements of 49 CFR Part 1542.

c. AOA Access - All access points to the AOA of the airport are controlled by 49 CFR Part 1542.203.

2. Escort Procedures

a. All individuals who are escorted into one of the Restricted Areas of PIT must be continuously accompanied and controlled by an individual with a valid, properly designated PIT ID badge for the appropriate Security Area.

b. The individual being escorted must be wearing a current airport-issued escort badge on the outermost garment, above the waist and below the neck.

c. The individual providing the escort shall monitor the escorted individual(s) to ensure they are engaging in activities for which the access was granted.

d. If the individual(s) under escort engages in activities for which the pass was not intended or refuses to comply with the PIT ID-badged employee conducting the escort, contact 911 immediately.

e. Proper closure of all doors and/or gates used to access the Secured Area, SIDA or AOA is the responsibility of the individual providing the escort. These ingress and egress areas must be secured after entry or be guarded by an individual with a valid PIT ID badge for the area of access.

f. No individual may be escorted into a Sterile Area through the TSA Checkpoints with an escort badge. If an individual is escorted into the sterile area, through a controlled access door by a properly authorized individual, the individual providing access must remain with the individual until they exit the sterile area or submit to screening.

g. No Piggybacking. The individual providing the escort must ensure they provide access to the individuals, vehicles, or equipment they are intending to escort and no other individual either directly or indirectly.

h. The number of individuals being escorted in the SIDA, Secured Area, and Sterile Area is limited to no more than 5 individuals per one escort.

i. Exemptions: Special events or circumstances will be evaluated on a case-by-case basis and require prior notification and approval by the ASC. Approval must be obtained before conducting the escort. EMS, ARFF, Airport Operations, TSA and Law Enforcement Personnel are exempt from notification process.

j. Each individual acting as an escort must inform all individual(s) being escorted that they are in a Secured Area of the airport and all security rules and regulations must be followed.

3. Challenge Procedures

a. While in the SIDA/Secured Area or AOA, it is the responsibility of every badge holder to challenge individuals not displaying an Airport Identification Badge or an airport-approved identification media.

b. If an individual being challenged becomes uncooperative or if you reasonably believe that making a challenge may result in such behavior, a verbal challenge need not be made. You are not expected to physically restrain or remove an individual. Do not put yourself in a dangerous situation. Contact 911 immediately.

c. If the individual being challenged fails to produce a valid PIT ID badge or fails to have a valid escort badge and properly badged escort, you must notify 911immediately. If the challenger is unable to remain with the individual, the challenger should keep the individual under observation until ACPD or Airport Operations can respond to the incident and investigate the situation.

d. Anyone in the airport's Security Areas, who is in an unescorted status, is subject to being challenged. Under no circumstances are you allowed to deny being challenged.

e. When an individual is granted unescorted access to the SIDA/Secured Area, Sterile Area or AOA at PIT, the responsibilities associated with that unescorted access are immediately assigned as well.

4. Individual Responsibilities

No individual may:

a. Tamper or interfere with, compromise, modify, attempt to circumvent, or cause an individual to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under 49 CFR Chapter XII and PIT's ASP (ASP).

b. Enter, or be present within, a SIDA/Secured Area, AOA, or Sterile Area of PIT without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

c. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access media or identification media that authorizes the access, presence, or movement of individuals or vehicles in the secured areas/SIDA or AOA in any other manner than that for which it was issued by the appropriate authority under 49 CFR Chapter XII.

d. Conduct unauthorized testing, tampering or vandalism of the screening checkpoint, screening equipment, or security systems.

e. All individuals working in the Sterile Area will have complete control over all tools required to conduct duties. Tools will not be left unattended for any reason for any length of time in the Sterile area.

5. Airport Identification Badge Display Requirements

a. While occupying any portion of the SIDA/Secured Area, or AOA, any individual with current and valid airport identification shall continuously display their PIT ID badge or approved identification media above waist level, ensuring visibility by wearing it on their outermost garment, or be escorted by an individual meeting these requirements.

b. Access to and from the Sterile Area and the SIDA/Secure Area is permitted only at designated access doors or gates. Use of any high-security access point not designated as an access point is considered a violation (improper entry) of the ASP. Doors or access points not approved for normal access (non-emergency) shall be properly identified, warning against improper entry.

c. Individuals causing an access control door or gate to alarm, either audible or electronic, at any access control point (door or gate) must remain in the immediate area of the door or gate to properly resolve the alarm by calling Airport Operations at 412-472-5630 and waiting for ACPD to arrive and clear alarm. Failure to remain at the alarming access point and to monitor the portal or to resolve the alarm, will be considered a violation of the ASP as well as other appropriate TSA regulations, procedures and policies.

6. Vehicle Requirements

a. All vehicles operating in a SIDA/Secured Area, or the AOA of PIT must be identified in accordance with the PIT vehicle identification requirements.

b. All vehicles that enter through a perimeter access control gate shall be identified. Access to and driving within the PIT perimeter fence is subject to prior approval. All drivers must have a valid PIT ID badge driving badge or be under escort.

c. All unmarked motor vehicles, except federal and Pennsylvania state government exempt plates, operated within the PIT perimeter fence will be registered with PIT and a ramp pass will be issued to the PIT/IDB-holder registering the vehicle. Proof of liability insurance will be presented to PIT upon registration.

d. The ID Badge Office will review, issue, and control the AOA vehicle passes. Ramp passes expire after one quarter.

e. All motorized vehicles and ground support equipment (GSE), operated on airport property and that are required to be left unattended, shall have the ignition keys removed and the vehicle secured. The keys shall not be accessible to anyone that is not authorized to operate the vehicle.

ISSUANCE OF VIOLATIONS

Authority to Issue Security Violation

Failure to comply with any security policy or procedure(s) permits the following individuals to immediately suspend a PIT ID badge:

- Airport Operations
- ASC
- ACPD
- ACAA Fire Department (ARFF)

Discovery of a Security Violation

The individual will be advised that this, and any future violations, may result in:

- Suspension and/or revocation of their Airport Identification Badge and access privileges to the non-public areas of the airport
- Disciplinary and/or corrective action* (see table pages 6 and 7)
- Security re-training (remedial and computer-based)
- Possible enforcement action by the TSA. ***Note:*** TSA may initiate civil penalties for violations of TSA regulations, regardless of whether a Security Violation Notice is issued.
- All violations require ASC counseling and/or hearing with the violator and the company's Authorized Signatory.

INDIVIDUAL VIOLATIONS

a. Airport Identification Badge holders that are in violation of any of the security violations identified on pages 6 and 7 must immediately surrender their Airport Identification Badge for the suspended period identified.

b. The PIT ID badge may be permanently revoked, depending on the severity of the infraction. The individual will be escorted from the SIDA/Secured, Sterile Area or AOA by their management, Airport Operations, ASC, ARFF, or ACPD.

c. Individuals having their access rights suspended *cannot* be escorted within the SIDA/Secured, Sterile Area and AOA of the airport while their Airport Identification Badge is suspended; this includes working with an escort badge or SAP.

APPEALS PROCESS

Individuals may appeal the issuance of a Security Violation. The appeal must be submitted, in writing, to the ASCs within five (5) working days of the violation.

a. The written appeal must include the following:

- Name of the individual (First and Last Name),
- Employer,
- Company sponsor and company name,
- Date of violation,
- Nature of violation,
- And documentation supporting the appeal, including any extenuating circumstances.

b. Upon receipt of the appeal letter, a hearing date will be scheduled within fourteen (14) business days or a reasonable amount of time.

A review of the appeal request will be made, and the Airport Security Manager(s) will issue a final decision within 2 business days of the appeal hearing.

COMPANY VIOLATIONS

In all circumstances, the ACAA reserves the right to penalize companies conducting business at the ACAA for security infractions. Penalties may be assessed and determined based on consultation and coordination with TSA.

a. When a violation of the PIT ASP occurs at any control within the SIDA/Secured Area, Sterile Area or the AOA, and the violator cannot be located or identified, a representative of the access point's leaseholder or organization responsible for the security of the access point will be required to respond to the violation location to receive a Security Violation, which will be issued to the company.

b. A violation by an individual that is utilizing a valid PIT ID, SAP or escort badge will be considered a company violation.

c. Any violation not attributable to an individual shall be addressed to the Manager or Supervisor of the tenant, leaseholder, or organization responsible for the area in/at which the violation occurred.

First Company Violation
If a company violates any of the security regulations, the manager of the organization will be issued a Security Notice of Violation. The organization's manager will have ten (10) calendar days to submit a corrective action plan to the ASC, identifying the actions that will be taken to correct the problem or to prevent the action from reoccurring.

Second Company Violation

A second violation of the same category by an organization will result in a Security Notice of Violation being issued to the organization's manager. A meeting between the organization's or leaseholder's representative (if different), the ASC(s), and TSA will be required so that a plan can be developed to ensure a similar violation does not occur in the future. This meeting will take place within seven (7) business days of the second company violation. A response plan will be due to the ASCs within ten (10) days of the meeting.

Third Company Violation

A third violation of the same category by an organization will result in a Security Notice of Violation being issued to the organization's manager, and, in addition, the organization's badging privileges may be suspended until such time as the organization's manager can demonstrate to the ASCs and TSA the ability to rectify the situation, pay all fines and send all employees for remedial security training.

The Security Violation Program is subject to modifications and updates at any time by the ACAA.

APPENDIX E: GROUND TRANSPORTATION REGULATIONS

The following contains the Ground Transportation Regulations.

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ALLEGHENY COUNTY AIRPORT AUTHORITY

GROUND TRANSPORTATION REGULATIONS

EFFECTIVE [October 16, 2026]

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SECTION 1 - INTRODUCTION AND GENERAL PROVISIONS

1.1 **Objective** – The objective of these Regulations is to promote high quality and reasonably priced ground transportation services consistent with public need, safety and convenience; ensure the efficient movement of passengers to and from the Airport; foster respectful competition among ground transportation providers, and develop revenue for support of the Airport facilities as operated by the Allegheny County Airport Authority (Authority).

1.2 **Adoption of Regulations Shall Not Constitute Grant of Rights** – The adoption of these Regulations is not intended to, and shall not be construed to, grant any property right or expectation to any person whomever. The Authority expressly reserves the right to amend these Regulations at any time and in any respect by providing 30-days written notice except as set forth in Section 10. Additionally, the Authority reserves the right to limit or restrict access to any area of the Airport without the issuance of prior notice, for reasons including, but not limited to, safety and security of the general public, construction, or renovation work at the Airport, or acts of God. Any person who determines to invest time or financial resources in ground transportation operations at the Airport does so with full knowledge of the foregoing provisions and shall have no right or standing to make any claim whatsoever against the Authority by reasons of any subsequent amendment to these Regulations, or any limitation or restriction of access to the Airport as aforesaid.

1.3 **Severability** – Any and all provisions and any and all portions of provisions of these Regulations are severable from all other provisions or portions of provisions of these Regulations. If any one or more provisions or portions of provisions of these Regulations are declared invalid, unconstitutional, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality, or unenforceability shall not affect any of the remaining provisions or portions of provisions of these Regulations.

1.4 **Discretion** – Whenever any provision of these Regulations provides that certain action may be taken only with the consent or approval, or if a determination or judgment is to be made, such consent or approval may be granted or withheld or such determination or judgment shall be made, in the sole and absolute discretion of the Chief Executive Officer and/or his/her designated representative.

1.5 **Observation of All Laws** – Operators shall at all times comply with the provisions of these Regulations, all other applicable rules, regulations and policies of the Authority, and all other applicable federal, state, and local laws, rules, regulations, and ordinances. The Authority may conduct or contract with a third party to conduct vehicle inspections on Airport property to ascertain compliance with any of the foregoing. Failure to observe these Regulations or federal, state, or local laws, rules, regulations, or ordinances may result in the suspension or revocation of operating privileges.

1.6 **Ground Transportation Ordinance** – Any Driver, Operator or Permit holder violating any provision of these Regulations shall be subject to fines and penalties applicable to these Regulations and/or Ordinance No. 34155 ordained and enacted September 7, 1995 by the County of Allegheny, and future Ordinance enacted by the County of Allegheny, and any future Ordinances enacted by the Authority.

1.7 **Enforcement** – The Ground Transportation Agents, in conjunction with the Allegheny County Police, shall have the power and the duty to enforce ordinances, and the Authority shall have the power and duty to administer these Regulations, and to design and require the use of such forms, and to establish such procedural rules as he or she shall from time to time deem necessary or conducive to the proper and efficient administration of the Ground Transportation System at the Airport.

SECTION 2 - DEFINITIONS

2.1 **Airport** – The Pittsburgh International Airport Terminals and all surrounding property that is controlled by the Authority.

2.2 **Airport Transfer Service** – A common carrier which transports persons on a nonexclusive, individual charge basis from points authorized by the certificate to the airport specified by the certificate and vice versa.

2.3 **Allegheny County Airport Authority or Authority** – That certain Municipal Authority created pursuant to Pennsylvania's Municipality Authorities Act of 1945, 53 P.S. 301 et seq., which, among other things, manages the day-to-day operations of the Airport.

2.4 **Americans with Disabilities Act (ADA)** – The Americans with Disabilities Act of 1990 (ADA) is different from the federal transportation law (Section 504 of the Rehabilitation Act of 1973) which preceded it in that it contains requirements for both public and private providers of transportation. The ADA is also a civil rights law (it is an amendment to the Civil Rights Act of 1964) thus failure to comply with any of the provisions constitutes an act of discrimination.

2.5 **Applicable Laws** – Means any federal, state, local, municipal statute, law, ordinance, regulation, rule, or code.

2.6 **Applicant** – A Person applying to the Authority to provide Ground Transportation Operations from the Airport in such name as evidenced by the applicable operating authority as granted by the (PA PUC), and/or the (FMCSA) and/or the USDOT and/or the applicable business license.

2.7 **Automated Vehicle Identification (AVI) System** – The AVI System is a tool by which the Authority receives billing information, monitors activity, collects data for curb allocations, and enforces holding lot and curb dwell time restrictions. The AVI System consists of transponders, roadway antenna, billing computers and violator cameras.

2.8 **Baggage Claim** – The baggage claim areas located on the ground level of the Landside Terminal Building.

2.9 **Baggage Claim Meet and Greet Areas** – The areas located in Baggage Claim immediately in front of the counter end wall adjacent to the Avis and Hertz Car Rental counters and identifiable by signage.

2.10 **Call or Demand Service** – Local common carrier service for passengers, rendered on either an exclusive or a nonexclusive basis, where passengers hire the vehicle and its Driver either by telephone call, hail, mobile telephone application, tablet application, computer application, or other technological application or a combination of the above. A vehicle that is more than 10 model years old or has more than 350,000 miles of cumulative mileage registered on its odometer may not be operated in call and demand service.

2.11 **Chief Executive Officer (CEO)** – The Chief Executive Officer of the Allegheny County Airport Authority, as from time to time appointed by the Airport Authority Board, or any successor or successors to the duties of such official, whether such individual is on a permanent or acting basis.

2.12 **Comfort Facilities -** The portable units in the Holding Lot for the use by Permitted Operators/Drivers participating in the Authority's Ground Transportation Program.

2.13 **Commercial Curb/Departures Curb** - The area on the Western side, lower/first level (Commercial Curb) and Western side, upper/third level (Departures Curb) of the Landside Terminal Building for use by permitted Commercial Vehicles.

2.14 **Commercial Roadway System** - Collectively and singularly, the roadways located on the West side of the Terminal Building and all roadways throughout the Airport designated for use by permitted Commercial Vehicles as depicted on Exhibit A. Drivers/Operators of Commercial Vehicles are not permitted to park/wait alongside any Airport roadway.

2.15 **Commercial Vehicle** - Any vehicle engaged in transporting persons for a transportation company, hotel, resort, off-airport parking facility, or TNC either for compensation or donation or which is registered as a Commercial Vehicle in any state regardless of whether the persons being transported pay for the service directly, indirectly, or at all. No Driver and/or Operator shall drive or cause to be driven any Commercial Vehicle upon the premises of the Airport, or provide, offer to provide, or cause to be provided any ground transportation services to passengers or other persons at the Airport unless a Permit has first been obtained from the Authority to provide such Ground Transportation Service.

2.16 **Driver** - An individual at or over the age of twenty-one (21) who operates a Commercial Vehicle. A Driver and an Operator may be the same person. A Driver may also be an Independent Contractor.

2.17 **Dwell Time Fees** - Fees charged to each service classification for the use of the Commercial Curb and Departures Curb and the Holding Lot over the time allotted by the Authority.

2.18 **Exempt Service** - A Commercial Vehicle operator qualifying as one of the following: Non-Profit, Extended Parking Lot Shuttle or an employer/employee association wherein the employees are transported in the employer's company owned vehicle between the Airport and the employer's place of business.

2.19 **Federal Motor Carrier Safety Administratio**n **(FMCSA)** – Established within the Department of Transportation January 1, 2000, pursuant to the Motor Carrier Safety Improvement Act of 1999 (49 USC 113). FMCSA's primary mission is to prevent commercial motor vehicle-related fatalities and injuries. Activities of the FMCSA play a role in ensuring safety in motor carrier operations through strong

enforcement of safety regulations, targeting high-risk carriers and Commercial Vehicle drivers, improving safety information systems and commercial motor vehicle technologies; strengthening commercial motor vehicle equipment and operating standards; and elevating safety awareness. Any applicant domiciled outside of the State of Pennsylvania providing transportation for compensation (contractually or otherwise) must obtain and provide to the Authority certification from the Federal Motor Carrier Safety Administration and/or the Federal Department of Transportation.

2.20 **Fee** – Any charge, compensation, donation, membership fee or other form of remuneration.

2.21 **Fee Schedule** – An attachment (Exhibit H) to the Ground Transportation Regulations evidencing the current fees imposed with regard to the facilitation of the Ground Transportation program subject to adjustment within thirty (30) days' notice to Permitted Operators.

2.22 **Parking Operator** – The company, under contract with the Authority, responsible for the management of the parking facilities at the Airport and which assists with a portion of the Ground Transportation Program regarding affixing Permit Decals and Transponders and monitoring AVI.

2.23 **Ground Transportation Agent** – A person empowered by the Authority to supervise and control Commercial Vehicle activities, to enforce or aid in the enforcement of these Regulations and the Ground Transportation Ordinance, and to assist the traveling public in utilizing ground transportation services. The term "Ground Transportation Agent" shall include Law Enforcement Officers, Ground Transportation Coordinators, and Authority Executives (Chief Executive Officer, Chief Financial Officer, and Chief Commercial Officer) Authority Senior Vice Presidents, Vice Presidents, Managers and PUC enforcement officers.

2.24 **Ground Transportation Operations** – The activity of transporting individuals or property in and around Airport acreage in a Commercial Vehicle.

2.25 **Group and Party Service** – A common carrier service for passengers, rendered on an exclusive basis such as charter service for groups, or rendered on a non-exclusive basis for tour or sightseeing service and special excursion service.

2.26 **Holding Lot** – The parking area accessible to permitted Commercial Vehicles located southeast (current) of the Landside Terminal Building as indicated on Exhibit F.1 until such time it is relocated permanently after completion (southwest (new Exhibit F.2).

2.27 **Limousine Service** – A passenger transportation service operated for hire on a pre-arranged basis and rendered in luxury type vehicles with less than 350,000 miles of cumulative mileage registered on its odometer.

2.28 **Loading Zone** – A parking space or a group of parking spaces located in a Commercial Lane (Arrivals/Departures) abutting the sidewalk, designated as an area for parking, loading, or unloading Commercial Vehicles by either certain Operators or a class of Operators engaging in Ground Transportation Operations. Passengers are not to be loaded into or unloaded from vehicles parked in an active travel lane.

2.29 **Meet and Greet** – The act of physically meeting a passenger whose transportation has been pre-arranged prior to a Driver's entry onto Airport property. Meet and Greet is to be conducted in the designated areas as described in Section 2.9 only. Operators and/or Drivers are not permitted to gain access to the Airside Terminal to meet their clients.

2.30 **Notice of Violation** (NOV) – A Notice of Violation prepared by a Ground Transportation Agent of the Authority at or around the time of any incident that the Ground Transportation Agent believes constitutes a violation of these Regulations. The form shall set forth, at a minimum, the name of the Driver, the name of the Operator for whom the Driver is conducting business, the passenger and/or complainant inclusive of their contact information (if available), the license plate number of the vehicle, the ACAA issued Permit Decal and the date, time, location, and nature of the alleged violation. Disciplinary action will be taken against the Driver and/or Operator via email, the NOV will be placed in the Operator's file.

2.31 **Operating Privileges** – The privilege to engage in Ground Transportation Operations at the Airport.

2.32 **Operator/Permit Holder** – Any Airport Authority approved Applicant engaging in Ground Transportation Operations, inclusive of a Driver.

2.33 **Parking Facilities** – The public parking garage and lots at the Airport to include the parking lot at the Hyatt Regency Pittsburgh Airport.

2.34 **Pennsylvania Public Utility Commission (PA PUC)** – The Pennsylvania Public Utility Commission balances the needs of consumers and utilities; ensures safe and reliable utility service at reasonable rates; protects the public interest; and educates consumers to formulate informed and independent utility choices. Included in its authority, the PA PUC oversees the regulation of motor carriers that transport property and passengers as well as brokers of passenger transportation between points in Pennsylvania for compensation. Passenger services are regulated regarding rates, geographical area, customer service, safety, and insurance. Any applicant domiciled in the State of Pennsylvania providing transportation for compensation (contractually or otherwise) must obtain and provide to the Authority a Certificate of Public Convenience as issued by the PA PUC.

2.35 **Permit** – The rights issued by the Authority to an approved Operator to conduct Ground Transportation Operations on Airport property in accordance with these Regulations. The Applicant must pay all fees prior to being issued Permit Decals and/or Transponders. The Authority will invoice the Operator monthly for all Trip and Dwell Time Fees incurred in the previous month.

2.36 **Permit Decal** – An airport sticker issued by the Authority to an Operator indicating the Commercial Vehicle is part of an Operators' fleet and authorized for the use of conducting Ground Transportation Operations from the Airport. At all times while on Airport property, the current Permit Decal issued with respect to a particular vehicle is to be displayed on the rear bumper where adhered by Parking Operator's staff.

2.37 **Person** – Means an individual, partnership, corporation, unincorporated association, or trust.

2.38 **Pittsburgh Regional Transit** – The network of public transportation services throughout Allegheny County which includes the operation of the 28X Airport Flyer to/from the Airport.

2.39 **Privilege Fee** – A fee charged for the privilege of accessing the Airport facilities that is assessed as described in Section 5 of these Regulations.

2.40 **Public Arrivals Curb** – The area on the Western side, middle/second level of the Landside Terminal Building for use by the general public. Commercial Vehicles are not permitted to use the Public Arrivals Curb.

2.41 **Regulations** – These Ground Transportation Regulations for the Airport, adopted by the Authority, as may be amended from time to time by the Chief Executive Officer or his/her designated representative.

2.42 **Scheduled Route Service** – A common carrier service for passengers, rendered on either an exclusive or a nonexclusive basis, wherein the vehicles delivering the service operate according to schedules along designated routes.

2.43 **Solicitation** – The offering of services by any person (including, inter *alia*, Operators) while on Airport property. See Section 6.1.15 hereof for a detailed description of what constitutes Solicitation.

2.44 **Taxicab Service** – Shall have the meaning set forth in Chapter 29 of the Public Utility Commission Motor Carrier of Passengers.

2.45 **Taxicab Loading Zone** – Means the area located on the Commercial Curb designated by the authority for loading Taxicabs.

2.46 **Taxicab Operator** – An Operator licensed by the PA PUC to provide call and demand and/or hail taxicab service, and who is authorized by the Authority to provide this service to and from the Airport.

2.47 **Taxicab Short Trips** – Drivers who are requested to transport to a location on airport property (Public Parking lots, Hyatt Regency, Sunoco gas station and rental car road) will be able to return directly to the back of the queuing line along the Commercial Curb provided that the Ground Transportation Coordinators are on duty and have been advised by the passenger of the destination.

2.48 **Terminal** – Collectively the Landside Terminal and the Airside Terminal Buildings at the Airport.

2.49 **Trade Dress** – A removable and distinct Operator-issued logo, insignia, or emblem that is attached to or visible from the exterior of a Permitted TNC vehicle while operating at the Airport and providing TNC services. Every permitted TNC driver/partner vehicle shall have the Operator's Trade Dress displayed in the designated location (preferably in the lower right side of the windshield).

2.50 **Transponders** – An electronic identification device intended to be mounted on or within the Commercial Vehicle. As a Transponder equipped vehicle passes under the overhead roadway antenna, information of this passage is fed into a computer system providing the Authority with per trip and dwell

time data. All Operators are required to have a Transponder attached to a permitted vehicle while operating at the Airport.

2.51 **Transportation Network Company (TNC)** – An organization, whether a corporation, partnership, sole proprietor, or other form, operating in Pennsylvania under an appropriate license issued by the Pennsylvania Public Utility Commission (PA PUC), that uses an on-line enabled application or platform to connect Passengers with drivers using their personal vehicles to provide transportation to passengers.

2.52 **Annual Report** – a report and statement of Gross Revenue generated during a Permit Term, which shall specify in detail, in accordance with the Annual Report requirements set forth in these Regulations, all Gross Revenue and shall be accompanied by the opinion of an independent certified public accounting firm acceptable to the Authority, and shall be acknowledged by an officer of the Off Airport Parking Operator as being accurate and complete based on such officer's examination of the books, accounts and records of the same. The Annual Report for the first full Permit Term shall include the required information for any Initial Partial Permit Term (as hereinafter defined) as well. If there is an Ending Partial Permit Term, a separate accounting shall be provided, so as not to delay the preparation of the Annual Report for the last full Permit Term.

2.53 **GAAP** – Generally Accepted Accounting Principles as adopted and used in the United States, consistently applied.

SECTION 3 - SECURING PERMITS

3.1 **Permit Required** – Each Operator that desires to transport passengers from the Airport must secure a Permit.

3.2 **Application Process** – Any Operator seeking to obtain a Permit at the Airport must complete and return an application to the Authority. Requests for Applications may be made via email at transportation@flypittsburgh.com.

3.3 **Type of Permits** – Operators may apply for one of the following classes of Permits:

3.3.1 Permit – A Permit issued to an approved Operator meeting the requirements referenced above.

3.4 **Term of Permits** – The term of the Regular Use Permit issued to an Operator shall be from July 1 of the initial year to June 30 of the succeeding year. From time to time the Authority, at its sole option, may extend the term of a Permit to facilitate Authority requirements. The Authority, at its sole discretion, may issue multi-year Permits or Permits less than one year as it deems suitable. Permits already issued for a specified duration may not have its permit duration reduced; however, the Permit maybe extended.

3.5 **Completed Application** – Completed applications must be emailed to transportation@flypittsburgh.com. The Completed Application must be submitted by the Authority issued deadline and contain all information as set forth in Section 3.6. **A company check and/or money**

order for the Privilege Fees is to be mailed to the address specified in Section 3.6.11. Failure to submit a Completed Application and Privilege Fees by the specified deadline may disqualify Applicant from receiving a Permit by July 1st. Applicants will be advised via email of a deficient application.

3.6 **Permit Application** – Each Applicant desiring to obtain or renew a Permit shall provide to the Authority an application in the Excel spreadsheet submitted to transportation@flypittsburgh.com along with any required documents. In addition to any other requirement established by the Authority, each application shall include, but not be limited to, the following:

3.6.1 Insurance – An Acord certificate of insurance on which the Allegheny County Airport Authority is listed as an additional insured and certificate holder with respect to Automobile Liability (and Excess Liability if applicable). The issuing agent must have evidenced on the Certificate that they will provide to the Airport Authority at least 30 days prior written notice of

cancellation. Proof of current Workers Compensation Insurance (if applicable) must also be evidenced to the satisfaction of Authority that Operator has secured insurance complying with the requirements of Section 4.1.

3.6.2 Licensing – Each Applicant seeking to obtain a Permit, who has not been previously permitted to provide transportation at the Airport must apply in his, her or its own name to the Authority for such Permit. The application must be accompanied by a copy of the certificate evidencing operating authority as granted by the PA PUC and/or the FMCSA in the name of the Applicant.

As a primary condition of any Permit to be issued to any Operator providing passenger transportation services to and from the Airport, such Operator shall comply with the following:

3.6.2.1 If the Applicant is an INTRASTATE provider of point-to-point transportation services within the Commonwealth of Pennsylvania, receiving compensation for said services, the Applicant shall possess a Certificate of Public Convenience issued by the PA PUC in order to operate such service to or from the Airport.

3.6.2.2 If the Applicant is an INTERSTATE provider of point-to-point transportation services from points outside the Commonwealth of Pennsylvania to points within the Commonwealth of Pennsylvania (and/or vice versa), receiving compensation for said services, the Applicant shall obtain operating authority from and comply with all regulations promulgated by the FMCSA.

If an Applicant is both an INTRASTATE provider and an INTERSTATE provider, compliance with 3.6.2.1 and 3.6.2.2 above are required as a condition of any Ground Transportation Permit.

3.6.3 Fictitious Name – If the Operator (including a sole proprietorship) operates under a fictitious name, a copy of the Operator's fictitious name registration is to be provided to the Authority at the time of application.

3.6.4 Lease Vehicles – The Operator must provide a copy of the equipment lease and service agreement inclusive of the VIN, term, rent, maintenance, and insurance in addition to a copy of the State-issued Department of Transportation commercial registration for each such Commercial Vehicle the Operator desires to operate at the Airport. Each Commercial Vehicle must be registered in either the Lessor's/Leasing Company's or Operator's name. Any Leased Commercial Vehicle must be insured by Operator and evidenced on Operator's insurance vehicle schedule which is to be submitted upon application.

3.6.5 Vehicle Registration – A current copy of the State commercial, or other registration, in the name of the Operator, for each Commercial Vehicle that the Operator desires to utilize at the Airport is required. All vehicle registrations are to be signed by Principal Officer or their designated representative. Prior to the expiration of each Commercial Vehicle registration, the Operator is required to submit an updated copy of the renewed/current State Commercial Vehicle registration or to notify the Authority (via Exhibit I) that the Commercial Vehicle should be removed from the Operator's Approved List of Vehicles and engage in the prompt return (within 5 business days) of the Authority issued Permit Decal/Transponder. If a new license plate is issued for a Commercial Vehicle, Operator shall forward a copy of the updated registration to the Authority upon receipt from the State. The failure to provide proof of current vehicle registration prior to the expiration of the registration or the failure to update license plate information is considered a violation of these Regulations.

3.6.6 Vehicle Condition – No Operator shall drive or cause to be driven any Commercial Vehicle upon the premises of the Airport, or provide, offer to provide, or cause to be provided any ground transportation services to any person at the Airport unless a Permit has first been obtained by the Authority for such ground transportation service. All Commercial Vehicles used in Ground Transportation Operations shall be properly maintained, functionally sound and kept in a safe operating and road-worthy condition in accordance with Pennsylvania State inspection or equivalent standard and requirements, PA PUC and/or FMCSA or DOT safety standards. Air-conditioning and heating systems in all Commercial Vehicles shall always be fully functional, year-round. Any vehicles that are not fully operational or that have sustained exterior or interior damage that adversely affects safety, appearance, comfort, or performance must be immediately removed from service and must be repaired. The following conditions shall constitute a violation of these Regulations: (a) broken, cracked or chipped windows; (b) damaged or excessively worn tires; (c) non-functioning or broken exterior lights, including headlights, taillights, brake lights, turn signals and/or side markers; (d) defective, broken, or damaged brakes or suspension; (e) visible exterior damage to body panels and doors.

3.6.7 Driver Information– A listing of all Drivers, including independent contractors, and a copy of all valid photo drivers' licenses of those employed by/contracting for/acting as Operator and will be driving said Operator's vehicles on Airport property are required. All Drivers must be at least 21 years old and have held a current, valid driver's license for at least two (2) years prior to being added to the approved list of Drivers for the Airport. It is the responsibility of the Operator to update this listing each time a Driver is hired/retained or discharged and to ensure that all registered drivers' licenses are current and valid. Upon the expiration of the license of each Driver, the Operator is required to submit an updated copy of the renewed/current photo driver's license or to notify the Authority in writing that the Driver is to be removed from the Operator's

approved list of Drivers. The Authority reserves the right to review the record of any Driver it feels is not in compliance with the laws of the Commonwealth of Pennsylvania.

3.6.8 Affidavit – A duly executed and notarized Affidavit, signed by the Owner/Principal of the Applicant, attesting that the information contained within the Permit application, and all attachments are true and correct to the best of the Applicant's knowledge and belief.

3.6.9 ADA Compliance Policy – Operators that provide transportation services either by fixed route or on-demand and required under ADA to meet the equivalent service standard must own/lease lift vehicles to be operated in their airport fleet or contract with another Authority permitted carrier to provide the accessible service. A copy of this contract is to be forwarded to the Authority at the time of application.

3.6.10 Identification of Principals – If the Operator is a corporation or partnership, the Operator shall identify its shareholders, partners, directors, officers inclusive of chief executive officer, president, and/or principal managerial employee.

3.6.11 Privilege Fees – A company check, which includes the annual Permit fee and vehicle fees, is to be made payable to the Allegheny County Airport Authority. **The check is to be mailed separately to Allegheny County Airport Authority, Post Office Box 642623, Pittsburgh PA 15264-2623.**

3.7 **Application Review** – The completed application will be reviewed by the appropriate staff member for all required attachments (including current vehicle registrations, valid driver's licenses, operating certificates, and insurance). The Authority's bank account will be checked each business day for proof of deposit of renewal fees in the form of a company check or money order. New Applicants will be required to submit a $1,000.00 security deposit and their Privilege Fees in the form of a company check or money order made payable to the Allegheny County Airport Authority at the address listed in Section 3.6.11.

3.8 **Issuance of Permit and Approved List** – The Authority shall issue a Permit to an Operator only after the Operator submits an executed application that the Authority determines is complete and satisfactory, in addition to payment of all applicable fees. In addition, the Authority shall maintain an Approved List of Drivers and an Approved List of Vehicles that are permitted to engage in Ground Transportation Operations under the Operator's Permit. The Authority may omit or remove from an Approved List certain Drivers or Vehicles that an Operator has requested to be placed on such Approved Lists at its discretion based on reasons, including but not limited to, that it exceeds the PUC mandated Vehicle and Equipment Requirements (for Taxicabs, Limousines, and other PUC stipulated services), the Driver's prior violations of these Regulations, licensure status, and criminal history. If a Driver's name or Vehicle is initially included on an Approved List and later removed by the Authority, the Authority will notify the Operator of such removal.

3.9 **Effective Date of Permit** – An Operator shall be deemed to be approved by the Airport Authority upon issuance of Permit Decals/Transponders.

3.10 **Permit Decals/Transponders Property of the Authority** – The Authority shall issue Permit Decals/Transponders to a holder of a Permit equal to the number of vehicles the Operator has registered and is authorized to utilize at the Airport. Each Permit Decal/Transponder shall be affixed to/in the Commercial Vehicle for which they were assigned by the Authority via Parking Operator staff at the Airport. **Permit Decals/Transponders are the property of the Authority and must be returned to the Airport when deleting a vehicle from Operator's fleet.** Should Operator cease to provide transportation from the Airport, all Permit Decals/Transponders issued to Operator must be returned to Authority.

3.11 **Additional Vehicles** – An Operator may add vehicles to its Approved List of Vehicles when the Authority has received, for each additional vehicle, evidence that the vehicle has been added to the Operator's insurance policy (updated Acord certificate and Acord vehicle schedule), a copy of any lease agreement for the vehicle (if applicable), a current copy of the State-issued Commercial Vehicle registration, a completed Exhibit I and any applicable fees. If a vehicle is being added while one is being deleted, provided the added vehicle is the same class as the vehicle being deleted, there is no fee to the Operator. The Permit Decal and Transponder assigned to the deleted vehicle are to be returned to the Authority prior to or at the same time of the issuance of a new Permit Decal/Transponder for the added vehicle. New Permit Decals and Transponders will not be issued until any previously issued Permit Decals or Transponders are returned. In instances where it is not possible to return the Permit Decal, the Operator will be invoiced a $10.00 replacement fee. As transponders are not transferable, the Operator will be invoiced for the new transponder.

3.12 **Permit Non-Transferable** – No Permit, Permit Decal or Transponder may be transferred, assigned, or loaned. No Permit, Permit Decal or Transponder may be used by any Operator other than the Operator to whom such Permit, Permit Decal or Transponder was issued. Violation of this Section 3.13 may be cause for immediate revocation of the Operator's Permit for a period of thirty (30) days. No Permit Decal or Transponder may be removed and/or tampered with unless for the purpose of it being returned to the Authority.

3.13 **Application Denial** – In the event a Permit Application is denied, the Authority shall give written notice to the Applicant advising of the reason for denial. Applicant shall have ten (10) business days from the date of denial to appeal such denial, in writing, to the Authority. Reasons a Permit application may be denied or renewed include, but are not limited to, the following: (1) The application is incomplete; (2) Applicant has failed to provide current certificates or adequate insurance coverage, limits of liability, agent issued vehicle schedule, or other documentary evidence as required in Section 4 hereof; (3) The application contains false or misleading statements or the Permit is sought in furtherance of, or in connection with, some unlawful enterprise or activity; (4) Due to the nature, seating capacity, configuration, or other characteristic of the Commercial Vehicle, it can reasonably be expected that the grant of the Permit would interfere with the safe, orderly, and expeditious flow of traffic to, from, at or about the Airport; (5) Applicant is in violation of any safety, insurance, inspection, licensing, certification or other requirement imposed by any governmental agency or authority having jurisdiction; (6) Utilization of any vehicle not conforming to applicable state motor vehicle code requirements, including vehicle inspection requirements; (7) Applicant is in violation of any previously issued Ground Transportation Permit or a permit previously revoked or is in breach of any other contract with the Authority inclusive of any outstanding fees; (8) one or more of Applicant's Principals were Principals of an Operator that is in default of any Authority Agreement, that owes any amount to the Authority, or that is under suspension.

3.14 **Suspension or Termination of Operating Privileges for Violations of These Regulations** – Violations of these Regulations, or any future, amended, or Emergency Regulations, may result in the suspension or revocation of operating privileges at the Airport.

SECTION 4 - INSURANCE REQUIREMENTS

4.1 Insurance

4.1.1 Policy – Each Operator must procure and maintain a Commercial Automobile Insurance Policy covering liability and property damage and issued by an insurance company authorized to do business in Pennsylvania (or state where Applicant is domiciled). Each Operator must maintain a copy of the current certificate on file with the Authority. The policy shall cover each Vehicle registered with the Authority for a Combined Single Limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage. Each Operator operating vehicles with a passenger capacity that meets or exceeds 28 passengers must cover each Vehicle registered with the Authority for a Combined Single Limit of not less than Five Million Dollars ($5,000,000).

4.1.2 Form of Policy – Each insurance policy shall be evidenced on an Acord certificate on which the Allegheny County Airport Authority is listed as an additional insured and certificate holder with regard to the Automobile Liability Insurance and the Excess/Umbrella Liability Coverage (if applicable) and shall provide on the certificate that it may not be canceled without at least thirty (30) days prior written notice to the Authority. Certificate must contain and/or be accompanied by an Acord vehicle schedule, as issued, and submitted by the insurance agent, evidencing each covered vehicle by make, model and VIN.

4.1.3 Self Insurance – Any Applicant or Operator domiciled in the State of Pennsylvania wishing to self-insure must meet the requirements of Title 67, Chapter 223 of the Pennsylvania Vehicle Code in order to be approved by the Department of Transportation (DOT) as a self-insurer under 75 Pa. C.S. 1701-1798. Upon approval by the DOT of a self-insurance proposal, a self-insurance certificate will be issued to the entity covered by the proposal with such certificate to be reviewed annually. A self-insurer shall issue an identification card for each vehicle covered by self-insurance as set forth in Subchapter B of Chapter 67, Title 31 of the PA Code. A copy of the State issued certificate shall be submitted to the Authority at the time of application. Any Applicant or Operator domiciled outside of the State of Pennsylvania wishing to self-insure must meet the requirements of their State and submit any pertinent information to that effect to the Authority at the time of application.

4.1.4 Renewal of Policy – It is the responsibility of the Operator to have provided to the Authority proof of renewal of the policy inclusive of the vehicle schedule. **Failure to advise Authority of renewal of any policy prior to the date of expiration will subject Operator to immediate suspension of operating privileges until Authority confirms receipt of such proof of renewal**. Proof of renewal via a scanned copy of the Certificate of Insurance (COI) sent from the insurance agent including a vehicle schedule to transportation@flypittsburgh.com is acceptable.

4.1.5 Requirement Waiver – The Chief Executive Officer, in his/her sole discretion, may modify or waive any of the foregoing requirements, and may approve such deductibles, as he/she deems appropriate.

4.1.6 Workers Compensation Insurance – This is necessary as required by law. Evidence of such shall accompany the Automobile Insurance certificate and copies must be submitted to Authority upon application and policy renewal.

4.2 **Insurance Violations** – Upon the expiration or cancellation without renewal of an Operator's policy of insurance, the Authority shall immediately suspend the Operator's Permit. The Authority shall notify the Operator of the suspension via e-mail on the day the Authority suspends the Permit. Any suspended Permit may be reinstated upon providing proof, satisfactory to the Authority that the Operator has the insurance coverage required by these Regulations. Should an Operator operate a vehicle on Authority property without possessing the required insurance, the Operator's Permit may be revoked for a minimum of 30 days. The Authority retains the discretion to deny or delay Permit reinstatement depending upon the circumstances of the relevant insurance violations.

4.3 **Indemnification** – By acceptance of a Permit, each Operator agrees to indemnify, defend and hold completely harmless the Authority, its Board Members, officers, employees and agents from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof including, but not limited to court costs, paralegal fees, expert fees, and reasonable attorneys' fees) (collectively "Losses") which may be incurred as a result of the conduct of its activity as an Operator at or on Airport property.

SECTION 5 - FEES DUE THE AUTHORITY

5.1 **Payment of Privilege Fees** – Each Operator shall pay all applicable Privilege Fees prior to the issuance of Permit Decals/Transponders. If an Operator had been issued a Permit previously, all fees incurred during that permit period must be paid in full prior to the issuance of Permit Decal(s)/Transponder(s). **Payment of Privilege Fees will be accepted in the form of a company check or money order; mailed to Allegheny County Airport Authority, Post Office Box 642623, Pittsburgh, PA 15264-2623**. Payment will not be accepted at the airport. In the event an Operator ceases to conduct business at the Airport said Operator forfeits all Privilege Fees as they are not refundable.

5.2 **Payment of Trip Fees and Dwell Time Fees** – All Operators are required to pay trip fees for ground transportation to/from the Commercial Curb and Departures Curb. Operators must pay Trip Fees and Dwell Time Fees monthly based on the vehicle activity as monitored by the AVI System. For each Operator paying Trip Fees and Dwell Time Fees, the Authority shall issue (at the Operator's cost and expense) one Transponder for the purpose of collecting revenue control information for each Commercial Vehicle having a Permit Decal. Each Transponder shall be affixed to the Commercial Vehicle for which it was issued in the manner prescribed by the Authority. All Transponders issued to an Operator shall be returned to the Authority on demand. If an Operator loses or destroys a Transponder, or if a Transponder is stolen, the Transponder will be replaced at the Operator's cost and expense. Operators are prohibited from utilizing a permitted Commercial Vehicle on Airport property without the assigned Transponder.

5.3 **Evading Fees** – Operators are prohibited from committing or attempting to commit any act that causes the Authority's revenue control system to fail to detect the presence of such Operator's Commercial Vehicle on the Airport Roadway. Failure to have the required Transponder on the proper Commercial Vehicle to which the transponder is assigned shall constitute a violation of these Regulations.

5.4 **Replacement of Transponder** – An Operator may obtain a replacement Transponder by taking the Commercial Vehicle to the parking office and advising their staff of the reason for the replacement. If the Transponder is inoperable, but not damaged due to tampering, the Authority will replace the device free of charge to the Operator. The same procedure will be followed to replace a lost, damaged, or stolen Transponder, however, that replacement will be made at the Operator's cost and expense. If the Commercial Vehicle was issued a windshield Transponder and the windshield needs to be replaced, the old Transponder is not to be re-adhered to the new windshield as it is not transferable and will not work properly, if at all.

5.5 **Replacement of Permit Decal** – An Operator may obtain a replacement Permit Decal by completing and returning Exhibit I to transportation@flypittsburgh.com, for issuance of same. In instances where it is not possible to return the previously assigned Permit Decal, the Operator will be invoiced a $10.00 replacement fee.

5.6 **Tampering with Airport Transponders** – In the event the windshield mounted transponder assigned to the Commercial Vehicle is removed and re-adhered to a new or repaired windshield and excessive fees accrue because the transponder was tampered with, the Operator will be responsible for all overtime charges incurred via that transponder without consideration of request for credit. Conversely, should the Authority or Parking Operator determine that a transponder assigned to a Commercial Vehicle has been tampered with and trips not recorded accurately, the Operator will be assessed the difference between the average of AVI activity within the recent twelve-month period and the amount recorded via said transponder.

5.7 **Permit Fees** – The Fees for Permit holders are outlined in the Fee Schedule.

5.71 Annual Permit fee.

5.7.2 Annual vehicle fees shall be based upon the vehicle classification/passenger capacity.

5.7.3. The Transponder fee for a windshield mounted unit or a bumper mounted unit. The type of transponder issued to a particular vehicle is at the discretion of the Authority and/or Parking Operator.

5.7.4 A Permit holder shall be assessed a per trip fee each time a vehicle accesses or re-accesses the inter-loop of the Commercial Roadway System on the Commercial Curb and Departures Curb. Permit holders will receive an invoice at the beginning of the following month for the previous month's trips. **Payment of these fees is due the Authority prior to or on the due date which will be the 20th of each month.** In the event payment has not been received by the due date the Operator will incur a suspension of Operator's airport privileges until such time as the Authority receives full remittance via the lockbox address listed above.

5.75 Commercial Curb Dwell Time Fees at $1.00 per minute are assessed to Hotels, Off-Airport Parking, Limousine, Scheduled and Charter Operators when allotted time along the Commercial Curb and Departures curb is exceeded.

5.8 **Security Deposit** – Any Operator applying shall remit a Security Deposit in the amount of $1,000.00. The Security Deposit amounts are subject to review by the Authority and an adjustment may be required to be remitted by the Operator. Operators previously submitting a security deposit will be invoiced the difference between the original remittance and the $1,000.00. This amount will be invoiced for the 2025-2026 permit year. The Security Deposit will be accepted in the form of a Company Check or Money Order. The checks will be cashed and deposited into a holding account. This amount will reside within the account without the Authority drawing from it for the monthly trip fees, transponder fees, etc. If the Permit is terminated for any reason during the Permit Year, the Security Deposit will be used to the extent fees are due and the balance, if any, returned. Should the Permit remain in effect, the Operator's monies will be retained in the account for the upcoming Permit Year.

5.9 **Credit of Dwell Time/Trip Fees**

5.9.1 Should an Operator exceed the allotted time on the Commercial Curb or Departures Curb wish to have the dwell time fee credited to their account, the Operator must submit an email request to transportation@flypittsburgh.com office for consideration. The request must be submitted within three (3) business days of occurrence containing date, time, license plate number, transponder number, flight information for the person(s) being met and reason for the excess in dwell time.

5.9.2 If the request for a credit of dwell time fees is due to a vehicle breakdown on the Commercial Curb or Departures Curb, be advised that it is the responsibility of the Operator to extricate that vehicle in a timely manner. The Authority would consider no longer than one (1) hour at the curb and two (2) hours in the Hold Lot a reasonable amount of time to have that vehicle undergo maintenance or be towed from the Airport. Additional backup information (tow bill) may be requested from Operator to issue requested credit. Anything in excess of what the Authority deems reasonable may not be credited and will remain at the discretion of the appropriate Authority staff member(s).

5. 10 **Suspension of Operating Privileges for Non-Payment of Debt, Fee, Fine or Judgment** – Non-Payment by the due date evidenced in the Notice of Violation (NOV) or Authority invoice of any Debt, Fee, Fine or Judgment owed by Operator to the Authority may result in the suspension or revocation of Operating Privileges at the Airport until such time as Debt, Fee, Fine or Judgment has been paid in full. Paid in Full shall mean when the check has been remitted to Allegheny County Airport Authority, Post Office Box 642623, Pittsburgh, PA 15264-2623 or via wire transfer and evidenced in Authority's account.

5.11 **Gross Revenue Share** - Gross Revenue subject to the Gross Revenue Sharing fee for Off Airport Parking Operators are those revenues derived from a transaction related to parking or storing a motor vehicle at a non-residential parking place owned and/or operated by the Permit Holder, and/or revenues

derived from a transaction related to the transportation of persons to or from Pittsburgh International Airport by the Permit Holder.

SECTION 6 - VIOLATIONS AND ISSUANCE OF NOVS

6.1 **Violations** – If an Operator commits any of the acts set forth in this Section such Operator will be issued a Notice of Violation (NOV). Penalties assessed against an Operator for the issuance of an NOV are discussed in Section 7.1 of these Regulations.

6.1.1 Failure to Observe Laws – Operators and/or Drivers shall obey all federal, state, and local laws, rules, regulations, and ordinances, including, *inter alia*, the Pennsylvania Motor Vehicle Code, the PA PUC Code, the Department of Transportation (DOT), the FMCSA and these Regulations. Failure by a Driver or Operator to observe all federal, state, and local laws, rules, regulations and ordinances, or these Regulations shall be a violation of these Regulations subject to penalties as set forth herein.

6.1.2 Unattended Vehicle – Leaving a vehicle unattended is a violation of these Regulations and TSA Security Requirements. Operators and/or Drivers are not permitted to leave their vehicles unattended for any reason. A vehicle is considered unattended if the Driver is not within five (5) feet of the vehicle regardless of whether there are passengers on board. No Commercial Vehicle is to remain at the curb longer than necessary to load or unload passengers and their luggage. Ground Transportation Agents may require an Operator to leave the curb if the Operator is remaining at the curb for too long a period of time. Unattended vehicles may be ticketed and towed from the Airport at the Operator's expense. TSA Security Requirements regarding unattended vehicles will be strictly enforced.

6.1.3 Denial of Service – Operators and/or Drivers shall not deny equal professional services to any person for reasons of race, color, religion, gender, sexual orientation, disability, handicap, familial status, service animals, or national origin. Operators and/or Drivers shall not be parties to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, gender, sexual orientation, disability, handicap, familial status, service animals, or national origin. Additionally, no Operator and/or Driver may deny service based on the distance of a trip or due to payment in the form of a credit card or company approved voucher.

6.1.4 Improper Conduct – Operators and/or Drivers shall not engage in any form of improper conduct on Airport property (inclusive of transportation originating at the Airport) and shall be courteous and professional in appearance and behavior at all times. Improper conduct includes, but is not limited to, boisterous conversations, profanity, physical or verbal abuse, denial of service, failure to cooperate with any Ground Transportation Agent in the performance of his or her official duties or providing/charging misleading information with regard to distance, fares, etc.

6.1.5 Failure to Submit Updated Certificate of Liability Insurance and Vehicle Schedule – It is a violation of these Regulations if an Operator fails to cause to be provided an updated certificate of liability insurance inclusive of a vehicle schedule. The Authority may

immediately suspend the Operator's Permit until such time as all required information is submitted. If an Operator is found to have operated a vehicle on Airport property that was not insured when on Airport property, the Operator's Permit may be suspended for a period of thirty (30) days.

6.1.6 Failure of Financial Obligations – It is a violation of these Regulations if Operator (i) fails to remit any Trip Fees or Dwell Time Fees required by Section 5 or (ii) fails to pay any financial penalty on or before the last day of the suspension period as stated in Section 6.4 hereof. Failure to remit payment by the due date may result in the suspension of Operator's Permit. The Operator shall be advised of the suspension via e-mail on the day the Authority suspends Operator's privileges. The Operator's Permit shall be immediately reinstated upon receipt to the bank lockbox; **Allegheny County Airport Authority, Post Office Box 642623, Pittsburgh, Pennsylvania 15264-2623** full payment of any outstanding fees.

6.1.7 Vehicle not on Approved List for Permit Holder – Engaging in Ground Transportation Operations in a Commercial Vehicle that is not on the Approved List of Vehicles for an Operator is a violation of these Regulations. Any Commercial Vehicle for which the Authority does not have a copy of the current Commercial Vehicle registration and proof of insurance is not to be utilized at the Airport until the information is submitted and the vehicle approved for use.

6.1.8 Failure to Update State Commercial Registration, License Plate, or Driver's License Information – Expiration of a State Commercial Vehicle registration or change of license plate number for any Commercial Vehicle on an Operator's Approved List of Vehicles or expiration of any Driver's license for any Driver/Independent Contractor on an Operator's Approved List of Drivers without submission prior to expiration of the updated Commercial Vehicle registration, license plate information, or updated photo Driver's license as required by Sections 3.6.5 and 3.6.10 is a violation of these Regulations. Commercial Vehicles for which the Authority does not have proof of current registration will have their transponders made invalid as the Commercial Vehicle is not to be used on property until such time as the current registration is submitted as required.

6.1.9 Driver/Independent Contractor not on Approved List for Permit Holder – A Driver and/or Independent Contractor engaging in Ground Transportation Operations where said Driver/Independent Contractor is not on the Approved List of Drivers for an Operator is a violation of these Regulations. Any Driver/Independent Contractor for whom the Authority does not have a copy of a current valid photo Driver's License on file is not to operate at the Airport until such time as the information is submitted and approved as required.

6.1.10 Failure to Submit Updated Information in the event of a Merger, Acquisition or Property Management – In the event of an acquisition or merger of an Operator resulting in the need to transfer vehicle titles, registrations and/or insurance policies to the name of the acquiring or merged entity, the Operator is required to submit written notification of the merger/acquisition in addition to Commercial Vehicle registrations and insurance information in the name of the merged or acquiring entity, consistent with Section 3.6.1 and 3.6.5 **within five (5) business days of such merger or acquisition. This section also applies to failure to submit updated information in the event of new property management.** Failure to timely provide the Authority

with such updated information will result in the suspension of the Operator's Permit until Authority is in receipt of and approves submitted documents.

6.1.11 No Permit Decal and/or Transponder – Each Commercial Vehicle operated pursuant to a Permit shall, at all times while on Airport property, display the valid and current Permit Decal and Transponder issued with respect to that vehicle. The Permit Decal shall be displayed on the rear bumper where feasible. The Transponder should be displayed either on the windshield or front bumper. Each Permit Decal/Transponder is assigned to a particular vehicle and will be adhered to such vehicle by a representative of the Parking Operator at the Airport. A Permit holder operating a Commercial Vehicle on Airport property for the purpose of picking up passengers without a current and valid Permit Decal/Transponder is a violation of these Regulations.

6.1.12 Tampering with Airport Transponders – Operators and/or Drivers shall not remove or remove and re-adhere a transponder. Interfering with the operation of this device is a violation of these Regulations.

6.1.13 Evading Fees - Operators shall not engage in or attempt to evade detection of a Commercial Vehicle on the Airport Roadway System in violation of Section 5.3 of these Regulations.

6.1.14 Unauthorized Parking, Loading or Unloading – Loading or unloading passengers and/or parking in an unauthorized location is a violation of these Regulations. This includes, without limitation to the following: outside of the Operator's designated lane in the Hold Lot; along the Commercial Curb in an area designated for use by another service classification; within any lane along the Commercial Curb *(excluding Limousines, which are restricted as noted below)* or Departures Curb not abutting the sidewalk or the immediately adjacent (second) travel lane; the Public Arrivals Curb (for all operators) or Departures Curb (Hotel Shuttles, Off-Airport Shuttles, and Charter Buses); along the berm of any Airport roadways; and within any of the Airport's Parking Facilities.
Limousines ONLY will be authorized to load within their designated area in the first lane directly abutting the curb along with the immediately adjacent (second) travel lane. Designated Operators that operate along the Departures Curb may unload passengers only in the first lane directly abutting the curb and the immediately adjacent (second) travel lane.

6.1.15 Solicitation – No Operator or Driver may engage in Solicitation at the Airport. If a passenger inquires about transportation or transportation information, the Operator or other Person shall direct the requesting passenger to a Ground Transportation Agent, or any information center designated by the Authority for the provision of ground transportation information. Each Operator performing a Meet and Greet shall be responsible for verifying that his or her passenger is pre-arranged. An incorrect belief that a passenger is prearranged shall not be a defense to a charge of Solicitation. Unless a passenger's transportation has been arranged prior to the Operator's entry onto Airport property, the following actions of an Operator constitute solicitation: (a) initiating or engaging in a conversation regarding Ground Transportation Operations with any person on Airport property for the purpose of seeking passengers or customers for the business of an Operator; (b) employing, inducing, arranging or allowing any person to initiate or engage in a conversation regarding Ground Transportation

Operations with any other person on Airport property for the purpose of seeking passengers or customers for the business of an Operator; (c) distributing company literature other than in an area leased for that purpose; and (d) offering ground transportation services while on Airport property to any person.

6.1.16 Failure to Provide Meet and Greet Information – When an Operator advises a Ground Transportation Agent that he or she is performing a Meet and Greet, and is unable, refuses, or otherwise fails to provide all the information required by the Ground Transportation Agent, such person shall be in violation of these Regulations. Should an Operator and/or Driver not provide the information to a Ground Transportation Agent, it will be assumed said Operator and/or Driver is Soliciting and will be instructed to vacate the property.

6.1.17 Failure to Stop/Yield to Pedestrians in Crosswalk – All Drivers/Operators are required to Stop/Yield to pedestrians in all roadway crosswalks. Along the Departures Curb there will always be a dedicated security camera to monitor activity in this area. Failure to Stop/Yield to pedestrians in this or any crosswalk on Airport property is a violation of these Regulations.

6.1.18 Use of Square or other Credit Card Processing Service – Drivers/Operators are not permitted to use on property the Square or any other non-Operator/Company issued credit card payment option. Use of these items on a personal cell phone, iPad, computer, etc. is a violation of these Regulations.

6.1.19 Pennsylvania Child Seat Laws – Each Permitted Driver/Vehicle that is transporting a child shall ensure that a child safety seat (complying with applicable Pennsylvania regulations) is available for Passengers traveling with children. If a child safety seat Is unavailable, the Driver must refuse to provide the transportation. It shall be the responsibility of each Driver and Operator to be familiar with all such regulations as same may be amended from time to time.

Under Pennsylvania's Child Passenger Protection Act 229, children under the age of 4 must be properly restrained in an approved child safety seat, which must be secured by the seat belt system, no matter where they ride in the vehicle. Children under 2 must be secured in a rear-facing car child safety seat in the car's back seat until the child outgrows the maximum weight and height limits designated by the car seat manufacturer. Children from ages 4 and older, but under 8 must be restrained in an approved booster seat when they are over the forward-facing seat manufacturer's height and weight limits. Finally, children between 8 and 12 can wear the car's backseat safety belt once they are at least 4'9".

6.2 **Egregious Violations** – Notwithstanding any other provision of these Regulations, the Chief Executive Officer and/or his/her designated representative shall have the right to suspend or revoke the privileges of any Operator or Driver to operate at the Airport for Egregious Behavior by such Operator or Driver. The Authority retains the right to increase the length of time for suspension where warranted under certain circumstances. For purposes of this section, "Egregious Behavior" shall mean acting in a manner that is egregious in nature or endangers public safety, including inter alia: (a) operating a vehicle in a reckless manner; (b) fighting, physically or verbally threatening, harassing or assaulting passengers, other Drivers and/or their property, Airport patrons or employees, or Ground Transportation Agents on Airport property; (c) use or possession of drugs or alcohol on Airport property or while transporting

passengers to or from the Airport; (d) theft/overcharging; (e) malicious destruction of Airport property; (f) possession of an unlicensed firearm on Airport property; (g) shouting profanities or personal insults on Airport property; (h) disrupting the normal use of Airport facilities, the flow of passengers through the Airport, or the flow of traffic on Airport roadways; (i) engaging in conduct that threatens the safety or welfare of any Person on Airport property; (j) denying service or otherwise discriminating against any person for reasons of race, color, religion, gender, sexual orientation, disability, handicap, familial status or national origin, (k) denying service based on distance of a trip or due to payment in the form of a credit card or company approved voucher, (l) leaving a vehicle unattended at the curb; or (m) violation of applicable federal, state or local laws, rules, regulations or ordinances while on Airport property or while transporting passengers to or from the Airport.

An Operator whose privilege to operate at the Airport has been suspended or revoked under this provision may request, in writing, a review pursuant to Section 6.6, within ten (10) business days of the date of suspension or revocation. Such suspension or revocation will remain in effect until the Authority panel has reviewed the issue and rendered a decision.

6.3 **Issuance of Notice of Violation** – NOVs shall be issued as set forth in this Section.

6.3.1 Delivery of Notice to Driver or Permit Holder – A copy of the NOV will be sent via email to the Operator via the information as provided by the Operator and on file with the Authority's Terminal Operations office.

6.3.2 Time for Emailing Notice – Except in cases where an NOV is issued as a result of the operations of a Law Enforcement Officer or a report provided by a Person other than a Ground Transportation Agent, all NOV's shall be sent no later than the fifth business day after the incident. In the case of an NOV issued as a result of the operations of a Law Enforcement Officer or a report provided by a Person other than a Ground Transportation Agent, the NOV shall be sent no later than the fifth business day after the Authority receives the report.

6.4 **Due Date and Suspension Period Commencement** – Unless an Operator to whom an NOV was issued requests a hearing within ten (10) business days, any financial penalty shall be due in the Authority's bank account before 4:00 p.m. on the due date as stipulated within the NOV. For purposes of this Section 6.4, the date of an NOV shall be the date of the incident; provided, however, that in the case of an NOV issued as a result of the operations of a Law Enforcement Officer or a report provided by a Person other than a Ground Transportation Agent, the date of the NOV shall be the date the Authority forwards the NOV to the Operator. An Operator to whom an NOV has been issued may request of the Terminal Operations office via email to transportation@flypittsburgh.com a review by designated representatives of the Authority; such request is to be made within ten (10) business days of the date of the NOV.

6.4.1 A Driver to whom an NOV has not been issued, but who is merely referenced in an NOV, does not have the right to request a review of such NOV.

6.4.2 A hearing will not be scheduled for every review request. The Authority may or may not schedule a hearing, depending on what has been presented by Operator, at its discretion.

6.4.3 If an Operator desires a request for review of an NOV, said Operator must submit within ten (10) business days a written request for a hearing, along with (1) copy of all documentary Evidence: (2) a description of all testimony and/or items that said Operator would submit at a hearing; and (3) an affidavit from each witness that would testify at a hearing.

6.4.4 If an Operator does not desire a hearing with respect to a request for review of an NOV, said Operator must submit in writing within ten (10) business days, all information, affidavits, and other evidence that Operator wishes the Authority to consider with respect to the review.

6.4.5 Except when there has been a suspension or revocation pursuant to Section 6.2, once a review has been requested, the obligation to pay any financial penalty and the imposition of any suspension period shall be stayed until the Authority has rendered a final decision.

6.5 **Review of NOV** – Prior to any Authority review, the Authority may withdraw from consideration any NOV the Authority determines, in its reasonable discretion, fails to provide *prima facie* proof the violation was committed. If the Authority withdraws an NOV, a staff member shall notify the Operator involved in writing and shall deliver such notice in the same manner as provided in Section 6.3.1 for initial delivery of an NOV.

6.6 **Authority Review**

6.6.1 Hearings Board and Schedule – The Hearing Board shall consist of two Vice Presidents of the Authority who may schedule a hearing for such times and dates as determined by their availability.

6.6.2 Presence of Ground Transportation Agent – If a hearing is granted to an Operator with respect to an NOV, the Ground Transportation Agent who issued the NOV shall be present at the hearing. If such Ground Transportation Agent is not present at the hearing and the Operator or representative of Operator requests the opportunity to cross-examine such Ground Transportation Agent, at the Authority's discretion, the NOV shall be dismissed, or the Authority shall reschedule the hearing as soon as reasonably practicable.

6.6.3 Presence of Person Requesting Hearing – The Operator that requests a hearing shall appear or shall be represented to present facts and witnesses to refute the alleged violation. At such hearing, Authority staff may also present evidence (including witnesses) in support of the NOV.

6.6.4 Absence or Failure to Appear before Authority – If the Operator that requested a hearing fails to appear or be properly represented and such absence is not excused and rescheduled by the Authority: the NOV shall be treated as if a review were never requested. In such event, any financial penalty shall be due before 4:00 p.m. on the day of the originally scheduled hearing and any suspension period shall commence on the day of the originally scheduled hearing.

6.6.5 Representation before Authority – An Operator may be represented before the Authority by a principal of the Operator or an attorney. The Authority must be advised in

writing at least two business days prior to the scheduled hearing date of whom will be representing said Operator. If the Operator is not present at the hearing but represented by another authorized party, the finding of the Hearing Board will be binding upon the Operator.

6.6.6 Evidence – The Authority may consider any and all evidence that a reasonable person would use in making a decision including, but not limited to, hearsay evidence.

6.6.7 Authority Determinations – The Authority shall make a written finding as to whether or not these Regulations were violated. The written finding will be made available to the Operator within ten (10) business days following the review request or hearing as to each violation. In order for the Authority to conclude that a violation was committed, the evidence must establish that it was more likely than not (a preponderance of the evidence) that the violation was committed.

6.7 **Violation Information** – The Terminal Operations office shall maintain current and accurate information pertaining to all Operators and/or Drivers that have been fined and/or suspended during the preceding Permit periods, the number of times the Operator was found to violate these Regulations during each Permit year and the date each violation occurred.

SECTION 7 - PENALTIES ASSESSED FOR VIOLATIONS OF REGULATIONS

7.1 **Penalties for Violations by Operators and/or Drivers**– A violation of the Regulations committed by an Operator and/or Driver shall be attributed to both the Operator and Driver, for which a preponderance of the evidence indicated the Driver was operating at the time of such violation. Driver/Partner penalties for violation of the Ground Transportation Regulations may result in the suspension of airport privileges from one (1) to thirty (30) days depending on the severity and/or frequency of the infraction. Multiple infractions may also result in the termination of Driver/Partner privileges to transport passengers to/from the Airport. Such fines and penalties may include, but not be limited to, the following:

7.1.1 Penalties for Drivers

For initial violations, a written warning and/or a suspension of airport privileges for 1 to 5 days, length to be determined by the Authority, in its sole discretion, depending upon, without limitation, the driver's record of Airport discipline, the severity of the incident, and any other factors that are present.

For second violations, a written warning and/or a suspension of airport privileges from 6 to 10 days, length to be determined by the Authority, in its sole discretion, depending upon, without limitation, the driver's record of Airport discipline, the severity of the incident, and any other factors that are present.

For third/subsequent or Egregious Violations of Section 6.2; a written warning and/or a suspension of airport privileges from 16 to 30 days, length to be determined by the Authority, in its sole discretion, depending upon, without limitation, the driver's record of Airport discipline, the severity of the incident, and any other factors that are present.

* All violations to drivers will be expunged at the beginning of the new permit year at

the discretion of the Airport Authority.

* If a driver receives their 5th violation within 25 days of the conclusion of the one-year permit, the driver will be suspended through the end of the current permit year as well as for the following one-year permit period.

* ACAA will continue to reserve the right to permanently suspend a driver based on the severity of the previous violation(s).

* At the commencement of the new permit year it is the responsibility of the Operator to submit, in excel format, the names of the drivers that are to be considered for reinstatement.

* A Driver/Partner whose privilege to operate at the Airport has been permanently suspended due to violations of the Ground Transportation Regulations while driving for an individual Operator shall have their privilege to operate suspended for all current and future Operators at the Airport unless such privilege is reinstated per the Ground Transportation Regulations.

* Operators may apply for driver reinstatement during the first week of June to be effective July 1st of the new permit year by emailing transportation@flypittsburgh.com. Confirmation or denial of re-instatement will be sent via email to the company by July 1st of the new permit year.

* Operators are to instruct drivers/partners to contact their management for any questions regarding violations, suspensions, or reinstatements.

7.1.2 Penalties for Operators

Each written Notice of Violation (NOV) for a Driver/Partner will be accompanied by a corresponding financial penalty for the Operator issued via a sliding scale with a minimum fine and a maximum fine imposed incrementally as outlined in the Fee Schedule.

7.1.3 Additional Penalties for violation of Regulations 6.1.2 regarding Unattended Vehicles
Section 6.1.2 of these Ground Transportation Regulations shall be strictly enforced. Should a Driver violate Section 6.1.2 Driver will be suspended and Operator fined within Fee Structure.

7.1.3.1 TSA Fines– If the violation of these Regulations results in a citation and fine assessed against the Authority by the TSA, the Operator shall be assessed a fine in an amount equal to the fine assessed by the TSA against the Authority. Failure or refusal by the Operator to pay such fine shall result in the immediate revocation of the Operator's operating privileges at the Airport until such time as the fine has been paid.

7.1.4 Penalties for violation of Regulations 6.1.3 regarding Denial of Service – Section 6.1.3 of these Ground Transportation Regulations shall be strictly enforced. Should a Driver violate Section 6.1.3 said Driver will be suspended and the Operator fined as detailed in Section 7.1.2.

7.1.5 Purging of Offenses – The Authority retains the discretion to purge any or all violations from any Operator's or Driver's Record at the end of each Permit Year.

7.2 **Driver or Operator Operating Without a Permit or While Suspended** – If a Driver/Operator conducts business at the Airport without a Permit or while that Operator's privileges are suspended, such Operator will be prohibited from operating at the Airport for a period of thirty (30) days.

7.3 **Trespass Warning** – Any Driver/Operator subject to a trespass warning is prohibited from engaging in Ground Transportation Operations or otherwise conducting business on Airport property during the period of said trespass warning. This includes transporting individuals or property anywhere on Airport property in a Commercial Vehicle.

7.4 **Trespass Warning for Egregious Behavior** – A Ground Transportation Agent may issue an immediately-effective trespass warning for a duration to be determined by the Authority to any Operator acting in a manner that is egregious in nature or endangers public safety, including inter alia: (a) operating a vehicle in a reckless manner; (b) fighting, physically or verbally threatening, harassing, or assaulting passengers, other Drivers and/or their property, Airport patrons or employees or Ground Transportation Agents on Airport property; (c) use or possession of drugs or alcohol on Airport property or while transporting passengers to or from the Airport; (d) theft; (e) malicious destruction of Airport property; (f) possession of an unlicensed firearm on Airport property; (g) shouting profanities or personal insults on Airport property; (h) disrupting the normal use of Airport facilities, the flow of passengers through the Airport, or the flow of traffic on Airport roadways; (i) engaging in conduct that threatens the safety or welfare of any Person on Airport property; (j) denying service or otherwise discriminating against any person for reasons of race, color, religion, sex, handicap, familial status or national origin, (k) denying service based on distance of a trip or due to payment in the form of a credit card or company approved voucher; (l) leaving a vehicle unattended at the curb; or (m) violation of applicable federal, state, or local laws, rules, regulations, or ordinances while on Airport property or while transporting passengers to or from the Airport.

7.5 **Notice to Operator** – If a Ground Transportation Agent issues a trespass warning to an Operator's Driver, the Authority shall provide an email notice of issuance thereof to the Operator under whose Permit the Driver was conducting business at the time trespass warning was issued.

7.6 **Personal Business at the Airport** – If a person subject to a trespass warning needs to utilize the Airport for personal business, such person shall advise the Authority of his or her intent to be present on Airport property, the time when such person will be present on Airport property and the reason for his or her presence on Airport property. Presence on Airport property after such person has provided such notice shall not be deemed a violation of these Regulations. Conducting personal business on Airport property while subject to a trespass warning, without giving such notice, is a violation of these Regulations.

SECTION 8 - COMMERCIAL VEHICLE OPERATIONS

8.1 Location and Progression of Commercial Vehicle Operations

8.1.1 Access to Departures Curb – Operators shall be granted access to the Departures Roadway System (POV, TNC, Taxi, and Limousines) and shall be charged a per-trip fee in accordance with Section 5 of these regulations. Drop-offs are to be conducted along the

Departures curb directly abutting the curb, and, when necessary, in the immediately adjacent (second) travel lane. Drivers are not permitted to unload passengers in the third and or fourth outer travel lanes. In the event the curb and second lane are full, the Operator is to wait for an opening to pull forward into an authorized unloading area and not to unload in a prohibited travel lane. If congestion persists, Operators should seek assistance from the Ground Transportation Agent. **Employee Shuttles, Hotel Shuttles, Off-Airport Shuttles, Charter Buses, and Public Transit Buses are not permitted to drop off passengers along the Departures Roadway and must utilize the Commercial Curb for both pickups and drop-offs**.

8.1.2 Access to Commercial Curb – Operators shall be granted access to the Commercial Roadway System as depicted on Exhibit B.1 & B.2 and shall be charged a per-trip fee in accordance with Section 5 of these Regulations. Pick-ups only are to be conducted along the Commercial Curb. Taxi and Limousine Operators shall conduct pickups only along this area. **Employee Shuttles, Hotel Shuttles, Off-Airport Shuttles, Charter Buses, and Public Transit Buses shall conduct both pickups and drop-offs along the same designated area**. In the event the curb space allocated to a particular service classification is full, the Operator is to wait for an opening to pull along the curb or circle the terminal and make a second approach and not to load in a travel lane. If the curb is still congested Operators should seek assistance from the Ground Transportation Agent.

8.1.3 Arrival to Holding Lot – Upon arrival at the Airport, Operators who desire to transport passengers from the Commercial Curb are required to proceed to the Holding Lot within their respective parking area. Upon entering the Holding Lot, all Operators are required to proceed to the first available position in their respective lane(s). **Under no circumstances are Operators permitted to park in the "No Parking" or travel lanes.** This area may not be used as a parking facility for private vehicles of Operator or their employees/drivers. Operators are not to utilize the Hold Lot if at the Airport on personal business unrelated to the provision of conducting Commercial Vehicle transportation.

8.1.4 Full Holding Lot – Operators who find that their assigned lane(s) is/are full upon arrival at the Holding Lot shall circle the terminal or travel to any alternative Holding Lot as may be authorized by the Authority. At no time may an Operator obstruct access to the Hold Lot or park along the adjoining roadway.

8.1.5 Exit from the Holding Lot –

(a) Based on customer demand, the Ground Transportation Coordinator shall control the signal for the next Taxicab to move forward. Taxicab Operators are to proceed to the Commercial Curb and stage in the Taxicab area as depicted on Exhibit C.1 and C.2.

(b) Airport Transfer, Group and Party, Limousine, and Scheduled Operators are to proceed to the Commercial Curb and stage in their designated area(s) as depicted on Exhibit C.1 and C.2. Operators shall not proceed to the Commercial Curb until such time as the Driver has verified that the passenger(s) has/have claimed all luggage and is/are waiting at the Commercial Curb.

(c) Hotel and Off-Airport Parking Operators are to proceed to the Commercial Curb and stage in the Courtesy Vehicle Area as depicted on Exhibit C.1 & C .2.

8.1.6 Dwell Time on Commercial Curbs –

(a) Dwell time is not permitted on the Departures Curb. Operators are to pull to the curb, unload the vehicle and exit the Departures roadway. Vehicles parking/standing is to be no less than two (2) feet to the North or South of this location. This area will be monitored at all times via a dedicated security camera.

(b) Along the Commercial Curb Call and Demand Taxicab Operators have no dwell time limitations. Drivers are to stage at Commercial Curb until such time as they are hailed for service. Vehicles are not permitted to be parked within marked pedestrian crosswalk areas at any time.

(c) Along the Commercial Curb Airport Transfer, Group and Party, Limousine and Scheduled Operators are permitted to stop only along the section(s) of curb designated for that class of service while in the process of loading and for no longer than is necessary. Dwell time will be determined by the Ground Transportation Coordinators based on the amount of traffic accessing the curb. A $1.00 per minute dwell time fee will be assessed to those vehicles that exceed the dwell time restriction.

(d) Along the Commercial Curb Hotel and Off--Airport Parking Vehicles are permitted to stop only along the section(s) of curb designated for that class of service while in the process of loading/unloading and for no longer than is necessary. Dwell time will be determined by the Ground Transportation Coordinators based on the amount of traffic accessing the curb. A $1.00 per minute dwell time fee will be assessed to those vehicles that exceed the dwell time restriction.

8.2 **Refusal of Service** – Failure of an Operator/Driver to provide service for reasons including, but not limited to, (a) a short-haul destination; (b) due to a passenger's use of a credit card or Operator pre-approved voucher; (c) for any reason, will be considered a violation of these Regulations.

8.3 **Professional Appearance** – All Drivers operating at the Airport will be required to adhere to the following: (a) Shirts must have sleeves with no holes or offensive lettering/pictures; (b) Pants must be clean dress pants, jeans or shorts with no holes; sweat pants and cutoffs are not permitted attire; (c) An overall clean and professional appearance; (d) Visible Operator-issued photo identification displayed either on outermost garment above the waist or in the vehicle at all times while conducting business in or around the terminal; (e) Vehicle interior must be kept clean at all times with all seats available for passenger use, exterior must also be kept clean, weather permitting; (f) A cordial greeting to customers and assistance with luggage if necessary; and (g) Talking on cell phones while greeting and loading passengers is not permitted.

8.4 **Meet and Greet Requirements** – Limousine Operators are to leave their Commercial Vehicle(s) in the Holding Lot and enter the Terminal. Upon arriving in baggage claim, Drivers are to await the arrival of their client(s) in one of the two areas designated for that specific purpose. Meet and Greet operations

will be conducted by leaving vehicles in the Holding Lot until such time as the client's baggage has been unloaded from the baggage carousel and client(s) with their baggage are waiting at the curb. In the event Operator is facilitating a large movement and has advised the Terminal and Landside Operations office prior to their arrival, Operator may have a Ground Transportation Coordinator at the Airport to call the Commercial Vehicles from the Holding Lot to the curb as the Ground Transportation Coordinator has already met and greeted the arriving clients. Driver/Operator is required to have visible an Operator-issued photo identification displayed on the outermost garment above the waist while conducting business in or around the Terminal. Under no circumstances are passengers permitted to walk with Drivers from the Terminal to the Holding Lot for loading as this is a violation of these Regulations. Operators may perform Meet and Greet activities only in the Terminal designated in Section 2.9.

8.5 **Physical Meet and Greet Requirement** – Limousine, Operators must physically meet their passengers at the Baggage Claim Meet and Greet Area unless granted permission as stipulated in Section 8.4.

8.6 **Sign Requirements/ Appearance** – The Meet and Greet sign shall (a) Not be larger than 15" x 15" in size or smaller than 5" x 8"; (b) Be hard backed "Pager Board" or a professional electronic sign, clip boards are not permitted; (c) Contain the printed (not handwritten) name or logo of the Permit Holder and/or Network Affiliate; (d) Contain the name of the individual, group or company being met; (e) An Operator may perform a Meet and Greet without the use of a sign if the Operator obtains prior authorization from the Authority or a Ground Transportation Agent which such authorization shall be granted on a per case basis and only in cases where the Operator demonstrates to the satisfaction of the Authority or a Ground Transportation Agent that the use of a sign would present a crowd control hazard or a security risk.

8.7 **Additional Information** – While on Airport property a Driver is required to have in their possession a completed, detailed trip sheet and/or way bill issued by the Operator for the trip they are meeting and conducting from the Airport. If trip information is provided by Operator electronically, Driver is required to show Ground Transportation Agent the electronic copy if requested.

8.8 **Commercial Vehicles Prohibited from Public Arrivals Curb**– Use of the Public Arrivals Curb by a Commercial Operator shall constitute a violation of these Regulations.

SECTION 9 - TITLE 49 CFR 37
TRANSPORTATION SERVICES FOR INDIVIDUALS WITH DISABILITIES (ADA)

9.1 Applicability

Section 37.21 applies to the following entities, whether or not they receive Federal financial assistance from the Department of Transportation: any public entity that provides designated public transportation (Port Authority), any private entity that provides specified public transportation, and any private entity that is not primarily engaged in the business or transporting people but operates a demand responsive or fixed route system (like hotels or amusement parks).

9.2 Service Under Contract

Section 37.23 – (a) When a public entity enters into a contractual or other arrangement or relationship with a private entity to operate fixed route or demand responsive service, the public entity shall ensure that the private entity meets the requirements of this part that would apply to the public entity if the public entity itself provided the service; (b) A private entity which purchases or leases new, used, or remanufactured vehicles, or remanufactures vehicles, for use, or in contemplation of use, in fixed route or demand responsive service under contract or other arrangement or relationship with a public entity, shall acquire accessible vehicles in all situations in which the public entity itself would be required to do so by this part; (c) A public entity which enters into a contractual or other arrangement or relationship with a private entity to provide fixed route service shall ensure that the percentage of accessible vehicles operated by the public entity in its overall fixed route or demand responsive fleet is not diminished as a result; (d) A private entity that provides fixed route or demand responsive transportation service under contract or other arrangement with another private entity shall be governed, for purposes of the transportation service involved, by the provisions of this part applicable to the other entity.

9.3 **Equivalent Service Standard**

Section 37.105 states that a fixed route system or demand responsive system, when viewed in its entirety, shall be deemed to provide equivalent service if the service available to individuals with

disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Schedules/headways (if the system is fixed route);
Response time (if the system is demand responsive);
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Availability of information;
(f) Reservations capability (if the system is demand responsive);
(g) Any constraints on capacity or service availability;
(h) Restrictions priorities based on trip purpose (if the system is demand responsive)

If the Operator conducts a demand responsive service and has a vehicle available for a person without a disability within 30 minutes after the request for service, the Operator must get an accessible vehicle to a person with a disability within 30 minutes.

9.4 **Training Requirements**

Section 37.173 states that each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

SECTION 10 - EMERGENCY REGULATIONS AND CONTACT INFORMATION

10.1 **Emergency Regulations / Irregular Operations** – From time to time it may be necessary for the Authority to adopt Emergency Regulations and discretionary security requirements without the usual thirty (30) days of advanced notice, and the Authority reserves the right to do so. It is the responsibility of every Driver and Permit Holder to stay in contact with the Authority to stay abreast of and follow any Emergency Regulations and discretionary security requirements. Lack of notice will not be deemed an excuse for failure to follow Emergency Regulations or discretionary security requirements.

10.2 **Emergency Contact Information** – All Drivers and Operators are required to provide to the Authority a current mobile telephone number and/or email address and to update that information immediately in the event it changes. Failure to do so will be deemed a waiver of any right to notice of Emergency Regulations, discretionary security requirements, or other information provided by the Authority to all Drivers and/or Permit holders. The Authority will presume that such notice has been received by a Driver or Permit holder if the Authority faxes or emails such notice to that Driver or Permit Holder's last known fax number or email address.

Section 11 - MAINTENANCE OF RECORDS OF GROSS REVENUE FOR OFF AIRPORT PARKING OPERATORS

11.1 **Off Airport Parking Operator shall at all times during the Permit term**:

(a) Prepare and maintain, in accordance with GAAP, adequate books, records and accounts as are relevant to the determination of the Revenue Sharing fee due hereunder which shall show all Gross Revenue generated by the Permit Holder. The preparation and maintenance of such books and records shall be at all times subject to review and approval by the Authority. Such records shall include but need not be limited to: (i) copies of all gross income, sales, retail or excise tax returns filed with any governmental authority; (ii) bank deposit records; (iii) cash register audit rolls and (iv) such other records if any, which would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of Gross Revenues.

(b) Keep safe at a location in the greater metropolitan Pittsburgh area for a period ending not less than three (3) years after the close of each Contract Year all of such records for each Contract Year or, if an audit or a dispute relating to such an audit is in progress, until the final resolution by a court of competent jurisdiction or other arbiter without possibility of appeal; and

(c) Use, and cause to be used, such cash registers and cash control devices acceptable to the Authority that will:

(i) maintain incremental transaction numbering;

(ii) accurately prepare a record of Gross Revenues; and

(iii) supply detailed performance information as required, which may include allowing the Authority to access sales information in a digital format, including direct POS information, installing such technology as is reasonably necessary, prior or subsequent to such sales information exiting Permit Holder's cash registers and/or cash control devices.

11.2 **Inspections and Audits of Records.**

Permit Holder shall permit the Authority and duly authorized representatives of the Authority during the Permit term and for a period of one (1) year following to:

(a) examine, during normal business hours, any and all of the records described in subsection 11.1(a) and make copies of and take extracts from such records and from all other documents of Permit Holder relative to the Permitted Operations, as may be necessary to ensure compliance with the terms of this Permit; and

(b) at any time after fourteen (14) days prior to written notice to Permit Holder of the Authority's intention to do so, cause to be made a complete audit of the records described in subsection 11.1(a) for any Permit term for which an Annual Report therefore is required. Any audit as described in this subsection 11.2(b) shall be at the Authority's expense except that if such audit discloses that actual Gross Revenue for any Permit term exceeded by more than two percent (2%) the amount reported in the Annual Report thereof the cost of such audit shall be paid by the Permit Holder. The acceptance of Fees by or on behalf of the Authority computed on the basis of statements furnished by the Permit Holder in accordance with the Regulations shall be without prejudice to the Authority's rights to inspect and/or audit the records pertaining to Gross Revenue as authorized under this Section and upon the discovery following any such examination or audit of any discrepancy in the reporting of Gross Revenue whereby Fees have previously been underpaid, such deficiency together with interest thereon from the date such payment was due, shall be immediately due and payable.

11.3 **Monthly Reports.**

The Permit Holder shall within fifteen (15) days of the end of each calendar month during the Permit Term, prepare and submit to the Authority a report utilizing the form in Exhibit K showing (i) Gross Revenue for the prior calendar month together with all Fees payable to and collected by the Authority from the Permit Holder, (ii) the total number of transactions generated by the Permit Holder during such month, and (iii) sufficient detail to demonstrate to the Authority that Permit Holder's calculation of the Revenue Share fee, or the absence thereof, due, based on the reported Gross Revenue. Each monthly report shall be certified by an officer of Permit Holder as being accurate and complete based on such officer's examination of the books, accounts and records of the Permit Holder and shall be in a form satisfactory to or approved by the Authority. Said monthly report shall be submitted even if no Revenue Share fee is due for the month in question.

11.4 **Annual Report.**

(a) Permit Holder shall provide an annual report to the Authority within forty (40) days of the end of each Permit Year showing the Gross Revenue generated by the Permit Holder. The Annual Report for the first full Permit term shall include the required information for any Initial Partial Permit Term as well. If there is an Ending Partial Permit Term, a separate accounting shall be provided, so as not to delay the preparation of the Annual Report for the last full Permit Term. The Annual Report provided by Permit

Holder shall be prepared in accordance with GAAP and shall be certified by an officer of Permit Holder as being accurate and complete based on such officer's examination of the books, records and accounts of Permit Holder.

(b) The Annual Report provided by Permit Holder shall be accompanied by the opinion of an independent certified public accountant prepared in accordance with the generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants, in substantially the following form:

"We have audited the accompanying Schedule of Gross Revenue, (as defined in the Ground Transportation Regulations issued by The Allegheny County Airport Authority ("the Authority") at its Pittsburgh International Airport area location for the year ended December 31, _____. This schedule is the responsibility of Permit Holder's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of gross sales is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of gross sales. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Revenues referred to above present fairly, in all material respects, the Gross Revenues of Permit Holder at its Pittsburgh International Airport area location, for the year ended December 31, _____, as defined in the Ground Transportation Regulations referred to in the first paragraph.

This report is intended solely for the information and use of the boards of directors and management and employees of Permit Holder and the Authority and should not be used for any other purposes."

APPENDIX F: INTERNATIONAL CARGO AIR SERVICE SOPs

The following contains the International Cargo Air Service Standard Operating Procedures.

International Cargo Air Service
Standard Operating Procedures

The Allegheny County Airport Authority (ACAA), operator of the Pittsburgh International Airport, has set forth the following standard operating procedures for international air cargo operators, their ground handlers and service providers. These procedures are designed to ensure safe and efficient operations that comply with all local and federal regulations.

Key Contacts

Roy Reeves	Director, Airport Operations	rreeves@flypittsburgh.com	+1-412-472-3204
Marc Buranovsky	Manager, Airport Operations	mburanovsky@flypittsburgh.com	+1-412-472-8060
Airport Duty Manager (24 hours)	Airport Operations	AirportOperations@flypittsburgh.com	+1-412-472-5630
Brian Stashak	Director, Landside & Terminal Operations	bstashak@flypittsburgh.com	+1-412-472-3881

Airline Requirements Prior to Commencement of Service

1. The cargo airline shall provide the following information via email to the Director, Airport Operations and/or the Manager, Airport Operations:

   a. Ground handler for cargo service
   b. Fueling vendor for cargo service
   c. Catering vendor for cargo service
   d. Trash provider for cargo service
   e. Airline Point of Contact (24 hour)
   f. Crew transportation provider
   g. Dates and times of proposed cargo flights
   h. Billing contact, including name and email, for ACAA Finance Department
   i. Deicing vendor for cargo service

2. The airline must provide a primary point of contact for ACAA that is available 24 hours perday, seven (7) days per week to contact as the need arises.

   a. This individual or team can either be an airline employee or from a third party, suchas a ground handler, representing the airline.

3. Upon receipt of the flying schedule by the cargo airline, ACAA Operations will approveaircraft parking based on the supplied schedule within 24 hours of receiving the schedule.
    a. Any subsequent changes to the schedule must be approved in writing by the airline's ground handler and ACAA Operations 24 hours in advance of the flight's arrival to ensure parking can be assigned.

4. The airline must request Landing Rights from U.S. Customs and Border Protection (CBP) and receive approval prior to commencement of operations at Pittsburgh International Airport.

5. To validate information provided by the airline, the primary ground handler must provide confirmation to ACAA Operations of contracted services prior to any flying departing to Pittsburgh International Airport.

6. The ACAA Legal Department will draft an airline operating agreement for the cargo airlineand deliver to the carrier for review and signature.

7. The airline must sign an airport operating agreement and provide the required insurance, security deposit, and any other information needed prior to the commencement ofoperations and deliver these documents to the ACAA Legal Department.

Airline Requirements After the Commencement of Service

1. Cargo airline must contact ground handler via email or telephone to confirm aircraft parking and confirm ground handling services 24 hours prior to aircraft arrival.

2. Ground Handler must reconfirm aircraft parking position with ACAA Operations via email to the ACAA Duty Manager and CBP 12 hours prior to aircraft arrival.

    a. The airline's designated representative (airline personnel or ground handler) must communicate via email any changes or delays to the flight schedule to ACAA Operations via the ACAA Duty Manager for aircraft parking purposes.

    b. Ground handler must convey via email or telephone to the ACAA Duty Manager any staffing issues that may prevent the timely parking of the aircraft or any concerns with the assigned parking.

3. Ground handler must coordinate with airline to determine how and when cargo is offloaded from the aircraft. Once coordination has taken place between the ground handler and airline prior to the flight's arrival, the following must be relayed via email to ACAA Operations via the ACAA Duty Manager by the ground handler.

    a. When cargo offload will happen at the aircraft
    b. How cargo will be secured
    c. Where cargo will be stored

4. If ACAA ground handling equipment is required for use by the ground handler, equipmentmust be requested at least 2 hours prior to the arrival of the cargo flight that it is to be used for Ground handling equipment will be made available to ground handlers for a maximum of 6 hours with the flight's arrival the beginning of the timed period unless approval isgranted from ACAA Operations for a different period of time.

5. For operations at the passenger terminal, all cargo and ground service equipment (GSE)must be removed from the area within two (2) hours of the completion of aircraft offload. Any gate area that has cargo or GSE remaining after this period will incur a gate usage charge for each 12 hour period thereafter payable by the ground handler. In addition, a Notice of Violation will be issued (elaborated in the Noncompliance section) to the groundhandler servicing the flight.

6. ACAA Operations, via the Duty Manager, will provide confirmation to the ground handler of an approval of the cargo aircraft parking within one (1) hour of the request being made.Approval will also be given for the use of ACAA ground handling equipment, if necessary.

7. In the event of an irregular operations situation, the ground handler or airline must provideACAA Operations via the ACAA Duty Manager a contingency plan for aircraft services foritems including, but not limited to:

   a. Staffing for aircraft servicing
   b. Changes to vendor services or failure of a specified contracted service

8. Cargo airline must report cargo tonnage and landings for the prior month within 10 calendar days to the ACAA Revenue Control Specialist.

Noncompliance

Failure by the cargo airline or ground handler to provide the required information or follow these operating procedures may result in issuance of a Notice of Violation (NOV) by Airport Operations. After accruing multiple NOVs for repeated noncompliance, the ACAA will make a determination on any future measures needed to correct and resolve recurring violations.

APPENDIX G: NOTICE OF VIOLATION (NOV) POINT CLASSIFICATION

The following contains the Notice of Violation (NOV) Point Classification table.

Notice of Violation Penalties

Accrued over a rolling 12-month period starting from last infraction

This matrix applies to all badged individuals, including contractors, working at Pittsburgh International Airport.

1-4 Points	5-9 Points	10+ Points
Administrator Review Committee. Written warning.	Administrator Review Committee to review and assign infraction penalty and corrective action. Retraining, possible in person meeting may be involved.	Administrator Review Committee to review and provide recommendation regarding infraction penalty and corrective action. Retraining, 1-7 day suspension, revocation of badge, or any combination of the above may be involved.

DESCRIPTION OF OFFENSE	Points
VEHICLE or PEDESTRIAN DEVIATION: As defined by FAA Order 7050.1 and FAA Advisory Circular 150/5210-20, current edition, Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports.	10
NOT FOLLOWING ATCT DIRECTION: Failure to obtain prior proper authorization or follow the instructions of ATCT not considered a V/PD.	4
GIVING WAY TO AIRCRAFT: Impeding the path of taxiing aircraft, aircraft under tow, or otherwise blocking the path of aircraft with equipment (e.g. vehicle(s), tugs, materials, including parking vehicle(s) / equipment within a safety area.	5
AIRCRAFT PUSHBACK: Aircraft pushback contrary to the Allegheny County Airport Authority (ACAA) Rules and Regulations, Article V: Apron Operations, Section 2.	3
AIRCRAFT OPERATION: Aircraft cross bleed engine starts, engine run-up, engine runs on the Main Terminal Ramp contrary to the Allegheny County Airport Authority (ACAA) Rules and Regulations, Article V: Apron Operations, Section 3.	3
Allowing others to ride on a vehicle tailgate or cabin service vehicle platform. Exceeding vehicle design, designated seating, passenger, or storage capacity.	3
Person observed creating a FOD hazard (e.g. littering, failing to pick up FOD, not using appropriate dumpsters or FOD receptacles)	2
Tenant creating a potential FOD hazard (e.g. leaving dumpster lid(s) open, allowing bags of trash to accumulate on the ramp/apron, allowing leased space to become untidy including leaving material, freight, and/or cargo unsecure).	2
If any action the person takes is in violation of Airport Rules & Regulations, policy, procedure, operations and maintenance requirements, etc. resulting in/causing chemical-type spill or release to pavement, soils, and/or drains.	5
A person who intentionally dumps, releases, disposes, etc. of any chemical, waste, or other hazardous material.	10
Feeding wildlife, bringing a pet onto the AOA (leashed, unleashed, or caged).	2
Horseplay, activity not associated with work.	2
Vehicle operators must have a valid ACAA Security Badge with the proper icons visibly displayed at all times while on the AOA or be under escort.	5

Vehicle operators shall not allow any passengers in a vehicle other than authorized personnel. Passengers shall only be permitted to ride in designated passenger seats. All passenger or vehicle escorts must comply with procedures established in the ACAA Ground Vehicle Operations training.	5
DESCRIPTION OF OFFENSE	**Points**
Headsets or headphones for personal devices (i.e. CD/DVD/tape player, iPod, iPhone, MP3, TV, Radio, etc.) shall not be utilized while operating a vehicle on the AOA.	2
No Motor Vehicle operator shall be permitted to drive between an aircraft and passenger lanes, or the building, except those vehicles servicing the aircraft or responding emergency vehicles.	2
Vehicle operators needing to traverse an AOA ramp area shall utilize the right side of the designated vehicle service roadways at all times, obey all posted signage, and shall follow the instructions of the push-back crews, stopping when signaled to do so. This includes during aircraft engine starts and engine runs at the gate.	2
All Vehicles crossing or entering traffic lanes shall yield to those vehicles already established in the lane before proceeding.	2
No Person shall operate a Motor Vehicle in the AOA in excess of fifteen (15) miles per hour, except for emergency vehicles or where otherwise posted.	3
No Person shall operate a Motor Vehicle around an aircraft (whether parked or taxiing) in excess of five (5) miles per hour.	3
Vehicles are prohibited from driving under jetway passenger bridges.	2
Vehicles are prohibited from driving under any part of an aircraft, except when necessary to service the aircraft.	3
Contractor equipment shall not be parked in any area other than a properly designated area.	2
No tenant shall leave ground service equipment, material, freight, and/or cargo, in any common use gate area without prior authorization from ACAA.	2
Operation of a fuel tanker or hydrant truck through the airside terminal drive-thru locations.	9
Parking of fuel vehicles in apron level sections under the airside terminal is prohibited.	9
It is prohibited to leave a vehicle unattended and running.	2
Ground support equipment, when not in use, shall be secured using a functioning braking mechanism capable of preventing the equipment from inadvertently drifting out of position.	2
All tugs or other airline and tenant towing vehicles shall be limited to no more than four (4) carts or container carriers. All loads must be secure.	2
No Person shall do any of the following without a guide person: 1. back up a truck or other vehicle in close proximity to an aircraft: or 2. back up a fuel tank truck; or 3. back up a motor vehicle whenever the operator's vision is impaired.	3
Vehicle operated shall be in a safe and mechanically sound condition.	2
Any Motor Vehicle operator, whose vehicle becomes disabled or becomes out of service on the AOA must: 1. Turn on the Vehicle's warning lights; 2. Immediately notify the Airport Operations Office.	2

Any Motor Vehicle operator, whose Vehicle becomes disabled or becomes out of service on the AOA must have the vehicle removed from the AOA in a timely manner.	2
No person shall, without lawful authority, attempt to, or in fact alter, twist, obstruct, deface, injure, knock down, remove, or interfere with, the effective operation of any official traffic-control device, or any inscription, shield, or insignia thereon, or any other part thereof.	10
DESCRIPTION OF OFFENSE	**Points**
Airport ambulances, fire and rescue vehicles, Allegheny County Police units, and Allegheny County Airport Authority vehicles are designated emergency vehicles, with right-of-way priority over all other ground vehicles.	5
No Motor Vehicle operator shall block any storage garage entrance/exit or restrict the movement or operation of these vehicles.	2
No Person shall clean or make repairs to Motor Vehicles anywhere on the Airport other than in designated areas, except those minor repairs necessary to move such Motor Vehicles from the Airport.	2
The Airline/Tenant employee's parking lot and Airline/Tenant leased areas designated for parking are the only areas legally available for employee or company vehicle/equipment parking.	2
Parking of Motor Vehicles on the Apron Level within the Main Airside Terminal Building which is not leased is prohibited.	2
No Person shall operate a Motor Vehicle in a reckless manner or in excess of the speed limits prescribed by the Airport Authority.	4
All accidents should be reported by contacting 911. If the accident involves an aircraft, regardless of any damage to the aircraft, Airport Operations must also be immediately contacted at 412-472-5630.	10
If the product spilled impacts a waterway, drain, soils, or exceeds one (1) gallon, the incident must be reported by calling 9-1-1.	2
No Person shall deface, injure, tamper with, open, or willfully break, destroy, or impair the usefulness of any parking lot equipment or facility of the Airport.	10
No Person shall operate a truck, tractor, tug, or other self-propelled equipment without two (2) headlights and at least one (1) taillight functioning when used during the hours of darkness or poor visibility.	2
All vehicles operating in the FAA Tower-controlled Movement Area must have a flashing or revolving beacon of sufficient brightness to be seen by the Control Tower at all times.	3
All vehicles and equipment exceeding seven (7) feet in width must be equipped and have in use a flashing beacon and flashing front, tail, and clearance lights, to be operative at all times on the AOA.	3
All carts and other equipment not equipped with lighting systems must have reflectors and reflectorized tape on the front, rear, and sides.	3
Vehicles transporting flammable or combustible liquids, (exclusive of flammable or combustible liquids in a vehicle's internal fuel tank or a small portable container) must contain at least one (1) currently inspected fire extinguisher of at least twenty (20) pounds appropriate to the class of material being transported.	5
No Person shall operate an aircraft support vehicle, unless such vehicle is marked with identifying symbols and/or the name of the company owning the vehicles, unless the vehicle is under escort.	3
No Person shall operate an unmarked vehicle authorized for access onto the AOA unless this vehicle possesses a vehicle pass issued by the Allegheny County Airport Authority. These passes must be displayed on the dash of the vehicle and are not transferable.	4

OTHER: Any activity contrary to the Allegheny County Airport Authority Rules and Regulations, Movement and Non-Movement Ground Vehicle Operator Guidelines, or the PA Department of Transportation Motor Vehicle Codes. Failure to pay any fine may result in the suspension of a badge.	1-10
THE FOLLOWING OFFENSES ARE COVERED UNDER PA STATE ORDINANCE OR PA STATE LAW AND CAN RESULT IN AN IMMEDIATE BADGE REVOCATION. NOTICE OF VIOLATION POINTS ARE NOT REQUIRED.	
DESCRIPTION OF OFFENSE	**Points**
No Person under the influence of alcohol or narcotic drugs shall operate a motor vehicle on airport property.	
Smoking within the Air Operations Area (AOA).	
Texting or the use of a cell phone while driving a vehicle on the Movement Area, Non-Movement Area, or the Baggage Matrix area.	
In Pennsylvania, it is mandatory that seatbelts be used by all occupants of a vehicle if available, at all times, without exception. Drivers should be responsible to ensure that all occupants fasten their seat belts prior to operating the vehicle.	
ACAA deems all employees to be acting on behalf of their employer and that the employer will be liable for the actions of its employees, including, but not limited to, any fines associated with its employees.	

APPENDIX H: ACAA SPILL RESPONSE NOTIFICATION FORM

The following contains the ACAA Spill Response Notification form.

ALLEGHENY COUNTY AIRPORT AUTHORITY

PITTSBURGH INTERNATIONAL AIRPORT
ALLEGHENY COUNTY AIRPORT

ACAA Spill Response Notification Form

Date of Last Update: March 2023

General Information	
Reporter's Last Name:	
First Name, Middle Initial:	
Position:	
Phone Number (Day):	
Phone Number (Evening):	
Company:	
Organization Type:	
Address:	
City, State, Zip:	
Were Materials Discharged?	❑ Yes ❑ No
Did Materials Reach Stormwater Drain?	❑ Yes ❑ No
Did Materials Reach Soils?	❑ Yes ❑ No
Time of 9-1-1 Call?	
Incident Description	
Date and Time of Incident:	
Source and/or Cause of Incident:	
Address and Specific Location of Incident:	
Nearest City, State, County, Zip:	
Name of Material Discharged:	
Volume of Material Discharged:	
Any clean-up or remedial actions taken by Reporter and/or Reporter's Company? If yes, please describe.	

APPENDIX I: NOTICE OF REQUIRED SPILL PREVENTION LEARNING AND ACTION TRAINING

The following contains the ACAA Notice of Required Spill Prevention Learning and Action Training.

PIT
Pittsburgh
International Airport

MEMORANDUM

TO: _____

FROM: ACAA Environmental

DATE: _____

SUBJECT: Notice of Required Spill Prevention Learning and Action Training

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Dear _____:

Effective January 1, 2026, ACAA Environmental (Environmental) implemented the Spill Prevention Learning and Action Training ("SPLAT") program to prevent future pollution incidents and discuss recent incident specifics. Further detail can be referenced with the Pittsburgh International Airport Rules and Regulations, Section 4 of Article IX: Sanitation and Environmental.

As determined by Environmental, there have been three (3) cumulative pollution incidents OR a single severe pollution incident that required notification to PADEP. Details of the incident(s) are included below:

- _____

At least one person involved from the incident(s) above will be required to attend the in-person SPLAT training. The next recurring, monthly training is scheduled _____. Afterwards, a completion of training notice will be provided to applicable supervisors or management. Lack of attendance would also be reported.

Please respond to Environmental with the attending personnel within five (5) business days for the SPLAT training on _____:

- Michele Meanor, Environmental Specialist
  - mmeanor@flypittsburgh.com | (412) 472-2252
- Michon Budziszewski, Manager, Environmental Services
  - mbudziszewski@flypittsburgh.com | (412) 472-3575

Thank you,

ACAA Environmental